

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

KNOW ALL BY THESE PRESENTS:

WHEREAS section 202.006 of Title 11 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Cypresswood Green Property Owners Association is a property owners' association as the term is defined in Title 11 of the Texas Property Code and has property located in Harris County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Cypresswood Green Property Owners Association which have not been previously filed in the public records of Harris County are attached hereto, including:

Certificate of Incorporation of Cypresswood Green Property Owners Association, Inc.

FURTHER, other dedicatory instruments of the Cypresswood Green Property Owners Association have already been filed in the public records of Harris County and these documents supplement the previously filed documents.

SIGNED on this 27th day of July, 2009.

Signature: *Renea V Miksch*
By: Renea V Miksch
Title: C.I.A. Services, Inc., Managing Agent for
Cypresswood Green Property Owners Association

STATE OF TEXAS)
)
COUNTY OF HARRIS)

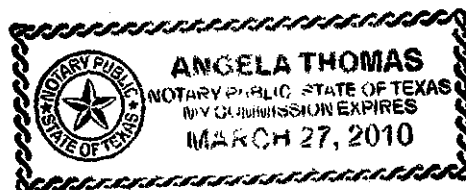
This instrument was acknowledged before me on this 27th day of July, 2009 by Renea V Miksch.

Signature: *Angela Thomas*
By: Angela Thomas
Title: Notary in and for the State of Texas
My commission expires on 03/27/10

FILED FOR RECORD
8:00 AM

AUG -6 2009

Dorothy L. Hayden
County Clerk, Harris County, Texas



Return to: C.I.A. Services, Inc.
8811 FM 1960 Bypass Road, Suite 200
Humble, Texas 77338
Phone: 281-852-1700 Fax: 281-852-4861

HP 066-74-0052

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The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION, INC.
CHARTER NUMBER 01599611

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED SEP. 25, 2000

EFFECTIVE SEP. 25, 2000



A handwritten signature in black ink, appearing to read "Elton Bomer".

Elton Bomer, Secretary of State

SEP 26 2000 11 00 AM

ARTICLES OF INCORPORATION
OF
CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION, INC

SEP 11 2009

We, the undersigned natural persons of the age of twenty-one years or more, citizens of the State of Texas, acting as incorporators of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is Cypresswood Green Property Owners Association, Inc. (hereafter called the "Association").

ARTICLE II

The principal office of the Association is located at 10850 Richmond Ave., Suite 155, Houston, Texas 77042.

ARTICLE III

The street address of the initial registered office of the corporation is 10850 Richmond Ave., Suite 155, Houston, Texas 77042 and the name of its initial registered agent at such address is H. Dan Mathews.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots within that certain tract of property described as Cypresswood Green Section 1, as shown in the plat filed for record in the Map Records of Harris County, Texas; and any additions thereto as may hereafter be brought within the jurisdiction of the Association and to

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promote the health, safety and welfare of the residents within the above described property and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Cypresswood Green, Section 1 (hereinafter called the "Declaration") recorded or to be recorded in the Office of the County Clerk, Harris County, Texas and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of a majority of the eligible votes of the Association, regardless of class, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of its properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority of the eligible votes of the Association, regardless of class. No such dedication or transfer shall be effective unless an instrument has been signed by a majority of the eligible votes of the Association regardless of class, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidation with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of a majority of the eligible votes of the Association, regardless of class; and

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non Profit Corporation Act of the State of Texas by law may now or hereafter have or exercise.

ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Members with the exception of Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote (1) be cast with respect to any such Lot.

Class B. Class B Members shall be Declarant. Declarant shall be entitled to three (3) votes for each Lot owned by Declarant. The Class B membership shall cease, and Declarant shall become a Class A Member, upon the earlier to occur of the following:

- (i) When Declarant no longer owns record title to any of the Lots; or

(ii) On the 10th anniversary of the date this Declaration was recorded in the Office of the County Clerk of Harris County, Texas.

Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot or the 10th anniversary of the date this Declaration was recorded in the Office of the County Clerk of Harris County, Texas, whichever occurs first in time, the Association shall take no action with respect to any matter whatsoever without the prior written consent of the Declarant.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
<u>H. Dan Mathews</u>	<u>10850 Richmond Avenue, Suite 155</u>
<u>Brian K. Seller</u>	<u>Houston, Texas 77042</u>
<u>L.A. Armstrong</u>	<u>Same as above</u>

The initial directors for the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting of the Members. At said annual meeting, the Members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; at each annual meeting thereafter, the Members shall elect one director for a three year term of office

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the eligible votes of the Association regardless of class. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization devoted to such similar purposes.

ARTICLE IX
DURATION

This period of duration of the Association shall be perpetual.

ARTICLE X
AMENDMENTS

Amendments of these Articles shall require the assent of a majority of the eligible votes of the Association, regardless of class.

ARTICLE XI

The Association is a non-profit corporation.

ARTICLE XII

The name and street address of the incorporators are:

NAME

ADDRESS

H. Dan Mathews

10850 Richmond Avenue, Suite 155 Houston, TX 77042

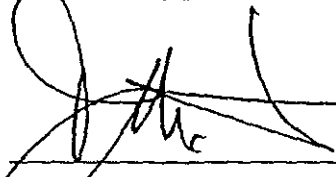
Brian K. Seller

Same as above

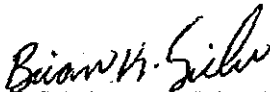
L.A. Armstrong

Same as above

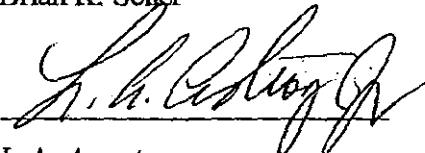
IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Texas, We, the undersigned constituting the incorporators of this Association, have executed these Articles of Incorporation this _____ day of _____, 2000.



H. Dan Mathews



Brian K. Seiler



L.A. Armstrong

RR 006674-0059

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED. In the Official Public Records of Real Property of Harris County, Texas on

AUG - 6 2009




6 COUNTY CLERK
HARRIS COUNTY, TEXAS

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

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STATE OF TEXAS)
)
COUNTY OF HARRIS)

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08/06/2009 RP2 \$28.00
KNOW ALL BY THESE PRESENTS:

WHEREAS section 202.006 of Title 11 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Cypresswood Green Property Owners Association is a property owners' association as the term is defined in Title 11 of the Texas Property Code and has property located in Harris County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Cypresswood Green Property Owners Association which have not been previously filed in the public records of Harris County are attached hereto, including:

Certificate of Amendment for Cypresswood Green Property Owners Association, Inc

FURTHER, other dedicatory instruments of the Cypresswood Green Property Owners Association have already been filed in the public records of Harris County and these documents supplement the previously filed documents.

SIGNED on this 27th day of July, 2009.

Signature: *Renea V Miksch*

By: Renea V Miksch
Title: C.I.A. Services, Inc., Managing Agent for
Cypresswood Green Property Owners Association

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STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 27th day of July, 2009 by Renea V Miksch.

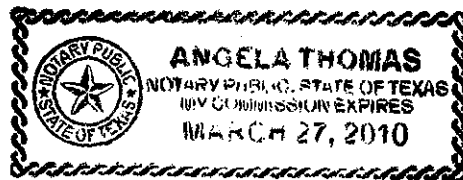
Signature: *Angela Thomas*

By: Angela Thomas
Title: Notary in and for the State of Texas
My commission expires on 03/27/10

FILED FOR RECORD
8:00 AM

AUG -6 2009

Barbara L. Hayden
County Clerk, Harris County, Texas



Return to: C.I.A. Services, Inc.
8811 FM 1960 Bypass Road, Suite 200
Humble, Texas 77338
Phone: 281-852-1700 Fax: 281-852-4861



The State of Texas
Secretary of State

CERTIFICATE OF AMENDMENT

FOR

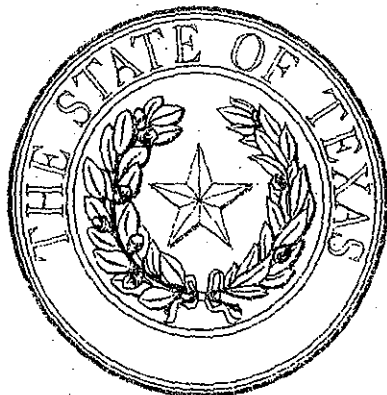
CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION, INC.
CHARTER NUMBER 01599611

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF AMENDMENT FOR THE ABOVE
NAMED ENTITY HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO
CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF AMENDMENT.

DATED APR. 9, 2001

EFFECTIVE APR. 9, 2001



Henry Cuellar

Henry Cuellar, Secretary of State

APR 09 2001

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION

COPY
FILED
In the Office of the
Secretary of State of Texas

APR 09 2001

Pursuant to the provisions of Article 4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation, which amendments change the vote required for amendments to the Articles and specify actions requiring approval by the U.S. Department of Housing and Urban Development so long as Class B Membership in the Association exists.

ARTICLE ONE

The name of the corporation is Cypresswood Green Property Owners Association, Inc.

ARTICLE TWO

The following amendments to the Articles of Incorporation were adopted by the corporation on March 13th, 2001:

Article X of the Articles of Incorporation is hereby amended so as to read as follows:

Amendment of these Articles shall require the affirmative vote of not less than two-thirds (2/3) of the Members.

The Articles of Incorporation are hereby amended by adding thereto a new Article XIII to read as follows:

As long as there is Class B Membership in the Association, the following actions require the approval of the U.S. Department of Housing and Urban Development: Annexation of additional properties, mergers and consolidation, mortgaging of the common areas, dissolution, and amendment of these Articles of Incorporation.

ARTICLE THREE

The amendments were adopted in the following manner:

The amendments were adopted at a meeting of the Members of the Association held on March 13th 2001 at which a quorum was present, and received the vote of at least two-thirds (2/3) of the votes which Members present at such meeting, in person or by proxy, were entitled to cast.

DATED March 13th, 2001.

CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION, INC.

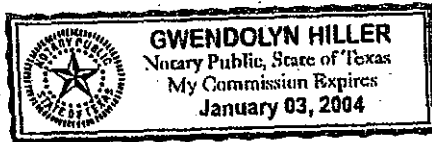
By: *L.A. Armstrong Jr*
L.A. Armstrong, President

and

By: *Brian K. Seller*
Brian K. Seller, Secretary

BEFORE ME, a notary public, on this day personally appeared L.A. Armstrong, President of Cypresswood Green Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he executed this document for the purposes and in the capacity herein expressed.

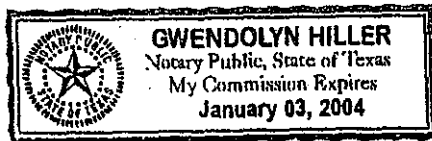
Given under my hand and seal of office this 3rd day of April, 2001.



Gwendolyn Hiller
Notary Public in and for the State of Texas

BEFORE ME, a notary public, on this day personally appeared Brian K. Seller, Secretary of Cypresswood Green Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he executed this document for the purposes and in the capacity herein expressed.

Given under my hand and seal of office this 3rd day of April, 2001.



Gwendolyn Hiller
Notary Public in and for the State of Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

AUG - 6 2009



Bowly B. Kaymead
COUNTY CLERK
HARRIS COUNTY, TEXAS

2006-74-0065

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS)
)
COUNTY OF HARRIS)

KNOW ALL BY THESE PRESENTS:

WHEREAS section 202.006 of Title 11 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Cypresswood Green Property Owners Association is a property owners' association as the term is defined in Title 11 of the Texas Property Code and has property located in Harris County, Texas,

NOW THEREFORE, true copies of the following dedicatory instruments of the Cypresswood Green Property Owners Association which have not been previously filed in the public records of Harris County are attached hereto, including:

By-Laws of Cypresswood Green Property Owners Association, Inc.

FURTHER, other dedicatory instruments of the Cypresswood Green Property Owners Association have already been filed in the public records of Harris County and these documents supplement the previously filed documents.

SIGNED on this 27th day of July, 2009.

Signature: *Renea V Miksch*
By: Renea V Miksch
Title: C.I.A. Services, Inc., Managing Agent for
Cypresswood Green Property Owners Association

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STATE OF TEXAS)
)
COUNTY OF HARRIS)

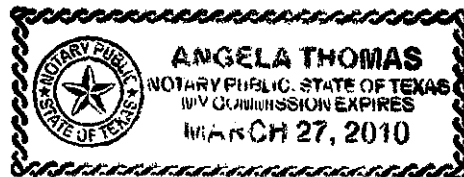
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Signature: *Angela Thomas*
By: Angela Thomas
Title: Notary in and for the State of Texas
My commission expires on 03/27/10

FILED FOR RECORD
8:00 AM

AUG - 6 2009

Dorothy L. Hayward
County Clerk, Harris County, Texas



Return to: C.I.A. Services, Inc.
8811 FM 1960 Bypass Road, Suite 200
Humble, Texas 77338
Phone: 281-852-1700 Fax: 281-852-4861

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RP 066-74-0042

BY-LAWS
OF
CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of the corporation is Cypresswood Green Property Owners Association, Inc. The principal office of the corporation shall be located at 7702 FM 1960 E., Suite #302, Humble, Texas, 77346, but meetings of members and directors may be held at such places within the State of Texas, County of Harris, as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to Cypresswood Green Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain property described in the Declaration of Covenants, Conditions and Restrictions for Cypresswood Green Section 1, a subdivision in Harris County, Texas, and any additional properties which may hereafter be brought within the jurisdiction of the Association. ill

Section 3. "Owner" shall mean and refer to the record owner, whether one or more entities, of the fee simple title to any Lot which is a part of the Properties subject to assessment by the Association, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 4. "Declarant" shall mean and refer to D.R. Horton, Inc.- Texas Ltd., a Texas limited partnership, and its successors and assigns, if such successors and/or assigns become same by express assignment by D.R. Horton, Inc.- Texas Ltd. of its rights as Declarant hereunder or by operation of law. No person or entity purchasing one or more Lots from D.R. Horton, Inc.- Texas Ltd. in the ordinary course of business shall be considered as "Declarant".

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Cypresswood Green, Section 1 a subdivision in Harris County, Texas, according to the plat thereof recorded in the Map Records of Harris County, Texas, and any additions and supplements thereto.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year after the sale and convey of the first lot by the Declarant, and each subsequent regular annual meeting of the Members shall be held on a day selected by the Board of Directors in the same month of each year thereafter, at such time as may be selected by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting (but not more than sixty (60) day in advance) to each Member entitled to vote there at, addressed to the Member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of all eligible votes of the Association, regardless of class shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

Board of Directors

Section 1. Board of Directors. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

Section 2. Term of Office. The initial directors for the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting of the members. At said annual meeting, the Members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; at each annual meeting thereafter, the Members shall elect one director for a three year term of office.

Section 3. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 4. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies, may cast, in respect of each vacancy, as many votes as they are entitled to cast under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 5. Removal. Any director may be removed from the Board, with or without cause, by a majority of the eligible votes of the Association regardless of class. In the event of death, resignation or removal of a director, his successor shall be elected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 6. Compensation. No director shall receive compensation for any services he may render to the Association; provided, however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association or by any director after not less than three (3) days notice to each director, which such notice may be waived at or prior to such meeting.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all of the members of the Board of Directors. Such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

Powers and Duties of the Association

Section 1. Powers. The Association, by and through its Board of Directors, shall have the following rights and powers:

- (a) suspend the voting rights and right to the use of any facilities or services provided by the Association of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or

the Declaration;

- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties and the terms of employment;
- (e) to exercise such other rights and powers granted to it under the Declaration, the Articles of Incorporation of the Association, or these By-Laws.

Section 2. Duties. It shall be the duty of the Association, by and through its Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at annual meetings of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the eligible votes of the Association, regardless of class.
- (b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;
- (c) fix the amount of the annual assessment against properties within the jurisdiction of the Association and take such actions as it deems appropriate to collect such assessments and to enforce the liens given to secure payment thereof;
- (d) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (e) issue, or cause an appropriate officer or agent to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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- (f) procure and maintain such liability and hazard insurance as it may deem appropriate on any property or facilities owned by the Association; and
- (g) cause any officer or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VII

Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a president, who shall be at all times a member of the Board of Directors, a vice president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors at each subsequent meeting that immediately follows an annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless an officer shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Authority to Sign Checks. The Board, from time to time, may authorize any person or persons, who need not be officers or directors of the Association, to sign checks of the Association. Such agents may be authorized to sign singly or jointly, as the Board in its discretion may decide. The Board may at any time rescind and revoke such authority granted to any person. Such authority may be given to a person or persons in conjunction with or in lieu of the authority of the treasurer to sign checks. In the absence of any appointments by the Board under this Section 5, the treasurer of the Association shall have the sole authority to sign the Association's checks.

Section 6. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the

acceptance of such resignation shall not be necessary to make it effective.

Section 7. Vacancies. A vacancy in any office may be filled by appointment by the Board. The individual appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8. Multiple Offices. No person shall simultaneously hold both the offices of president and secretary. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 9. Duties. The duties of the officers of the Association are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all promissory notes.

Vice President

(b) The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; and keep accurate records of the fiscal affairs of the Association and make the same available for inspection by Members of the Association during normal business hours.

ARTICLE VIII

Committees

The Association shall appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

Books and Records

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

Assessments

As more fully described in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum or such other rate as may be established by the Board, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose its lien against the property encumbered by such lien, and interests, costs, and reasonable attorney's fees of any action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for in the Declaration by non-use of the facilities or services provided by the Association or by abandonment of his Lot.

ARTICLE XI

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words "Cypresswood Green Property Owners Association, Inc." and within the center the word "Texas".

ARTICLE XII

Amendments

Section 1. Amendment. The By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of eligible votes of the Association present in person or by proxy.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control

ARTICLE XIII

Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED. In the Official Public Records of Real Property of Harris County, Texas on

AUG - 6 2009



Beverly B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CYPRESSWOOD GREEN SECTION 1

M

STATE OF TEXAS >
>
COUNTY OF HARRIS >

09/25/00 201347914 U639056 \$81.00

THIS DECLARATION (herein so called) is made this _____ day of _____, by D.R.Horton, Inc. - Texas Ltd., a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property heretofore platted and subdivided into that certain subdivision known as Cypresswood Green Section I, according to the plat recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. _____, Film Code No. _____.

WHEREAS, Declarant desires to provide for, among other matters, the preservation of the amenities and common interest in said community and for the maintenance of the common area improvements; and, to this end, desires to subject the real property referred to in Article II, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each and every owner of any part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an owner's association to which would be delegated and assigned powers of (i) maintaining and administering the common properties and facilities, (ii) administering and enforcing the covenants and restrictions contained herein, and (iii) collection and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused or will cause a non-profit corporation to be incorporated under the laws of the State of Texas for the purpose of effecting the intents and objectives herein set forth.

NOW, THEREFORE, Declarant declares that the real property referred to in Article II, and such additions thereto as may hereafter be made subject to this Declaration pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

FILE FOR RECORD
8:00 AM

SEP 25 2000

County Clerk
County Clerk, Harris County, Texas

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration (unless the context shall otherwise provide) shall have the following meanings:

- (a) "Architectural Control Committee" (Committee) shall mean and refer to the architectural control committee in Article X hereof.
- (b) "Articles of Incorporation" shall mean and refer to the articles of incorporation of the Association as may be amended from time to time.
- (c) "Association" shall mean and refer to Cypresswood Green Property Owners Association, Inc., a Texas non-profit corporation, which will have the power, duty and responsibility of maintaining and administering the Common Properties, and collection and disbursing the assessments and charges hereinafter prescribed, and will have the right to administer and enforce this Declaration.
- (d) "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.
- (e) "Bylaws" shall mean and refer to the bylaws of the Association, as may be amended from time to time.
- (f) "Class A Members" shall have the meaning set forth in Section 3.2 hereof.
- (g) "Class B Members" shall have the meaning set forth in Section 3.2 hereof.
- (h) "Common Properties" shall mean and refer to (i) certain landscaping improvements, plantings, screening walls, gates, sprinkler systems, public and private easements, among other amenities, which are intended to be devoted to the common use and enjoyment of the Owners; and (ii) any areas of land, improvements or their property rights which are now or hereafter designated by the Declarant or the Board of Directors as Common Properties, together with any and all improvements that are now or may hereafter be constructed thereon. In certain circumstances, Common Properties may not be owned by the Declarant or the Association in fee, but may, in some instances, be held as an easement, be leased or may simply be areas of land that are not owned or leased by the Declarant or the Association but which are maintained by the Association or the Declarant for the use and benefit of the Owners and the Properties. An example of areas of Common Properties which may not be owned or leased by the Association or the Declarant but would constitute a portion of the Common Properties would be landscaped areas appurtenant to and within public rights-of-way. The Declarant may hold record title to all or a portion of the Common Properties, consistent with the objectives envisioned herein and subject to the easement rights herein of the Association and the Owners to use and enjoy the Common Properties, for an indefinite period of time and at a point in time (deemed appropriate and reasonable by the Declarant) convey title to those portions of the Common Properties or grant an easement to the Association.
- (i) "Declarant" shall mean and refer to D.R. Horton, Inc.- Texas Ltd., a Texas limited partnership, its successors and assigns, if such successors and /or assigns become same by express assignment by D.R. Horton, Inc.- Texas Ltd.

of its rights as Declarant hereunder or by operation of law. No person or entity purchasing one or more Lots from D.R. Horton, Inc.- Texas Ltd. in the ordinary course of business shall be considered as "Declarant".

- (j) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map(s) or plat(s) of the Properties, as amended from time to time, which is designated as a lot thereon and which is or will be improved with a residential dwelling. Some portions of the Common Properties may be platted as a "lot" on the recorded subdivision plat, however, these lots shall be excluded from the concept and definition of lot as used herein.
- (k) "Member" shall mean and refer to each Owner as provided in Article III hereof.
- (l) "Owner" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any Lot within the Properties. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.
- (m) "Plat" shall mean and refer to the Final Plat of Cypresswood Green Section 1.
- (n) "Properties" shall mean and refer to the properties subject to this Declaration together with such additions as may hereafter be made thereto (as provided in Article II).

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

2.1 Existing Properties. The Properties which are, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration are located in Houston, Harris County, State of Texas, and are more particularly described as Cypresswood Green, Section 1, according to the plat recorded County Clerk's File No. _____, Film Code No. _____ of th map records of Harris County, Texas.

2.2 Additions to Properties. Additional land(s) may become subject to this Declaration in any of the following manners:

- (a) The Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions ("Supplemental Declaration") which shall extend the scheme of the covenants and restrictions of this Declaration to such property provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not materially inconsistent with this Declaration in a manner which does not adversely affect the concept of this Declaration.
- (b) In the event any person or entity other than the Declarant desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of the majority of the total eligible votes of the Association.

- (c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2.2, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added.
- (d) Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme.
- (e) Notwithstanding the fact that the Declarant may not be a Class A or Class B Member by virtue of its sale, transfer or conveyance of all of its right, title, and interest in the Properties, the Declarant shall continue to be entitled to implement and exercise all its rights under and pursuant to this Section 2.2 and all of the subsections hereof. Even though the Declarant may not be a Class A or Class B Member prior to an annexation permitted by this Section 2.2, subsequent to such annexation the Declarant shall be and become a Class B Member with respect to the Lots owned by it within the Properties, as such Properties have been expanded or increased by the annexation, merger, or consolidation. The Declarant's rights as a Class B Member shall be governed by and set forth in this Declaration and the Articles of Incorporation and Bylaws of the Association, as same may be amended or altered by, and in accordance with, the annexation, merger or consolidation.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every Owner of a Lot shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Board of Directors may declare that an Owner is not a Member in good standing because of unpaid fees, fines, charges, interest, legal fees, and/or any other Assessment of any nature. The Board of Directors may temporarily suspend the voting rights and/or the Association provided services of any Member who is not in good standing until such unpaid amounts are paid in full.

3.2 Classes of Membership. The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Class B Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall be Members, and the vote for

such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote (1) be cast with respect to any such Lot.

CLASS B. Class B Members shall be Declarant. Declarant shall be entitled to three (3) votes for each Lot owned by Declarant. The Class B membership shall cease, and Declarant shall become a Class A Member, upon the earlier to occur of the following:

- (i) When Declarant no longer owns record title to any of the Lots; or
- (ii) On the 10th anniversary of the date this Declaration was recorded in the Office of the County Clerk of Harris County, Texas.

Notwithstanding the voting rights within the Association, until the Declarant no longer owns record title to any Lot or the 10th anniversary of the date this Declaration was recorded in the Office of the County Clerk of Harris County, Texas, whichever occurs first in time, the Association shall take no action with respect to any matter whatsoever without the prior written consent of the Declarant.

3.3 Quorum, Notice and Voting Requirements.

- (a) Subject to the provisions of Paragraph (c) of this Section, any action taken at a meeting of the Members shall require the assent of the majority of all eligible votes of those who are voting in person or by proxy, regardless of class, at a meeting duly called, written notice of which shall be given to all Members not less than ten (10) days nor more than sixty (60) days in advance.
- (b) The quorum required for any action referred to in Paragraph (a) of this Section shall be as follows:

The presence at the initial meeting of Members entitled to cast, or of proxies entitled to cast, one tenth (1/10th) of all eligible votes of the Association, regardless of class, shall constitute a quorum for any action except as otherwise provided in the Articles on Incorporation, the Bylaws or this Declaration or as provided by the laws of the State of Texas.

- (c) As an alternative to the procedure set forth above, any action referred to in Paragraph (a) of this Section may be taken without a meeting if a consent in writing, approving the action to be taken, shall be signed by eligible Members, casting a majority of eligible votes of the Association regardless of class.
- (d) Except as otherwise specifically set forth in this Declaration, notice, voting and quorum requirements for all actions to be taken by the Association shall be consistent with its Articles of Incorporation and Bylaws, as same may be amended from time to time.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.3 of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them, respectively, on such Lot shall have a non-exclusive right and easement of use and enjoyment in and to the Common Properties, and such easements shall be appurtenant to and shall pass with the title of every Lot; provided, however, such easement shall not give such person the right to make alternations, additions or improvements to the Common Properties.

4.2 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to and limited by the following:

- (a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties.
- (b) Liens of mortgages placed against all or any portion of the Common Properties with respect to moneys borrowed by the Declarant to develop and improve the Common Properties or by the Association to improve or maintain all or any portion of the Common Properties;
- (c) The right of the Declarant and/or the Association to enter into and execute contracts with parties (including the Declarant or an affiliate of the Declarant) for the purpose of providing maintenance for all or a portion of the Common Properties or providing materials or services consistent with the purposes of the Association;
- (d) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;
- (e) The right of the Association, as may be provided in its Bylaws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Properties or Association provided services for any period during which any assessment against a Lot owned by such individual remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its rules and regulations;
- (f) The right of the Declarant or the Association, subject to approval by written consent by the Member(s) having a majority of the outstanding votes of the Members, in the aggregate, regardless of class, to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility company for such purposes and upon such conditions as may be agreed to by such Members;
- (g) The right of the Declarant or the Association, at any time, to make such reasonable amendments to the Plat, as it deems advisable, in its sole discretion. All members are advised that a portion of the Common Properties may be located within the platted and dedicated public rights-of-way and in connection therewith the public shall have rights of use and enjoyment of Common Properties located within the public rights-of-way; and
- (h) With respect to any and all portions of the Common Properties, Declarant, until Declarant no longer owns record title to any Lot or the 10th anniversary of the date this Declaration was recorded in the Office of the County Clerk of Harris County, Texas, whichever is the first to occur, shall have the right and option (without the joinder and consent of any person or entity, save and except any consent, joinder or approval required by the City of Houston or any

other governmental agency having appropriate jurisdiction over the Common Properties) to (i) rechannel, realign, dam, bridge, bulwark, culvert and otherwise employ or utilize construction and/or engineering measures and activities of any kind or nature whatsoever upon or within the Common Properties; (ii) seek and obtain variances or permits of any kind or nature whatsoever upon or within the Common Properties; (iii) replat or redesign the shape or configuration of the Common Properties; and (iv) seek and obtain any and all permits, licenses or exemptions from any and all governmental agencies exercising jurisdiction over the Common Properties and/or the uses or activities thereon.

ARTICLE V COVENANTS FOR ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed or other conveyance document creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance document, shall be deemed to covenant and agree (and such covenant and agreement shall be deemed to constitute a portion of the consideration and purchase money for the acquisition of the Lot), to pay to the Association (or to an entity or collection agency designated by the Association): (1) annual maintenance assessments or charges (as specified in Section 5.4 hereof), such assessments to be fixed, established and collected from time to time as herein provided; (2) special assessments for capital reserves or improvements and other purposes (as specified in Section 5.5 hereof), such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) individual special assessments levied against one or more Owners to reimburse the Association for extra costs from maintenance and repairs caused by the willful or negligent acts or omissions of such Owner or Owners, his tenants (if applicable), and their respective family, agents, guests and invitees, and not caused by ordinary wear and tear (as specified in Section 5.5 hereof), all of such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance, special capital, and special individual assessments described in this Section 5.1 (hereinafter, the Assessment or the Assessments, together with interest thereon, attorney's fees, court costs and other costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which any such Assessment is made. Each such Assessment, together with interest thereon, attorneys' fees, court costs, and other costs of collection thereof shall also be the continuing personal obligation of the Owner of such Lot at the time when the Assessment fell due. Further, no Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot. Existing obligations of an Owner to pay Assessments and other costs and charges shall not pass to bona fide first lien mortgagees which become Owners by reason of foreclosure proceedings or an action at law subsequent to the date the Assessment was due; provided, however, any such foreclosure proceeding or action at law shall not relieve such new Owner of such Lot

from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent Assessment.

5.2 Purpose of Assessments. The Assessments levied by the Association shall be used for (i) the purpose of promoting the comfort and convenience of the Members and/or the residents of the Properties; (ii) managing the Common Properties (iii) enhancing the quality of life in the Properties, the properties, services, improvements and facilities devoted to or directly related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes on the Common Properties and insurance in connection therewith and the repair, replacement and additions thereto, including, but not limited to the establishment of a capital reserve fund; (v) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties; (vi) carrying out the powers and duties of the Board of Directors of the Association as set forth in this Declaration and the Bylaws; (vii) carrying out the powers and duties related to the Architectural Control Committee, after Declarant has delegated or assigned such powers and duties to the Association.

5.3 Improvement and Maintenance of the Common Properties Prior to Conveyance to the Association. Initially, all improvement of the Common Properties shall be the responsibility of the Declarant and shall be undertaken by Declarant at its sole cost and expense with no right to reimbursement from the Association. After the initial improvements to the Common Properties are substantially completed and until the date of the conveyance of the Common Properties to the Association, the Declarant, on behalf of the Association, shall have the responsibility and duty (but with right of Assessment against all Owners) of maintaining the Common Properties, including, but not limited to, the payment of taxes on and insurance in connection with the Common Properties and the cost of repairs, replacements and additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Properties. In this regard, and until such time as the Common Properties are conveyed to the Association, all Assessments collected by the Association (less such amount required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such Assessments are required by Declarant to maintain the Common Properties as set forth in this Paragraph. The Association may rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to maintain the Common Properties hereunder.

5.4 Annual Maintenance Assessments.

- (a) Commencing upon the conveyance of the first Lot in the Property to a homebuyer, and each year thereafter commencing on January 1, each Member shall pay to the Association an annual maintenance assessment in such amount as may be set by the Board of Directors. The annual assessment will be prorated in the initial year.
- (b) Subject to the provision of Section 5.4 (c) hereof, the rate of annual maintenance assessments may be increased by the Board. The Board may, after consideration of current maintenance, operation and other costs and the future

- needs of the Association, fix the annual maintenance assessments for any year at a lesser amount than that of the previous year.
- (c) An increase in the rate of the annual maintenance assessments as authorized by Section 5.4 (b) hereof in excess of twenty-five percent (25%) of the preceding year's annual maintenance assessments must be approved by the Members in accordance with Section 3.3 hereof except as provided in (d) below.
 - (d) The annual maintenance assessment shall be payable to the Association by the Member according to the status for the Lot owned by such Member as follows:
 - (i) As to a Lot owned by a Class A Member, the full annual maintenance assessment shall be payable.
 - (ii) As to a Lot owned by a Class B Member, one half of the full annual maintenance assessment (less the Association's cost for garbage collection, if any) shall be payable.
 - (e) Notwithstanding anything herein contained to the contrary, prior to Jan. 1, 2001, the maximum annual maintenance assessment chargeable against any Lot for which a full assessment is payable shall not exceed \$275.00 per year.
 - (f) The Board of Directors may provide that annual maintenance assessments shall be paid, semi-annually or annually on a calendar year basis. Not later than thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall (i) estimate the total expenses to be incurred by the Association for the forthcoming fiscal year, and (ii) determine, in a manner consistent with the terms and provisions of this Declaration, the amount to be paid by each Owner. Written notice of the annual maintenance assessments to be paid by each Member shall be sent to every Member, but only to one (1) joint Owner. Each Member shall thereafter pay to the Association his annual maintenance assessment in such manner as determined by the Board of Directors.
 - (g) The annual maintenance assessments shall include reasonable amounts, as determined by the Members or by the Board, collected as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Common Properties and/or for fulfillment of future obligations of the Association. All amounts collected as reserves, whether pursuant to this Section or otherwise, shall be deposited in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Association. Assessments collected as reserves shall not be considered to be advance payments of regular annual maintenance assessments.

5.5 Special Capital Assessments and Special Individual Assessments.

- (a) In addition to the annual maintenance assessments authorized in Section 5.4 hereof, the Board of Directors of the Association shall levy a one-time Initial Special Capital Assessment in the amount of \$200.00 for the purpose of (i) defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Properties or Common Properties, including the necessary fixtures related thereto (ii) maintaining portions of the Common Properties and improvements thereon, or (iii) carrying

out other purposes of the Association; The Initial Special Capital Assessment levied by the Association shall be paid by the Class A Members initially taking ownership of a residential dwelling in Cypresswood Green. Subsequent owners of the residential dwelling shall not pay such an Initial Special Capital Assessment

- (b) The Board of Directors of the Association may levy special individual capital assessments against one or more Owners for (i) reimbursements to the Association of the costs for repairs to the Properties or Common Properties and improvements thereto occasioned by the willful or negligent acts of such Owner or Owners and not ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against an Owner or Owners relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws of the Association or any rules or regulation promulgated hereunder. Any special individual assessment levied by the Association shall be paid by the Owner or Owners directly to the Association. All amounts collected by the Association as special individual assessments under this Section 5.5 shall belong to and remain with the Association.
- (c) In addition to the annual maintenance assessments authorized in Section 5.4 hereof, the Board of Directors of the Association may levy in any calendar assessment year a special capital assessment for the purpose of (i) defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Properties or Common Properties, including the necessary fixtures and personal property related thereto, (ii) maintaining portions of the Common Properties and improvements thereon, or (iii) carrying out other purposes of the Association; provided, however, that any such special capital assessment levied by the Association shall have the approval of the Members in accordance with Section 3.3 hereof. Any special capital assessment levied by the Association shall be paid by the Members to the Association on such date or dates as determined by the Board of Directors. All such amounts collected by the Association may only be used for the purposes set forth in this Section 5.5.

5.6 Uniform Rate of Annual Maintenance Assessments and Special Capital

Assessments with Phases. Both annual maintenance assessments and special capital assessments (excepting therefrom special individual capital assessments) must be fixed at a uniform rate for all Lots, and be payable as set forth herein.

5.7 Date of Commencement of Assessments; Due Dates; No Offsets. The annual maintenance assessments provided for herein shall commence on the date fixed by the Board of Directors to be the date of commencement and, except as hereinafter

provided, shall be payable semi-annually or annually, in advance, on the first day of

each payment period thereafter, as the case may be and as the Board of Directors shall direct. The first annual maintenance assessment shall be made for the balance of the calendar year in which it is levied. The amount of the annual maintenance assessment provided for in Section 5.4 hereof shall be prorated as the remaining number of months in that year bears to twelve; provided, however, that if the date of commencement falls on other than the first day of a month, the annual maintenance assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates, if to be paid in installments, of any special capital assessment or special individual assessment under Section 5.5 hereof shall be fixed in the respective resolution authorizing such assessment. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount shall be permitted for any reason.

5.8 Duties of the Board of Directors with Respect to Assessments.

- (a) The Board of Directors shall fix the date of commencement and the amount of the annual maintenance assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be deposited in the office of the Association and shall be open to inspection by any Owner, at such Owner's sole cost and expense.
- (b) Written notice of all assessments shall be delivered or mailed to every Owner at the address of the Lot owned by such Owner unless an alternate address is provided to the Association in writing specifically directing the Association where such notices are to be delivered.
- (c) The omission of the Board of Directors to fix the assessments within the time period set forth above for any year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

5.9 Non-Payment of Assessment.

- (a) **Delinquency.** Any Assessment, or installment thereof, which is not paid in full when due shall be delinquent on the day following the due date (herein, "delinquency date") as specified in the notice of such Assessment. The Association shall have the right to reject partial payment of an Assessment and demand full payment thereof. If any Assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from and after the delinquency date until paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum or such other rate as the Board may determine or (ii) the maximum lawful rate. In addition to the foregoing, if any Assessment remains unpaid at the expiration of fifteen (15) days after the due date established by the Board, a late charge in the amount of \$25.00 may be assessed against the non-paying Owner for each month that any portion of any Assessment remains unpaid. A service charge in the amount of \$25.00 may be charged for each check that is returned because

of insufficient funds. The amounts of late charges and services charges may be adjusted, from time to time, by the Board consistent with any changes in the amounts of regular or special Assessments.

- (b) **Lien.** The unpaid amount of any Assessment not paid by the delinquency date is and shall be, together with late charges, the interest thereon as provided in Section 5.9 (a) hereof, and the cost of collection thereof, including reasonable attorney's fees, shall be a continuing debt, secured by, and there is hereby impressed upon and created against each Lot, a lien and charge on the Lot of the non-paying Owner, which shall bind such Lot in the hands of the Owner, and his heirs, executors, administrators, devisees, personal representatives, successors and assigns. The lien shall be superior to all other liens and charges against the Lot, except only for tax liens and the lien of any bona fide first mortgage or first deed of trust now or hereafter placed upon such Lot. A subsequent sale or assignment of the Lot shall not relieve the Owner from liability for any Assessment made prior to the date of sale or assignment and thereafter becoming due nor from the lien of any such Assessment. As hereinbefore stated, the personal obligation of the Owner incurred at the time of such Assessment to pay such Assessment shall remain the personal obligation of such Owner and shall not pass to such Owner's successors in title unless expressly assumed by them in writing. Liens for unpaid Assessments shall not be affected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may exempt himself from liability for such Assessments or waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment of his Lot.

To evidence any lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot covered by such lien. Such notice shall be executed by one of the officers of the Association and shall be recorded in the Office of the County Clerk of Harris County, Texas.

- (c) **Remedies.** The lien securing the payment of the Assessments shall attach to the Lot belonging to such non-paying Owner upon recordation of this Declaration with the priority set forth in this Section. Subsequent to the recording of a notice of the lien, the Association may institute an action at law against the Owner or Owners personally obligated to pay the Assessment and/or for the judicial or non-judicial foreclosure of the aforesaid lien. In any foreclosure proceeding the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred by the Association. In the event an action at law is instituted against the Owner or Owners personally obligated to pay the Assessment there shall be added to the amount of any such Assessment:

- (i) the interest provided in this Section,
- (ii) the costs of preparing and filing the complaint in such action,
- (iii) the reasonable attorney's fees incurred in connection with such action,
- and
- (iv) any other costs of collection;

and in the event a judgment is obtained, such judgment shall include interest on the Assessment as provided in this Section and reasonable attorney's fee to be fixed by the court, together with the costs of the action.

Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents or trustees the right and power to bring all action against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Section 51.002 of the Texas Property Code, and such Owner hereby expressly grants to the Association the private power of sale in connection with said liens. The Association may also suspend the Association membership and voting rights of any Owner who is in default in payment of any Assessment in accordance with this Declaration and/or the Bylaws until paid in full.

(d) **Notice to Mortgagees.** The Association may, and upon the written request of any mortgagee holding a prior lien on any part of the Properties, shall report to said mortgagee any Assessments remaining unpaid for longer than thirty (30) days after the delinquency date of such Assessment.

5.10 **Subordination of the Lien to Mortgages.** The lien securing the payment of the Assessments shall be subordinate and inferior to the lien of any first lien mortgage or deed of trust now or hereafter recorded against any Lot; provided, however, that such subordination shall apply only to the Assessment which has become due and payable prior to a sale, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust. Such sale shall not relieve the new Owner of such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien securing the payment of any subsequent assessment.

5.11 **Estoppel Information from Board with Respect to Assessments.** The Board shall, upon demand at any time, furnish to any Owner liable for an Assessment, a certificate signed by an officer or agent of the Association, setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board of Directors of the Association or its agent for the issuance of such certificates.

ARTICLE VI GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

6.1 **Powers and Duties.** The affairs of the Association shall be conducted by its Board of Directors. The Board of Directors shall be elected in accordance with the Articles of Incorporation and Bylaws of the Association by the Members. The Board, for the benefit of the Properties, the Common Properties and the Owner, shall provide and pay for, out of the funds(s) collected by the Association pursuant to Article V above, the following:

- (a) Care and representation of the Common Properties and any desired personal property for use in the Common Properties. Expenditures for the repair or installation of capital improvements, not included in the annual maintenance budget, may be paid from the reserve fund as specifically provided in Section 6.5 herein.
- (b) Care and maintenance of the landscaping, screening walls, entry gates, or any other improvement that may be constructed on and constitute a part of the Common Properties. Maintenance includes all repair, rebuilding or clearing deemed necessary by the Board of Directors.
- (c) In particular, the Board shall be empowered to contract with persons or entities who shall be responsible for the maintenance of the Common Properties, and contract with a private garbage collection and hauling contractor on behalf of Members. Maintenance services contracted for by the Board in accordance with this paragraph shall be paid for out of Association funds.
- (d) The services of a person or firm to manage and or provide consultation to the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.
- (e) Legal and accounting services.
- (f) A policy or policies of insurance insuring the Association, its officers and directors against any liability to the public or to the Owners (and/or their invitees or tenants) incident to the operation of the Association, including, without limitation, officers' and directors liability insurance.
- (g) Workers compensation insurance to the extent necessary to comply with any applicable laws.
- (h) Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.
- (i) Any other materials, supplies, insurance or property owned by the Association, labor, services, maintenance, repairs, alterations, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or the enforcement of this Declaration.
- (j) To execute all declarations of ownership for tax assessment purposes and to pay all taxes with regard to the Common Properties.
- (k) To enter into agreements or contracts with insurance companies, taxing authorities and the holder of mortgage liens on one or more Lots with respect to: (i) taxes on the Common Properties and (ii) insurance coverage of the Common Properties, as they relate to the assessment, collection and disbursement process envisioned in this Declaration.
- (l) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.
- (m) To enter into contract, maintain one or more bank accounts, and generally, to have all the power necessary or incidental to the operation and management of

the Association and the Common Properties, expressly including the power to enter into management and maintenance contracts.

- (n) If, as, and when the Board, in its sole discretion, deems necessary it may take action to protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements.
- (o) To make reasonable rules and regulations for the operation and use of the Common Properties and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by the Members casting a majority of eligible votes of the Association regardless of class.
- (p) To make available to each Owner, within one hundred twenty (120) days after the end of each year, an unaudited annual report.
- (q) Pursuant to Article VII herein, to adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.
- (r) If, as and when the Board, in its sole discretion, deems necessary, it may take action to enforce the provisions of this Declaration, the provisions of any Supplemental Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation or such provisions or rules.

6.2 Liability Limitations. No Member, officer of the Association or member of the Board of Directors shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for a tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither Declarant, the Association, its directors, officers, agents, or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portion thereof or for failure to repair or maintain the same.

The Common Properties may be subject to storm water overflow, natural bank erosion and other natural or man-made events or occurrences to extents which cannot be defined or controlled. Under no circumstances shall Declarant ever be held liable for any damages or injuries of any kind or character or nature whatsoever resulting from: (i) the occurrence of any natural phenomena; (ii) the failure or defect of any structure or structures situated on or within the Common Properties; and (iii) any act, conduct, omission or behavior of any individual, group of individuals, entity or enterprise occurring on, within or related to the Common Properties.

6.3 Reserve Funds. The Board may establish capital reserve funds, for such purposes as may be determined by the Board, including, but not limited to the maintenance, repair and/or replacement of capital assets, which funds may be maintained and accounted for separately from other funds maintained for annual operating expenses. Expenditures from any such fund will be made at the direction of the Board. The reserve fund provided for herein shall be used for the general purposes of promoting health, welfare, common benefit, and enjoyment of the Owners and occupants of the Properties, and maintaining the Properties and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors. Capital

expenditures from this fund may include by way of example, but not be limited to, repairs of major damage to streets and other Common Properties not covered by insurance.

ARTICLE VII INSURANCE; REPAIR AND RESTORATION

- 7.1 Right to Purchase Insurance.** The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Properties, the improvements thereon and appurtenant thereto, for the interest of the Association and of all Members thereof, in such amounts and with such endorsements and coverage as shall be considered good sound insurance coverage for properties similar in construction, location and use to the subject property. Such insurance may include, but need not be limited to:
- (a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.
 - (b) Public liability and property damage insurance on a broad form basis.
 - (c) Fidelity bond for all directors, officers and employees of the Association having control over the receipt or the disbursement of funds in such final sums as shall be determined by the Association in accordance with its Bylaws.
 - (d) Officers and directors liability insurance.
- 7.2 Insurance Proceeds.** Proceeds of insurance shall be disbursed by the insurance carrier to the Association or contractors designated by the Association as the Board of Directors may direct. The Association shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Properties.
- 7.3 Mortgage Protection.** There may be attached to all policies of insurance against loss or damage by fire and other hazard, a mortgagees or lender's loss payable clause; provided, however, that amounts payable under such clause to the mortgagee may be paid to the Association to hold for the payment of cost of repair or replacement, subject to the provisions of Section 7.2 hereof. The Association shall be responsible to hold said monies or to collect additional monies if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall ensure that all mechanics' materialmen's and similar liens which may result from said repairs or replacements are satisfied.
- 7.4 Destruction of Improvements on Individual Lots.** In the event of destruction (total or partial) to the improvements on any individual Lot due to fire or any other cause

each Owner covenants and agrees to clear and remove any and all debris resulting from such damage within two (2) months after the date that the damage occurs and to complete all necessary repairs or reconstruction of the damage improvements within one (1) year after the date that the damage occurs. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as such Owner's undivided responsibility, pay any excess costs of repair or replacement.

ARTICLE VIII USE OF COMMON PROPERTIES

The Common Properties may be occupied and used as follows:

- 8.1 Restricted Actions by Owners.** No Owner shall permit anything to be done on or in the Common Properties that would violate this Declaration, that would violate any applicable public law or zoning ordinance or which will result in the cancellation of or increase of any insurance carried by the Association. No waste shall be committed in or on the Common Properties.
- 8.2 Damage to the Common Properties.** Each Owner shall be liable to the Association for any damage to the Common Properties caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, pets, tenants or invitees.
- 8.3 Rules of the Board.** All Owners and occupants shall abide by any rules and regulations adopted by the Board, which may include the imposition of fees or other charges for the use, rental or operation of the Common Properties. The board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including reasonable attorney's fees, incurred by the Association in connection therewith.

ARTICLE IX USE OF PROPERTIES AND LOTS; PROTECTIVE COVENANTS

The Properties and each Lot situated thereon shall be constructed, developed, reconstructed, repaired, occupied and used as follows:

- 9.1 Public Use Permitted.** Any restrictions contained herein shall not be intended to restrict or prohibit, and shall not restrict or prohibit the State of Texas or any political subdivision thereof, including independent school districts, from using any of the property affected hereby for public purposes, regardless of the nature of said use.
- 9.2 Residential Purpose.** Each Lot (including land and improvements) shall be used and occupied for single family residential purposes only. No Owner or other occupant shall use or occupy such Owner's Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family detached residence for the Owner or such Owner's tenant and their families and domestic servants employed

on the premises. As used herein the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of any Lot for a duplex apartment or other apartment use. Notwithstanding any provision herein, Declarant and its successors and/or assigns, and any party engaged in the process of constructing a residential dwelling on a Lot for sale to consumers (with the prior written consent of Declarant), shall be entitled to conduct on such Lot or Lots all activities normally associated with and convenient to the development and sale of the Lots and the subdivision and the construction and sale of residence on the Lots.

9.3 **Minimum Lot Area.** No Lot shall be resubdivided; provided, however, that Declarant shall have and reserves the right, at any time, or from time to time, upon the joinder and consent of the appropriate county and/or municipal authorities, and with the joinder and consent of the directly affected Owners, to file a replat of the Plat to effect a resubdivision or reconfiguration of any Lots then owned by Declarant, so long as, such replat results in each resubdivided Lot containing not less than the minimum lot size of the smallest lot in the original plat. Owners shall not unreasonably withhold or delay their joinder in or consent to the replat or amendments to the Plat. The privilege to replat Lots owned by the Declarant reserved in this Section 9.3 shall be exercisable only by Declarant.

9.4 **Minimum Floor Space.** All floor areas referenced below are for air-conditioned floor areas, exclusive of porches, garages, or breezeways attached to the main dwelling. Each dwelling constructed on Lots in the Properties shall contain a minimum number of square feet as follows:

Lots 5 through 26	Blk 5 - 1800 sq. ft.
Lots 7 through 45	Blk 4 - 1800 "
Lots 40 " 46	Blk 2 - 1800 "
All other Lots	- 1500 "

9.5 **Combining Lots.** Any person owning two or more adjoining Lots may, at his sole cost and expense, and with the prior written consent of Declarant and the Architectural Control Committee, consolidate such Lots into a single building location for the purpose of constructing one (1) residential structure thereon (the plans and specifications therefore being approved as set forth in this Declaration) and such other improvements as are permitted herein; provided, however, any such consolidation must comply with the rules, ordinances and regulations of any governmental authority having jurisdiction over the Properties. For example, three Lots could be combined into two (2) building sites where each such site is larger than a single Lot. In the event of any such consolidation, the consolidated Lots and structures built thereon shall be deemed to be a single Lot for purposes of applying the provisions of this Declaration; provided, however, such Owner shall continue to pay assessments on such Lots as if such Lots had not been consolidated (however, the maintenance assessment on any consolidated building site shall include only one (1) garbage collection charge) and shall be entitled to one vote for each Lot (determined prior to such consolidation) owned by such Owner. Any such consolidation shall give consideration to easements as shown and provided for on the Plat and any required abandonment or relocation of any such easements shall require the prior written approval of Declarant as well as the

prior written approval of any utility company having the right to the use of such easements. Combining of portions of Lots into a single building site is prohibited.

Set back Requirements and Building Location. All front, side and rear setbacks must be approved by the Architectural Control Committee, and must meet the requirements of the applicable governmental authorities and the requirements of the Plat or other recorded documents. Driveways shall be permitted to be placed within a setback as approved by the Architectural Control Committee. The location of the main residence on each Lot shall be no nearer to side lot lines than five feet (5.0 ft.) and the facing of the main elevation with respect to the street shall be subject to the written approval of the Architectural Control Committee. No building or structure of any type shall be erected on any Lot nearer to the Property lines indicated by the minimum building setback line on the Plat. Detached garages shall be no nearer to side lot lines than three feet (3.0 ft.).

9.7 Height. No building or structure on any Lot shall contain more than two (2) stories or exceed, in height, the maximum height allowed by the applicable governmental authorities, such height to be measured and determined in accordance with the method approved by such governmental authorities.

9.8 Driveways. Each Lot must be accessible to the adjoining street by a driveway suitable for such purposes and approved in writing as to design, materials and location by the Architectural Control Committee before the residential structure located on such Lot may be occupied or used.

9.9 Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot except as expressly provided on the Plat, or otherwise approved in writing by the Architectural Control Committee.

9.10 Drainage. Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters. After the residence to be constructed on a Lot has been substantially completed, the Lot will be graded and maintained by the Owner of the Lot as substantially completed, the Lot will be graded so that surface water will generally flow to streets, drainage easements, or Common Properties, and does not cause undue erosion of any Lot and is in conformity with the general grading and drainage plans for the subdivision. Owners causing (either directly or indirectly) erosion or other incident damage to personal or real property due to inadequate or defective grading or drainage measures on their Lot, or because of excess runoff caused by their irrigation system, shall be liable to all such damaged parties for the replacement, repair and/or restoration of such damaged parties for the replacement, repair and/or restoration of such damaged real or personal property. Any such damaged parties, and not the Association or Declarant, shall be responsible for instituting any legal action to correct any such inadequate or defective grading or drainage systems or seeking damages due to such inadequate or defective grading or drainage system. Each Owner shall be responsible for ensuring that all local, state and federal rules and regulations regarding drainage and run-off are met.

9.11 Utilities. Each residence situated on a Lot shall be connected to the water and sewer lines as soon as possible after same are available at the Lot line. No privy, cesspool, or septic tank shall be placed or maintained upon or in any Lot. However, portable toilets will be allowed during building construction. The installation and use of any propane, butane, LP Gas, or the gas tank, bottle or cylinder of any type (except portable gas grills), shall require the prior written approval of the Architectural Control Committee, and, if so approved, the Architectural Control Committee may require that such tank, bottle or cylinder be installed underground. Any control boxes, valves, connections, utility risers or refilling or refueling devices shall be completely landscaped with shrubbery so as to obscure their visibility from the streets within or adjoining the Properties or from any other Lot.

9.12 Utility Easements. Easements for the installation and maintenance of utilities are reserved as shown on the recorded plat; and no permanent (non portable) structure shall be erected therein. Neither Declarant nor any utility company or governmental entity using the easements shall be liable for any damage done by them or their assigns, agents, or employees to shrubbery, trees, flowers or any other improvements located on the land covered by said easements.

The underground electrical distribution system shall consist of overhead primary feeder circuits constructed on wood or steel poles, single or three phase, as well as underground primary and secondary circuits, pad mounted or other types of transformers, junction boxes, and such other appurtenances as shall be necessary to make underground service available. The owner of each lot containing a single-family residence shall own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. Declarant has either by designation on the plat of the Subdivision or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned, and installed service wires. For so long as underground service is maintained in the Subdivision, the electric service to each dwelling unit therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Easements for underground service may be crossed by driveways and walkways provided prior arrangements are made with the utility companies furnishing gas and telephone service including installation of any necessary conduit, as approved, under such driveways or walkways prior to construction thereof. Such easements for underground service shall be kept clear of all other improvements, including buildings, patios or other pavement, and neither Declarant nor any utility company using the

easements shall be liable for any damage done by them or their assigns, agents, or employees to shrubbery, trees, flowers, or any other improvements (other than crossing driveways or walkways providing conduit has been installed as outline above) located on the land covered by said easements.

Declarant hereby reserves, for itself and its successors and assigns, a three-foot (3') wide unobstructed drainage easement adjacent and parallel to each of the side-lot lines of all Lots and each of the rear-lot lines of all Lots together with the right of ingress and egress to each said easement, for the purpose, without liability to Owner, of excavating to the extent reasonably necessary, and constructing, maintaining, repairing and reconstructing drainage swales as part of the surface water drainage system. Such drainage easements shall remain unobstructed by any building, pavement, or other structure, except that a driveway or a yard fence may be constructed within or across the easement areas, provided, however that any such improvement shall in no manner impede the free-flow of surface water drainage.

In the event that audio and video communication services and utilities are made available to any of the Lots by means of an underground-coaxial cable system, the company furnishing such services and facilities shall have a two-foot (2') wide easement along and centered on the underground wire or cable when and as installed by said company from and at a right angle to the utility easement nearest to the point of connection on the house or garage, constructed or to be constructed, upon said Lot, and in a direct line from said nearest utility easement to said point of connection.

9.13 Construction Requirements.

- (a) The exterior surface of all residential dwellings shall be constructed of glass, wood, brick, stone, stucco, or other materials approved by the Architectural Control Committee. The exterior wall area of each residence located within the Properties shall not have less than seventy percent (70%) brick, stone, masonry, siding which is concrete in composition and be equivalent to, Hardi Plank in appearance and application, or stucco construction, unless specifically approved, in writing, by the Architectural Control Committee. The surface area of windows surrounded on two or more sides by brick, stone, Hardi Plank or stucco shall be counted as being included in the 50% calculation. No previously used materials, other than fired antique brick, shall be permitted on the exterior of the residential structures located within the Properties, without the prior written approval of the Architectural Control Committee.

All roofs on houses on lots 5 through 26, BLK 5, and Lots 7 through 45 BLK 4, and Lots 40 through 46, BLK 2 shall be constructed of twenty-five (25) year "dimensional", composition shingles or better, concrete or clay tiles, or aluminum shingles in a weathered wood color or other material approved by the Committee. The roofs on houses on all other lots may be constructed of 3-Tab 20 year composition shingles or better. The Architectural Control Committee will only approve roofing material which are of a quality consistent with the external design, color and appearance of

other improvements within the subdivision. The roof pitch of any portion of the main roof of the houses shall be the minimums shown below:

Lots 5 through 26, Blk 5	-	8'x12'
Lots 7 through 45, Blk 4	-	8'x12'
Lots 10 through 46, Blk 2	-	8'x12'
All other lots	-	5'x12'

Any deviation of roof pitch must be approved in writing by the Architectural Control Committee. Exterior paint and stain colors shall be subject to the written approval of the Architectural Control Committee.

- (b) No dwelling or other structure shall be erected nearer to any street or property line than that allowed by the applicable plat or other recorded documents unless first approved in writing by the Architectural Control Committee. Driveways shall be permitted to be placed within a setback as approved by the Architectural Control Committee.
- (c) No above ground-level swimming pools shall be installed on any Lot. This provision is not intended to prohibit inflatable pools, not greater than twenty-four inches (24") in depth, typically used by toddlers.
- (d) All exterior construction of the primary residential structure, garage, porches, and any other appurtenances or appendages of every kind and character on any Lot and all interior construction (including, but not limited to all electrical outlets in place and functional, all plumbing fixtures installed and operational, all cabinet work, all interior walls, ceilings, and doors shall be completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.
- (e) No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks without the written permission of the Architectural Control Committee.

9.14 Garages and Servants Quarters. Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles, but not more than four (4). All garage doors shall be closed at all times when not in use. Attached garages facing a street on which the dwelling fronts must be approved by the Architectural Control Committee with respect to its orientation and location relative to the dwelling on the Lot. Detached garages with living quarters above must be approved in writing by the Architectural Control Committee. No carport shall be built, placed, constructed or reconstructed on any Lot. As used herein, the term "carport" shall not be deemed to include a Porte cochere. No garage shall ever be changed, altered, reconstructed or otherwise converted for any purpose inconsistent with the garaging of automobiles, unless a new garage is constructed in accordance (i) with the requirements of this Section, (ii) any applicable building setback lines, and (iii) plans approved by the Architectural Control Committee. Porte cocheres must be approved in writing by the Architectural Control Committee.

9.15 **Fences.** No fence, wall or hedge shall be erected, placed or altered on any Lot without the prior written approval of the Architectural Control Committee and the design of and material used in the construction of fences shall be subject to the prior written approval of the Architectural Control Committee. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line indicated on the Plat, unless otherwise permitted by the Architectural Control committee and in accordance with the requirements of the applicable governmental authorities. All wooden fences shall: (i) be cedar or better wood materials (except structural Components); (ii) have a minimum height of six (6) feet and a maximum of eight (8) feet; (iii) have slats measuring six (6) inches wide; (iv) have vertically installed slats; and (v) be neither painted nor stained; provided, however, that a clear stain or sealer, may be used. In addition, any wood fence visible from the street or from the Common Properties must be constructed so that the structural supports are on the inside of the fence are not visible from the street. Where 2 varying height fences adjoin (such as at a corner) there shall be a "transition" section of at least 8 feet preceding the point of intersection (where both fences shall be of equal height). Fences erected on common lot lines shall be jointly maintained, repaired and replaced by the Owners of the (2) Lots sharing the common lot line upon which the fence is constructed. No fence, wall or hedge shall exceed eight (8) feet in height. No perimeter chain link fence or other wire type fence shall be erected on any lot, but in no event shall any interior chain link fencing be visible from residential streets or the Common Properties. Lots 2 through 4, BLK 5 and Lots 6 through 8 and Lots 10 through 13 BLK 5 and Lots 15 through 26 BLK 5 shall have rear lot fences and side lot fences (from the rear of the house to the back lot line) made of ornamental iron, painted black, and five feet in height. Lots 12 and 13 BLK 5, and Lots 15 through 26 BLK 5 shall not have any access gate from the lot to the adjacent golf course property. All service and sanitation facilities, clothes lines, and wood piles must be enclosed within fences, walls and/or landscaping so as not to be visible from the adjoining Lots, residential streets and adjoining golf course property. Upon submission of a written request, the Architectural Control Committee may, from time to time, at its sole discretion, permit Owners to construct fences or walls which are in variance with the provisions of this paragraph where, in the opinion of the Architectural Control Committee, the fence or wall is an integral part of the home.

9.17 **Trash Receptacles and Collection.** Each Lot Owner shall make or cause to be made appropriate arrangements with the Association or designated collection contractor for collection and removal of garbage and trash on a regular basis. If the Owner fails to make such provisions, the Association may do so and assess the costs thereof to the Owner. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the applicable governmental authority, and/or the Association, in connection with the storage and removal of trash and garbage. All Lots shall all times be kept in a well maintained, healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, rubbish, debris, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be

constructed of metal, plastic or masonry materials, with tightly-fitting lids, or other containers approved by the applicable governmental authority, and which shall be maintained in a clean and sanitary condition. An Owner may place trash on the street curb or alley abutting his Lot only on those days designated by the applicable governmental authority, or Association, as trash collection days; trash containers must be stored completely out of public view on non-collection days; provided, however, such trash must be kept neatly contained in a sanitary, tightly-sealed metal, plastic or other container. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which the materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

- 9.18 **Exterior Lighting.** No exterior lighting, including landscaped lighting, shall be installed or maintained on any Lot without the prior written approval of the Architectural Control Committee. Further, and notwithstanding such prior written approval, upon being given notice by the Architectural Control Committee that any exterior light is objectionable (creates a nuisance in the Architectural Control Committee's sole opinion), the Owner of the Lot on which same is located will immediately remove said light or shield the same in such a way that is no longer objectionable.
- 9.19 **Window Units.** No window or wall type air-conditioners shall be permitted to be used, erected, placed or maintained on or in any residential building on any part of the Properties.
- 9.20 **Antennas Restrictions and Satellite Dishes.** No electric, radio, television or other type of device for transmitting or receiving electronic signals including satellite dishes, shall be erected, constructed, placed or permitted to remain on any Lots, houses or buildings unless located to the rear of the house or the rear of the roof ridge line, or gable of the main structure so as to be hidden from sight when viewed from the fronting or siding street. All satellite dishes must be approved by the Committee as to type and location on the Lot prior to installation. And in no event will dishes greater than 24" be erected without approval of the committee.
- 9.21 **Temporary Structures and Vehicles.** Outbuilding for use as a greenhouse or garden building must be constructed on skids and be portable if placed on an easement and may not be taller than eight (8) feet. All such buildings must be approved by the Architectural Control Committee. No modular or prefabricated home, tent, shack, shed or barn shall be placed on any Lot, either temporarily or permanently, as a residence or living quarters. No structure shall be moved upon any Lot from another location, except for a sale, pre-sale or construction trailer; provided, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection

with the sale of Lots, construction and selling of residences and construction of other improvements on the Properties. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and builders shall also have the temporary right to use a residence situated on a Lot as a temporary office or model home during the period of and in connection with the construction and sales operations on the Properties, but in no event shall a builder have such right for a period in excess of one (1) year after the date of substantial completion of his last residence on the Properties. Any truck, bus, boat, boat trailer, trailer, mobile home, campmobile, camper or any vehicle other than conventional automobile shall, if brought within the Properties be stored, placed or parked within the garage of the appropriate Owner or, with the prior written approval of the Architectural Control Committee, concealed from view from adjoining Lots, Common Properties, or public streets.

- 9.22 **Parking.** Parking in driveways is permitted; provided, however, no inoperable vehicles, no stored vehicles, or vehicles not utilized on a daily basis shall be permitted to be stored in driveways. No vehicles of a size which can not fit into the garage of the residence may be routinely parked or stored on a driveway or on the street. For purposes of this section, a vehicle shall be considered "stored" if it remains in view from the street or the Common Properties for a period of time in excess of 72 hours.
- 9.23 **Signs.** No signs, flags or flag poles shall be placed on any Lot without the prior written approval of the Architectural Control Committee, with the following exceptions: (i) Declarant may erect and maintain a sign, signs or flags for the construction, development, operation, promotion and sale of the Lots; (ii) the display of a flag not exceeding 4' x 6' in size shall be permitted, provided the display is attached to the front facade of the home by a bracket; (iii) signs of customary dimensions (2' x 3' maximum) advertising said property or portions thereof for sale; and (iv) with Declarant's prior written approval, home builders may erect and maintain a sign, signs or flags on the Lot for the promotion and sale of homes being constructed in the subdivision by such builder. Notwithstanding anything herein contained to the contrary any and all signs, if allowed; shall comply with all sign standards of the applicable governmental authorities, as such standard may be applicable to the Properties.
- 9.24 **Removal of Dirt.** The digging of dirt or the removal of any dirt from any lot is prohibited, except as necessary in conjunction with landscaping or construction of improvements thereon, and in no event shall any such dirt be deposited on a vacant Lot within the Subdivision without the prior written consent of the Owner of such Lot.
- 9.25 **Drilling and Mining Operation.** No oil drilling, water well drilling or development operation, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas or water shall be erected, maintained or permitted upon any Lot.
- 9.26 **Offensive Activities.** No noxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance

to the other Owners. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential Lot, except that dogs, cats or other household pets (not to exceed three (3) adult animals) may be kept, provided that they are not kept, bred or maintained for commercial purposes. The Board shall have the right to determine what constitutes a nuisance to the community and such determination shall be final and conclusive as long as it is made in good faith.

9.27 Duty of Maintenance.

Owners and occupants (including lessees) of any Lot shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or other rights-of-way incident thereto, and vacant land, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (i) Prompt removal of all litter, trash, refuse and waste;
- (ii) Lawn mowing and edging of all curbs and edgeways on a regular basis;
- (iii) Tree and shrub pruning;
- (iv) Watering landscaped areas in a regular manner so as to maintain harmony with the overall standard of the subdivision;
- (v) Keeping exterior lighting and maintenance facilities in working order;
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive;
- (vii) Keeping parking areas, driveways and curbs in good repair;
- (viii) Complying with all government health requirements, this Declaration, and all rules and regulations promulgated by the Association;
- (ix) Repair of exterior damages to improvements including but not limited to, broken glass or damaged or unsightly doors;
- (x) Cleaning of landscaped areas lying between street curbs and Lot lines;
- (xi) Repainting of improvements, after first obtaining the written approval of the Architectural Control Committee.

- (b) If, in the opinion of the Board, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association may give such person written notice of such failure and such person must within thirty (30) days after receiving such notice, perform the repairs and maintenance or make arrangements with the Association for making the repairs and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such repair and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person.
- (c) Notwithstanding the provisions of Section 9.27 (b) above, if at any time, an Owner shall fail to control weeds, grass and/or other unsightly growth, the Association shall have the authority and right to go onto the Lot of such Owner for the purpose of mowing and cleaning said lot and shall have the authority and right to assess and collect from Owner of said Lot a sum up to \$500.00 for mowing or cleaning said Lot on each respective occasion of such mowing or cleaning. If, at any time, weeds or other unsightly growth on the

Lot exceed six inches (6") in height, the Association shall have the right and authority to mow and clean the Lot, as foresaid.

- (d) The Owners and occupants (including lessees) of any Lot on which work is performed pursuant to Section 9.27 (b) and (c) above shall, jointly and severally, be liable for the cost of such work (such costs constituting a special individual assessment as specified in Section 5.5 (b) hereof) and shall promptly reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all said persons, jointly and severally, and shall constitute a lien against the Lot on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have the identical powers and rights in all respects, including but not limited to the right of foreclosure.

- 9.28 **Maintenance of Common Properties.** All landscaping and improvements placed or erected on the Common Properties by Declarant shall be owned and maintained by the Association.

ARTICLE X ARCHITECTURAL CONTROL COMMITTEE

- 10.1 **Architectural Control Committee.** As long as Declarant holds title to any of the Lots, the Architectural control Committee, hereinafter called the "Committee", shall be composed of three (3) or more individuals selected and appointed by the Declarant. At such time as Declarant no longer owns any Lots, the Committee shall be composed of such individuals selected by the Board of Directors of the Association. The Committee shall use its best efforts to promote and ensure a high level of quality, harmony and conformity throughout the Properties. The Committee shall function as the representative of the Owners for the purpose herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. Other than as set forth in Section 10.2 hereof, no member of the Committee shall be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages arising out of services performed, actions taken, or inaction in connection with any undertaking, responsibility or activity hereunder or request for action hereunder. At any time, the Declarant may delegate and assign to the Board of Directors, all of the Declarant's power and right to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action by the Declarant shall be effective upon recordation of a written instrument properly reflecting same in the Office of the County Clerk of Harris County, Texas.

10.2 Architectural Approval. No building structure, shed, fence wall or improvement of any kind or nature shall be erected, constructed, placed, altered, changed or modified on any lot until the plot plan showing the location of such building, structure, paving or improvement, construction plans and specification thereof have been submitted to and approved in writing by the Committee or a representative or agent designated by the Committee to act on behalf of the Committee as to: (i) location with respect to Lot lines; height and dimensions of improvements; intended use of the proposed improvements; relationship to neighboring Lots and improvements situated or to be situated thereon; and any drainage arrangements, (ii) conformity and harmony of external design, color, texture, type and appearance of exterior surfaces; (iii) type of materials; site dimensions; facing of main elevation with respect to nearby streets; and (iv) the other standards set forth within this Declaration.

Final plans and specifications shall be submitted to the Committee for approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, the complete set of plans and specifications will be retained by the Committee and will be marked "Approved", and the Owner will be informed in writing of the approval. If found not to be in compliance with these Covenants and Restrictions, such plans and specifications shall be returned marked "Disapproved"; accompanied by a reasonable statement of items found not to comply with these Covenants and Restrictions. Any modification or change to the approval or disapproval as required herein shall be in writing. If the Committee or its designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted, the Committee approval shall be assumed; provided, however, that nothing in this paragraph shall affect in any way the method for seeking or granting variances, as described in Section 10.3 hereof, nor shall any failure of the committee to act on a variance request within any particular period of time constitute the granting or approval of any such variance request; and the failure of the Committee to rule on a request for approval within the 30 day limit shall not be deemed as approval of any modification which would violate any requirement of the Covenants.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping on the Lots, and may disapprove aspects thereof which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Owner(s) or the general value of the Properties.

The Committee may, from time to time, publish and promulgate architectural standards, bulletins and/or design guidelines which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration. Such bulletins and guidelines shall supplement these covenants and restrictions and are incorporated herein by reference. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these covenants and restrictions.

10.3 Variances. Upon submission of a written request for same, the Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install

improvements which are in variance from the architectural standards, the Covenants and Restrictions, or the previously published architectural bulletins which are provided in this Declaration or which may be promulgated in the future. In any case, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the community. No member of the Committee shall be liable to any Owner or other person claiming by, through, or on behalf of any Owner, for any claims, causes of action, or damages arising out of the granting or denial of, or other action or failure to act upon, any variance requested by an Owner or any person acting for or on behalf of any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the covenants and restrictions, architectural standards or published architectural bulletins provided hereunder against any other Owner. Each such written request must identify and set forth in detail the specific restriction or standard from which a variance is sought and describe in complete detail the exact nature of the variance sought. Any grant of a variance by the Committee must be in writing and must identify in narrative detail both the standard from which a variance is being sought and the specific variance being granted. By way of example, but not by way of limitation, a variance might be granted for an inadvertent minor encroachment on a building set back line by major improvements which would require demolishing such improvements in order to remedy the encroachment and in the sole opinion of the Committee, the cost (to the Owner) of the remedy would not be justified by the overall benefit to be derived by the community.

- 10.4 **No Liability.** Neither Declarant, the Association, the Committee, the Board, nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Committee, the Board, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases and quitclaims all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Plans and specifications are not approved for engineering or structural design or adequacy of materials, and by approving such plans and specifications neither the Committee, the members of the Committee, the Declarant nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications.

ARTICLE XI EASEMENTS

- 11.1 **Ingress and Egress by the Association.** The Association shall, at all times, have full rights of ingress and egress over and upon each Lot for the maintenance and repair of

each Lot and the Common Properties in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused by the Association's entry, other than damages caused by the Owner, shall be repaired by the Association at the expense of the Association.

- 11.2 **General.** The rights and duties of the Owners with respect to sanitary sewer, water, electricity, natural gas, telephone and cable television lines and drainage facilities shall be governed by the following:
- (a) Wherever (i) sanitary sewer or water service connections, (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connections, lines or facilities or any portion thereof lie in or upon Lots owned by any party other than the Owner of a Lot served by said connections, lines or facilities, such Owners of Lots served shall have the right and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots within or upon which said connections, lines or facilities or any portion thereof lie to repair, replace and generally maintain said connections, line or facilities as and when the same may be necessary.
 - (b) Wherever (i) sanitary sewer or water service connections (ii) natural gas, electricity, telephone or cable television lines, or (iii) drainage facilities are installed within the Properties, which connection, lines or facilities serve more than one Lot, the Owner of each Lot served by said connections, lines or facilities shall be entitled to the full use and enjoyment of such portions of said connections, lines or facilities which service such Owner's Lot.
- 11.3 **Reservation of Easements.** Easements over the Lots and Common Properties for the installation and maintenance of electric, telephone, cable television, water, gas and sanitary sewer lines and drainage facilities are hereby reserved by the Association, together with the right to grant and transfer same.
- 11.4 **Emergency and Service Vehicles.** An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles and other service vehicles such as garbage collection trucks, the US Postal Service, and delivery services, to enter upon the Common Properties, including but not limited to private streets, in the performance of their duties; and further, an easement is hereby granted to Northwest Harris County Municipal Utility District #82, the Association, and their officers, directors, agents, employees and management personnel to enter the Common Properties to render any service.
- 11.5 **Universal Easement.** The Owner of each Lot (including Declarant so long as Declarant is the Owner of any Lot) is hereby granted an easement over all adjoining Lots and Common Properties for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall any

easement or encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and completion of improvements on the Common Properties and the Properties shall be appurtenant to the Lot being serviced and shall pass with each conveyance of said Lot.

- 11.6 **Wall and Landscape Easement.** An easement of varying width is hereby established for the maintenance and repair of any entry screening wall or monument and the associated landscape and irrigation. Owners shall not alter, paint, or otherwise use such walls or monuments even though such walls or monuments and easements may be located on or adjacent to such Owner's Lot. The Association retains the right to enter upon the Properties and perform such maintenance as necessary.

ARTICLE XII GENERAL PROVISIONS

- 12.1 **Duration.** The provision of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and/or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date that this Declaration is recorded in the Office of the County Clerk of Harris County, Texas, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast seventy percent (70%) of the votes of the Association, in the aggregate, regardless of class, has been recorded in the Office of the County Clerk of Harris County, Texas, agreeing to abolish or terminate this Declaration provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

- 12.2 **Amendments.** Notwithstanding the terms and provisions of Section 12.1 hereof, this Declaration may be amended, modified and/or changed as follows:

- (a) during the time Declarant is the Owner of any Lot, the Declarant, may amend or change this Declaration with the written consent of at least fifty-one percent (51%) of the total eligible votes of the Association, regardless of class;
- (b) in all other situations, this Declaration may be amended or changed either upon the express written consent of Members entitled to cast at least sixty-five percent (65%) of the total eligible votes of the Association.

Any and all amendments to this Declaration, shall be recorded in the Office of the County Clerk of Harris County, Texas. Notwithstanding the prior provisions of this Section 12.2, (a) the Declarant may execute and record amendments to this Declaration without such consent or approval if the amendment is for the purpose of correcting technical or typographical errors or for clarification only.

- 12.3 **Enforcement.** Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by this Declaration; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition should the Association prevail in any such litigation, the Association shall be entitled to recover its reasonable attorney's fees.
- 12.4 **Severability.** Invalidation of any one of this Declaration by judgment or court order shall in no wise affect any other provision of this Declaration or the remainder of this Declaration which shall remain in full force and effect.
- 12.5 **Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.
- 12.6 **Notices to Member/Owner.** Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.
- 12.7 **Notices to Mortgagees.** If the holder of a mortgage on a Lot shall notify the Association of the address and the identity of the Lot and Owner covered by and granting such mortgage, then such holder(s) shall be entitled to receive written notification from the Association of any default by the respective Owner in the performance of such Owner's obligations as established by this Declaration.
- 12.8 **Disputes.** Matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of this Declaration or the Bylaws of the Association shall be determined by the Board of Directors whose determination shall be final and binding upon all Owners.
- 12.9 **Termination of and Responsibility of Declarant.** If Declarant shall convey all of its right, title and interest in and to the Properties or assign all its rights, benefits and obligations as Declarant hereunder to any partnership, individual or individuals, corporation or corporations, then and in such event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.
- 12.10 **Limitation of Liability.** Neither Declarant, the Association, the Architectural Control Committee, the Board of Directors of the Association, nor any of the respective officers, partners, directors, members, successors, assigns or agents of the above, shall be liable in damages or otherwise to anyone who submits matters for approval to any of the above-mentioned parties, or to any Owner affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval hereunder. Approval by the Architectural Control Committee, the Board of Directors of the Association, or the Association, or

any of their respective officers, partners, directors, members, successors, assigns or agents, is not intended as any kind of warranty or guarantee as to the integrity or workability of the plans or the contractors used.

12.11 SECURITY. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT OR AGENT THEREOF SHALL IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROPERTIES. NEITHER SHALL THE ASSOCIATION, DECLARANT NOR SUCCESSORS DECLARANT OR AGENT THEREOF BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY RESIDENCE, TENANTS, GUESTS AND INVITEES OF ANY OWNER AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, DECLARANT OR ANY SUCCESSOR DECLARANT OR AGENT THEREOF DOES NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, NOR THAT FIRE PROTECTION OR BURGLAR ALARMS SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY RESIDENCE AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, DECLARANT OR ANY SUCCESSOR DECLARANT OR AGENT THEREOF ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY RESIDENCE AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO RESIDENCES AND TO THE CONTENTS OF RESIDENCES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORES, DECLARANT OR ANY SUCCESSOR DECLARANT OR AGENT THEREOF HAVE MADE NO REPRESENTATIONS OF WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

IN WITNES WHEREOF, the Declarant has caused this instrument to be executed
as of the 18th day of August, 2000

D. R. Horton, Inc. - Texas Ltd.,
a Texas limited partnership

By: 

H. Dan Mathews V.P.
Name and Title

lk

STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,
on this day personally appeared H. Dan Mathews known to me to be the
person whose name is subscribed to the foregoing instrument, and acknowledged to me that he
executed the same for the purposed and consideration therein expressed, in the capacity therein
stated and as the act and deed of such company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of August, 2000

My Commission Expires:

[Signature]
Notary Public, State of Texas



(Printed or Typed Name of Notary)

The undersigned are the owners and holders of certain liens on the Property and execute this Declaration for the sole purpose of subordinating such liens to the provisions of this Declaration.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF TEXAS :

COUNTY OF HARRIS :

This instrument was acknowledged before me on the _____ of _____, _____, by _____ of _____ on behalf of said _____.

Notary Public in and for the State of
TEXAS

534-81-2192

STATE OF TEXAS :

COUNTY OF HARRIS :

This instrument was acknowledged before me on the 18th of August, 2000, by Dan Matthews, of D.R. HORTON on behalf of said



[Signature]
Notary Public in and for the State of
TEXAS

AFTER RECORDING RETURN TO:

D.R. Horton, Inc. - Texas, Ltd.
10850 Richmond Avenue, Suite 155
Houston, Texas 77042

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this INSTRUMENT was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas at

SEP 25 2000



Beverly C. Kayfman
COUNTY CLERK
HARRIS COUNTY, TEXAS

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B
U967753

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CYPRESSWOOD GREEN, SECTION ONE (1)

THE STATE OF TEXAS

§
§
§

04/04/01 201478336 U967753

\$15.00

WHEREAS, D.R. Horton – Texas Ltd., a Texas limited partnership, as Declarant, caused that certain instrument entitled “Declaration of Covenants, Conditions and Restrictions for Cypresswood Green, Section I” (“the Declaration”) to be recorded in the Official Public Records of Real Property of Harris County, Texas on September 25, 2000 under Clerk’s File No. U639056, which Declaration imposed various covenants, conditions and restrictions upon the following real property:

Cypresswood Green, Section I, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 453051 of the Map Records of Harris County, Texas

lee

and,

WHEREAS, the Declaration provides that it may be amended at any time by Declarant, so long as Declarant is the owner of a Lot (as that term is defined in the Declaration) and the amendment is approved in writing by Owners representing not less than fifty-one percent (51%) of the total eligible votes in Cypresswood Green Property Owners Association, Inc. (“the Association”), regardless of class; and

WHEREAS, D.R. Horton, Inc. – Texas Ltd., as Declarant and the holder of not less than fifty-one percent (51%) of the total eligible votes in the Association, regardless of class, desires to amend the Declaration;

NOW, THEREFORE, D.R. Horton, Inc. – Texas Ltd., as Declarant and the holder of not less than fifty-one percent (51%) of the total eligible votes in the Association, regardless of class, hereby amends the Declaration as follows:

1. Article II, Section 2.1, of the Declaration is hereby amended to read as follows:

2.1 **Existing Properties.** The Properties which are, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration are Cypresswood Green, Section I, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 453051 of the Map Records of Harris County, Texas, and any additional property annexed to and subjected to the provisions of this Declaration in the manner provided herein.

HARRIS COUNTY CLERK
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APR 4 2001
Beverly D. Kuyfman

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FILED

538-23-2588

538-73-2589

2. Article II, Section 2.2(e), is hereby added to the Declaration to read as follows:

(e) Notwithstanding any provision in this Declaration to the contrary, as long as there is Class B membership in the Association, the annexation of additional properties shall require the prior approval of the U.S. Department of Housing and Urban Development.

3. Article III, Section 3.2, of the Declaration is hereby amended to read as follows:

3.2 Classes of Membership. The Association shall have two (2) classes of membership:

CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote (1) be cast with respect to any such Lot.

CLASS B. The Class B Member shall be Declarant. Declarant shall be entitled to three (3) votes for each Lot owned by Declarant. The Class B membership shall cease, and Declarant shall become a Class A Member, upon the earlier of the following events to occur:

- (i) when seventy-five percent (75%) of the Lots are deeded to Class A Members; or
- (ii) the expiration of ten (10) years from the date this Declaration is recorded.

All Members of the Association may attend meetings of the Association and all eligible voting Members may exercise their vote at such meetings either in person or by proxy.

4. Article IV, Section 4.2(b), of the Declaration is hereby amended by adding the following provision at the end of this section:

Provided that, no portion of the Common Properties may be mortgaged or pledged without the consent of not less than two-thirds (2/3) of the Lot Owners, excluding Declarant. Provided further that, the Common Properties shall be conveyed to the Association free and clear of all encumbrances.

0652-62-865
538-23-2598

5. Article IV, Section 4.2(f), of the Declaration is hereby amended by adding the following provision at the end of this section:

Provided that, as long as there is Class B membership in the Association, no part of the Common Properties may be dedicated without the prior approval of the U.S. Department of Housing and Urban Development.

6. Article IV, Section 4.2(i), is hereby added to the Declaration to read as follows:

- (i) Notwithstanding any provision in this Declaration to the contrary, no part of the Common Properties may be sold or conveyed without the consent of at least two-thirds (2/3) of the Lot Owners, excluding Declarant.

7. Article V, Section 5.10, of the Declaration is hereby amended to read as follows:

5.10 **Subordination of Lien.** The lien described in Section 5.9 of this Declaration shall be deemed subordinate to any mortgage for the purchase of any Lot and any renewal, extension, rearrangements or refinancing thereof. In the event of a foreclosure of a mortgage on a Lot, the purchaser at the foreclosure sale shall not be responsible for any assessments or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Lot, but said purchaser and its successors shall be responsible for assessments and other sums, if any, becoming due and owing to the Association with respect to said Lot after the date of foreclosure.

8. Article XII, Section 12.2, of the Declaration is hereby amended to read as follows:

12.2 **Amendment.** Except as otherwise provided by law, the provisions of this Declaration may be amended at any time by an instrument in writing signed by the Secretary of the Association certifying that Owners representing not less than two-thirds (2/3) of the Lots have voted in favor of such amendment, setting forth the amendments, and duly recorded in the office of the County Clerk of Harris County, Texas. As long as there is Class B membership in the Association, amendment of this Declaration shall also require the consent of the U.S. Department of Housing and Urban Development. Without the joinder of Declarant, no amendment may diminish the rights of or increase the liability of Declarant under this Declaration. Notwithstanding the foregoing, as long as there is Class B membership in the Association, Declarant shall have the right to amend this Declaration, without

the joinder or consent of any other party, for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors, or omissions; provided, however, any such amendment shall be consistent with and in furtherance of the general plan and scheme of development for the Properties.

- 9. Article XII, Section 12.3, of the Declaration is hereby amended by adding the following provision at the end of this section:

The Declarant, the Association, and each Owner or occupant of a Lot shall have the right to enforce the provisions of this Declaration.

Except as amended by this instrument, all provisions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant and the holder of not less than fifty-one percent (51%) of the total eligible votes in the Association, regardless of class, has executed this Declaration on this the 3rd day of April, 2001, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. THE STATE OF TEXAS COUNTY OF HARRIS I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

D.R. Horton - Texas Ltd., A Texas Limited Partnership

20K

By: Meadows I, Limited Its General Partner

By: [Signature]

Name: H. Dan Matthews

Its: V. President

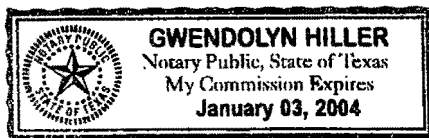
APR - 4 2001



Beverly L. Kaufman COUNTY CLERK HARRIS COUNTY, TEXAS

BEFORE ME, a notary public, on this day personally appeared Dan Matthews, Vice President of Meadows I, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she executed this document for the purposes and in the capacity herein expressed.

Given under my hand and seal of office this 3rd day of April, 2001.



[Signature] Notary Public in and for the State of Texas

RETURN D.R. Horton - Texas Ltd Attn: Andy Armstrong 10830 Richmond Ave, Suite 155 Houston, TX 77042

1552-3-2591

538-73-2592

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

*Please verify that this instrument was FILED in the Number Sequence on the date and at the time
indicated below by us, and was duly RECORDED, in the Official Public Records of Real Property in Harris
County, Texas.

APR - 4 2001



Dorely B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

Book

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CYPRESSWOOD GREEN, SECTION ONE (1)**

lee

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

*1
b*

WHEREAS, D.R. Horton – Texas Ltd., a Texas limited partnership, as Declarant, caused that certain instrument entitled “Declaration of Covenants, Conditions and Restrictions for Cypresswood Green, Section I” (“the Declaration”) to be recorded in the Official Public Records of Real Property of Harris County, Texas on September 25, 2000 under Clerk’s File No. U639056, which Declaration imposed various covenants, conditions and restrictions upon the following real property:

Cypresswood Green, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 453051 of the Map Records of Harris County, Texas

D

and,

WHEREAS, the Declaration was amended by that certain instrument entitled “First Amendment to Declaration of Covenants, Conditions and Restrictions for Cypresswood Green, Section One (1)” recorded in the Official Public Records of Real Property of Harris County, Texas on April 4, 2001 under Clerk’s File No. U967753; and

WHEREAS, by that certain instrument entitled “Supplemental Declaration for Cypresswood Green, Section Two (2)” recorded in the Official Public Records of Real Property of Harris County, Texas on August 30, 2002 under Clerk’s File No. W047909, the following property was annexed to Cypresswood Green, Section One (1), and subjected to all of the covenants, conditions and restrictions set forth in the Declaration:

Cypresswood Green, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 519030 of the Map Records of Harris County, Texas

and,

WHEREAS, the Declaration, as amended, provides that it may be amended at any time by an instrument in writing signed by the Secretary of Cypresswood Green Property Owners Association, Inc. (“the Association”) certifying that Owners representing not less than two-thirds (2/3) of the Lots in the subdivision have voted in favor of such amendment and duly recorded in the Official Public Records of Real Property of Harris County, Texas; and

558-96-8562

WHEREAS, the Declaration, as amended, further provides that, as long as there is Class B membership in the Association, an amendment to the Declaration shall also require the consent of the U.S. Department of Housing and Urban Development; and

WHEREAS, Class B membership in the Association exists as of the date of execution of this instrument; and

WHEREAS, D.R. Horton - Texas Ltd., is the owner of not less than two-thirds (2/3) of the Lots within Cypresswood Green, Sections One (1) and Two (2), and, with the consent of the U.S. Department of Housing and Urban Development, desires to further amend the Declaration;

NOW, THEREFORE, D.R. Horton - Texas Ltd., the owner of not less than two-thirds (2/3) of the Lots in Cypresswood Green, Sections One (1) and Two (2), hereby amends the Declaration as provided below. The Secretary of the Association executes this document for the purpose of certifying that D.R. Horton - Texas Ltd. is the owner of not less than two-thirds (2/3) of the Lots in Cypresswood Green, Sections One (1) and Two (2), according to the records of the Association. Further, the U.S. Department of Housing and Urban Development executes this document for the purpose of acknowledging its consent to the amendments set forth below.

1. Article IX, Section 9.4, of the Declaration is hereby amended by adding the following provisions at the end of the existing provisions in this section:

Notwithstanding any provision in this Declaration to the contrary, each dwelling constructed on a Lot in Cypresswood, Section Two (2), shall contain a minimum number of square feet, as follows:

Lots 17 through 28	Block 1	1800 sq. ft.
Lots 1 through 8	Block 3	1800 sq. ft.
Lots 1 through 16	Block 1	1500 sq. ft.
Lots 1 through 40	Block 2	1500 sq. ft.
Lots 9 through 16	Block 3	1500 sq. ft.
Lots 1 through 23	Block 4	1500 sq. ft.

2. Article IX, Section 9.13, paragraph (a), is hereby amended by adding the following provisions at the end of the existing provisions in this paragraph:

Notwithstanding any provision in this Declaration to the contrary, the roof of the dwelling on each of the following Lots shall be constructed of twenty-five (25) year "dimensional" composition shingles or better, concrete or clay tiles, or aluminum shingles in a weathered wood color or other material approved by the Committee:

Lots 17 through 28	Block 1
Lots 1 through 8	Block 3

The roofs of dwellings on all other Lots in Cypresswood Green, Section Two (2), shall be constructed of 3-tab twenty (20) year composition shingles or better.

The roof pitch of any portion of the main roof of the dwelling on each of the following Lots in Cypresswood, Section Two (2), shall be the specified minimums:

Lots 17 through 28	Block 1	8' x 12'
Lots 1 through 8	Block 3	8' x 12'
Lots 1 through 16	Block 1	5' x 12'
Lots 1 through 40	Block 2	5' x 12'
Lots 9 through 16	Block 3	5' x 12'
Lots 1 through 23	Block 4	5' x 12'

3. Article IX, Section 9.15, of the Declaration is hereby amended by adding the following provisions at the end of the existing provisions in this section:

Each of the following Lots in Cypresswood, Section Two (2), shall have a black wrought iron fence along the rear property line and along each side lot line from the rear property line to the rear plane of the dwelling on the Lot:

Lots 1 through 8	Block 1
Lots 26 through 28	Block 1

Each fence shall be five (5) feet in height and shall have pickets at a four (4) inch on center interval spacing.

Except as amended herein, the provisions of the Declaration, as previously amended, remain in full force and effect.

EXECUTED on the date(s) set forth below, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

D.R. Horton-Texas Ltd.
a Texas limited partnership

By: Meadows I, Limited
its General Partner

Date: 9/16/02

By: 
H. Dan Mathews, Vice-President

Return to:
Butler & Hailey, P.C.
1616 South Voss, Suite 500
Houston, Texas 77057

CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION, INC. 67

Date: 9/4/02

By: *Lewis A. Armstrong*
Lewis A. Armstrong, Secretary

APPROVED:
U.S. Department of Housing
And Urban Development 101

Date: October 28, 2002

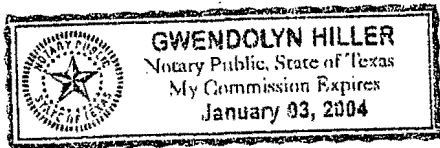
By: *Linda J. Carter*
Name: Linda J. Carter
Its: Supervisory Housing Program Spec.

959-96-959

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared H. Dan Mathews, Vice-President of Meadows I Limited, General Partner of D.R. Horton-Texas, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he executed this document for the purposes and in the capacity herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 4th day of September, 2002, to certify which witness my hand and official seal.

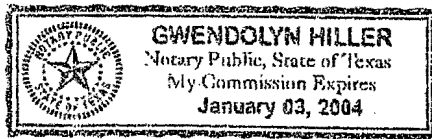


Gwendolyn Hiller
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared Lewis A. Armstrong, Secretary of Cypresswood Green Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he executed this document for the purposes and in the capacity herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 4th day of September, 2002, to certify which witness my hand and official seal.

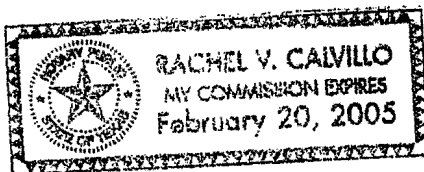


Gwendolyn Hiller
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF ~~HARRIS~~ §

BEFORE ME, a notary public, on this day personally appeared Linda J. Carter, authorized representative of U. S. Department of Housing and Urban Development, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he/she executed this document for the purposes and in the capacity herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 28 day of October, 2002, to certify which witness my hand and official seal.



Rachel V. Calvillo
Notary Public, State of Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

NOV - 8 2002

79565-1



Beverly B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

3216-001-001

553-96-2566

09/25/2002

15:20

BUTLER AND HAILEY P.C. → #3216-001-0017/10000001

COPY

Declarant

W047909

**SUPPLEMENTAL DECLARATION
FOR
CYPRESSWOOD GREEN, SECTION TWO (2)**

STATE OF TEXAS

§
§
§

08/30/02 300831024 W047909

\$13.00

COUNTY OF HARRIS

WHEREAS, D.R. Horton-Texas, Ltd., as Declarant, caused that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Cypresswood Green, Section One (1)" ("the Declaration") to be recorded in the Official Public Records of Real Property of Harris County, Texas on September 25, 2000, under Clerk's File No. U639056, which Declaration imposed various covenants, conditions and restrictions upon the following real property:

Cypresswood Green, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 453051 of the Map Records of Harris County, Texas

and,

WHEREAS, the Declaration was amended by instrument entitled "First Amendment to Declaration of Covenants, Conditions and Restrictions for Cypresswood Green, Section One (1)" and recorded in the Official Public Records of Real Property of Harris County, Texas on April 4, 2001 under Clerk's File No. U967753; and

WHEREAS, the Declaration provides that additional land may be annexed and subjected to the provisions of the Declaration by Declarant, without the consent of any owners, provided that the annexation of additional property is approved by the U.S. Department of Housing and Urban Development so long as there is Class B membership in Cypresswood Green Property Owners Association, Inc. ("the Association"); and

WHEREAS, Class B membership in the Association exists as of the date of execution of this instrument; and

WHEREAS, D.R. Horton-Texas, Ltd., is the owner of the following real property ("the Additional Property") and desires to annex the Additional Property, develop the Additional Property in accordance with the scheme established by the Declaration, and subject the Additional Property to the provisions of the Declaration, as amended, and the jurisdiction of the Association:

All of Cypresswood Green, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 519030 of the Map Records of Harris County, Texas.

NOW, THEREFORE, D.R. Horton-Texas Ltd., Declarant, with the approval of the U.S. Department of Housing and Urban Development, does hereby subject the Additional Property to all of the covenants, conditions and restrictions set forth in the Declaration and the prior amendment thereto. All provisions of the Declaration, as amended, shall apply to the Additional Property with the same force and effect as if the Additional Property was originally included in the property

555-89-0178

subject to the Declaration, including the provisions relating to the payment of annual maintenance charges and assessments. The Additional Property shall be developed, improved, sold, used and enjoyed in accordance with and subject to the provisions of the Declaration, as previously or hereafter amended. All provisions of the Declaration, as amended, shall run with the Additional Property and be binding on all parties who may now or hereafter have or claim any right, title or interest in the Additional Property or any part thereof, and on the heirs, executors, administrators, successors, and assigns of such parties, regardless of the source of or the manner in which any such right, title or interest is or may be acquired.

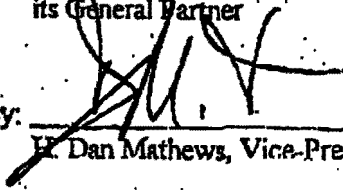
EXECUTED on the date(s) set forth below, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

D.R. Horton-Texas Ltd.
a Texas limited partnership

By: Meadows I, Limited
its General Partner

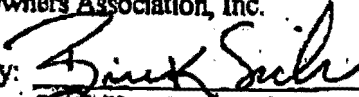
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Date: 6/28/02

By: 
H. Dan Mathews, Vice-President

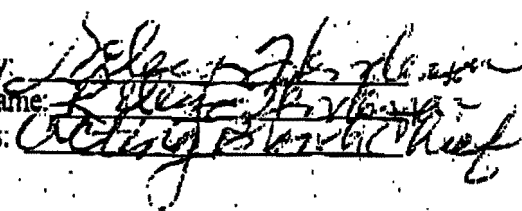
APPROVED:
Cypresswood Green Property
Owners Association, Inc.

Date: 6/28/02

By: 
Brian K. Seiler, President

APPROVED:
U.S. Department of Housing
And Urban Development

Date: 8/22/02

By: 
Name: Acting Branch Chief
Its: Acting Branch Chief

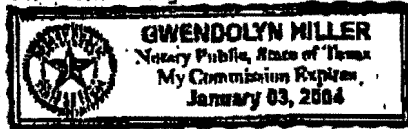
Return to:
Butler & Halley, P.C.
1616 South Voss, Suite 500
Houston, Texas 77057

555-89-0179

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared H. Dan Mathews, Vice-President of Meadows I Limited, General Partner of D.R. Horton-Texas, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he executed this document for the purposes and in the capacity herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 28th day of June, 2002, to certify which witness my hand and official seal.

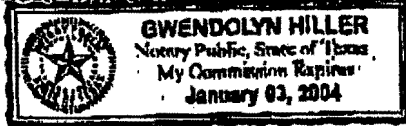


Gwendolyn Miller
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared Brian K. Seiler, President of Cypresswood Green Property Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that he executed this document for the purposes and in the capacity herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 28th day of June, 2002, to certify which witness my hand and official seal:

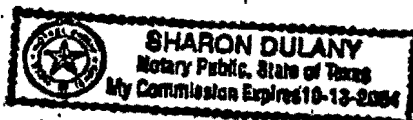


Gwendolyn Miller
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared Riley Henderson authorized representative of U. S. Department of Housing and Urban Development, known to me to be the person whose name is subscribed to the foregoing document and; being by me first duly sworn, declared that he/she executed this document for the purposes and in the capacity herein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 22 day of August, 2002, to certify which witness my hand and official seal.



Sharon Dulany
Notary Public, State of Texas

09/25/2002 15:20

555-89-0181

FILED

AUG 30 PM 2:27

Dorothy L. Hayden

COUNTY CLERK

HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time above stated by me; and was duly RECORDED, in the Official Public Records of said Property of Harris County, Texas on

AUG 30 2002



Dorothy L. Hayden

COUNTY CLERK
HARRIS COUNTY, TEXAS

**CERTIFICATE OF SECRETARY
OF
CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION, INC.
RELATING TO APPROVAL OF
ANNEXATION
OF
CYPRESSWOOD GREEN, SECTION TWO (2)**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Lewis A. Armstrong, Secretary of Cypresswood Green Property Owners Association, Inc. ("the Association"), do hereby certify that at a meeting of the Board of Directors of the Association duly called and held on the 28 day of JUNE, 2002, with at least a majority of the Directors being present and remaining throughout, and being duly authorized to transact business, the following resolution was duly made and approved:

WHEREAS, the Board of Directors of the Association is of the opinion that it would be in the best interest of the Association to approve the annexation of Cypresswood Green, Section Two (2), into the jurisdiction of the Association; and

WHEREAS, the Board of Directors is also of the opinion, based upon advice of legal counsel, that said annexation by virtue of the attached "Supplemental Declaration for Cypresswood Green, Section Two (2)" ("the Supplemental Declaration") in all respects complies with the governing documents of the Association, including the Declaration of Covenants, Conditions and Restrictions for Cypresswood Green, Section One (1), and the Articles of Incorporation and ByLaws of the Association.

RESOLVED, that the President of the Association is directed and authorized to execute the Supplemental Declaration on behalf of the Association for the purpose of effecting the annexation of Cypresswood Green, Section Two (2).

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing resolution was approved as set forth above and now appear in the books and records of the Association.

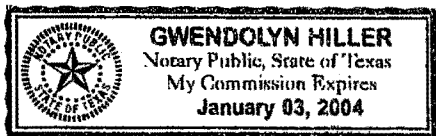
TO CERTIFY WHICH WITNESS MY HAND on this 28 day of June, 2002.

CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION, INC.

By: *Lewis A. Armstrong Jr.*
Lewis A. Armstrong, Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28th day of June, 2002 by Lewis A. Armstrong, Secretary of Cypresswood Green Property Owners Association, Inc. on behalf of said corporation.



Gwendolyn Hiller
Notary Public in and for the
State of Texas

**CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

2
NOTICE
\$

20120010113
01/09/2012 RPI \$20.00

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Cypresswood Green Property Owners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

(3)

WHEREAS, this document applies to the operation and utilization of the Cypresswood Green subdivisions, additions in Harris County, Texas, according to the maps or plats thereof that are recorded in the Map Records of Harris County, Texas as follows:

Cypresswood Green, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under County Clerk's file number U581048 and at Volume 453, Page 051 of the map records of Harris County, Texas

lll

Cypresswood Green, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under County Clerk's file number V993536 and at Volume 519, Page 030 of the map records of Harris County, Texas; and

lll

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 ("Section 202.018") thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident's sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from the Architectural Control Committee is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

20120010113

Approved and adopted by the Board on this 15 day of December 2011.

Inez DiBari

Inez DiBari
President
Cypresswood Green Property Owners Association

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STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Inez DiBari, President of Cypresswood Green Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

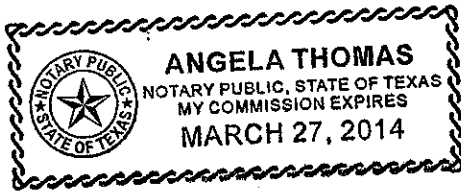
Given under my hand and seal of office this 15 day of DECEMBER 2011.

Angela Thomas
Notary Public, State of Texas

[Notarial Seal]

ANGELA THOMAS
Printed Name

My commission expires: MARCH 27, 2014



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

Return filed documents to:
C.I.A. Services, Inc.
8811 FM 1960 Bypass Road Suite 200
Humble TX 77338

JAN - 9 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED FOR RECORD
8:00 AM

JAN - 9 2012

Stan Stewart
County Clerk, Harris County, Texas

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

**CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION
GUIDELINES FOR ROOFING MATERIALS**

20120010115
01/09/2012 RP1 \$20.00

2
NOTICE
B

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Cypresswood Green Property Owners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

(3)
ll

WHEREAS, this document applies to the operation and utilization of the Cypresswood Green subdivisions, additions in Harris County, Texas, according to the maps or plats thereof that are recorded in the Map Records of Harris County, Texas as follows:

Cypresswood Green, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under County Clerk's file number U581048 and at Volume 453, Page 051 of the map records of Harris County, Texas

ll

Cypresswood Green, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under County Clerk's file number V993536 and at Volume 519, Page 030 of the map records of Harris County, Texas; and

ll

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto dealing with the regulation of roofing materials; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Roofing Materials* within the community.

1. All buildings shall be roofed with composition shingles unless otherwise approved in writing by the Architectural Control Committee. Wood shingles are specifically prohibited for safety reasons.
2. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
3. Roof shingles must be dark brown, dark gray, light brown and light gray tones. Blue, green, red and white colors are not allowed.
4. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
5. Ridge vent are encouraged, to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
6. All roof protrusions, such as vents, roof jacks, must be painted to match the shingles.
7. Subject to Section 8 below and with advance written approval from the Architectural Control Committee, an owner may install shingles ("Alternative Shingles") which are designed primarily to:
 - a. be wind and hail resistant; or
 - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
 - c. provide solar energy capture capabilities.
8. Once installed, any such Alternative Shingles must:
 - a. resemble the shingles used or authorized to be used on other structures within the Association; and

- b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
- c. match the aesthetics of properties surrounding the owner's property.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 15 day of December 2011.

Inez DiBari
President
Cypresswood Green Property Owners Association

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Inez DiBari, President of Cypresswood Green Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

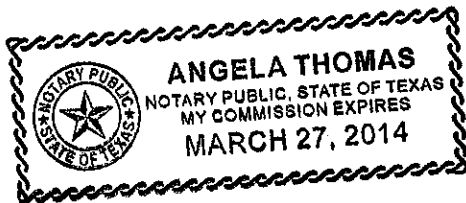
Given under my hand and seal of office this 15 day of DECEMBER 2011.

RECORDER'S MEMORANDUM:
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Notary Public, State of Texas

ANGELA THOMAS
Printed Name

[Notarial Seal]



My commission expires: MARCH 27, 2014

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

FILED FOR RECORD
8:00 AM

JAN - 9 2012

JAN - 9 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS
Stan Stewart
County Clerk, Harris County, Texas

Return filed documents to:
C.I.A. Services, Inc. ✓✓
8811 FM 1960 Bypass Road Suite 200
Humble TX 77338

**CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION
GUIDELINES FOR DISPLAY OF FLAGS**

20120010117
01/09/2012 RPI \$24.00

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Cypresswood Green Property Owners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, this document applies to the operation and utilization of the Cypresswood Green subdivisions, additions in Harris County, Texas, according to the maps or plats thereof that are recorded in the Map Records of Harris County, Texas as follows:

Cypresswood Green, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under County Clerk's file number U581048 and at Volume 453, Page 051 of the map records of Harris County, Texas

Cypresswood Green, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under County Clerk's file number V993536 and at Volume 519, Page 030 of the map records of Harris County, Texas; and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 ("Section 202.011") thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of ("Permitted Flags"):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1. above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of the Architectural Control Committee is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10. The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.

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6. Permitted Flags shall be no larger than three foot (3') by five foot (5') in size.
7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - 12.4. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

- 14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
- 15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 15 day of December 2011.

Inez DiBari
President
Cypresswood Green Property Owners Association

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Inez DiBari, President of Cypresswood Green Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 15 day of DECEMBER 2011.

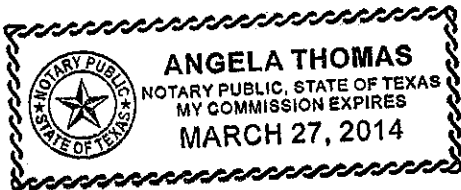
RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

[Notarial Seal]

Notary Public, State of Texas

ANGELA THOMAS
Printed Name

My commission expires: MARCH 27, 2014



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THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

**FILED FOR RECORD
8:00 AM**

Return filed documents to:
C.I.A. Services, Inc.
8811 FM 1960 Bypass Road Suite 200
Humble TX 77338



JAN - 9 2012

JAN - 9 2012

COUNTY CLERK County Clerk, Harris County, Texas
HARRIS COUNTY, TEXAS

**CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION
GUIDELINES FOR SOLAR ENERGY DEVICES**

20120010118
01/09/2012 RP1 \$24.00

3
NOTICE
B

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Cypresswood Green Property Owners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

(3)
lee

WHEREAS, this document applies to the operation and utilization of the Cypresswood Green subdivisions, additions in Harris County, Texas, according to the maps or plats thereof that are recorded in the Map Records of Harris County, Texas as follows:

Cypresswood Green, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under County Clerk's file number U581048 and at Volume 453, Page 051 of the map records of Harris County, Texas

lee

Cypresswood Green, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under County Clerk's file number V993536 and at Volume 519, Page 030 of the map records of Harris County, Texas; and

lee

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 ("Section 202.010") thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may only be installed with advance written approval of the Architectural Control Committee. Subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and
 - d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and

- e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
 7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
 8. Installed Devices may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
 9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

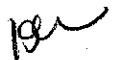
The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 15 day of December 2011.



Inez DiBari
President

Cypresswood Green Property Owners Association



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Inez DiBari, President of Cypresswood Green Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

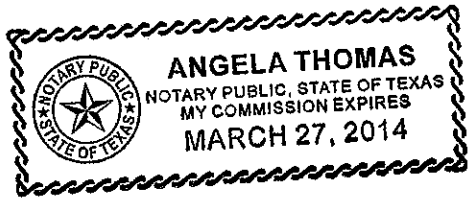
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Angela Thomas
Notary Public, State of Texas

[Notarial Seal]

ANGELA THOMAS
Printed Name

My commission expires: MARCH 27, 2014



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THE STATE OF TEXAS
COUNTY OF HARRIS
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JAN - 9 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:
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Stan Stewart
County Clerk, Harris County, Texas

Return filed documents to:
C.I.A. Services, Inc.
8811 FM 1960 Bypass Road Suite 200
Humble TX 77338

CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

20120010120
01/09/2012 RP1 \$20.00

2
NOTICE
B

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Cypresswood Green Property Owners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

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lee

Cypresswood Green, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under County Clerk's file number V993536 and at Volume 519, Page 030 of the map records of Harris County, Texas; and

lee

WHEREAS, chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) ("Section 202.007") thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as "Rainwater Recovery Systems" or "Systems"); and

WHEREAS, the Board of Directors of the Association ("Board") has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.


NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance written approval of the Architectural Control Committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by the Architectural Control Committee.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 - d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.

5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, Architectural Control Committee approved ponds may be used for water storage.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.

The guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 15 day of December 2011.



 Inez DiBari
 President
 Cypresswood Green Property Owners Association

for

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

RECORDER'S MEMORANDUM:
 At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded

Before me, the undersigned authority, on this day personally appeared Inez DiBari, President of Cypresswood Green Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

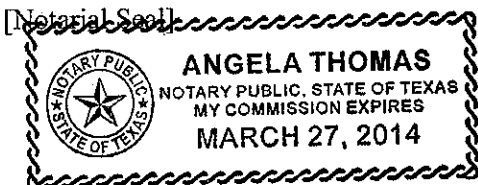
Given under my hand and seal of office this 15 day of DECEMBER 2011.

FILED FOR RECORD
8:00 AM



 Notary Public, State of Texas

JAN 9 2012



ANGELA THOMAS

 Printed Name



 County Clerk, Harris County, Texas

My commission expires: MARCH 27, 2014

Return filed documents to:
 C.I.A. Services, Inc.
 8811 FM 1960 Bypass Road Suite 200
 Humble TX 77338

✓✓

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time
stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas

JAN - 9 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

**CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION
GUIDELINES FOR STANDBY ELECTRIC GENERATORS**

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS the Cypresswood Green Property Owners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS chapter 202 of the Texas Property Code was recently amended to add Section 202.019, which requires the Association to allow standby electric generators ("SEG") and authorizes the Association to regulate such items; and

WHEREAS, the Board of Directors of the Association desires to regulate standby electric generators by establishing regulations and guidelines relating to such items in compliance with Chapter 202 of the Texas Property Code and pursuant to the authority granted to the Board of Directors by the provisions of the Declaration; and

WHEREAS, this Dedicatory Instrument consist of Restrictive Covenants as defined by Texas Property Code. §202.001, et. seq, and the Association shall may exercise discretionary authority with respect to these Restrictive Covenants; and

NOW, THEREFORE, the Board has duly adopted the following guidelines for standby electric generators within the community which shall be reasonably applied and enforced:

- (1) The owner shall first apply to and receive written approval from the Association prior to installation of any SEG permitted by 202.019 that will be located outside of the main residential structure on the Property, in the same manner as all other submissions for approval or improvements to property.
- (2) The SEG must be installed and maintained in compliance with manufacturer's specifications and applicable governmental health, safety, electrical and building codes.
- (3) All electrical, plumbing, and fuel line connections for the SEG shall be installed only by licensed contractors and all electrical connections must installed in accordance with applicable governmental health, safety, electrical and building codes.
- (4) All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections for the SEG shall be installed in accordance with applicable governmental health, safety, electrical and building codes.
- (5) All liquid petroleum gas fuel line connections shall be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical and building codes.
- (6) All non-integral standby electric generator fuel tanks for the SEG shall be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

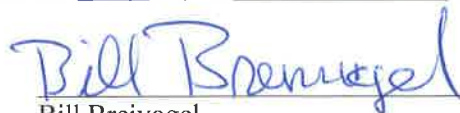
11-20-2015 10:00 AM

3
Matter
A

- (7) The SEG and its electrical and fuel lines shall all be maintained in good condition.
- (8) If a component of an SEG, including electrical or fuel lines, is deteriorated or unsafe then that component shall be repaired, replaced or removed as appropriate.
- (9) The SEG shall be screened in accordance with plans submitted to and approved by the Association, if it is:
 - (a) visible from the street faced by the dwelling,
 - (b) located in an unfenced side or rear yard of a residence and is visible either from an adjoining residence or from adjoining property owned by the property owners' association, or
 - (c) located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the property owners association.
- (10) The SEG shall be periodically tested in accordance with the manufacturer recommendations.
- (11) The SEG shall not be used to generate all or substantially all of the electrical power to the residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.
- (12) Manufacturer's recommend routine exercising of SEG to ensure the ability to operate during an outage. Exercising must be scheduled during daytime hours.
- (13) The SEG shall be located in a location submitted to and approved by the Association.
- (14) The SEG shall not be located on property owned or maintained by the property owners association or owned in common by the property owners association.
- (15) The location required by the Association for a SEG may not increase the cost of installing the SEG by more than 10% or increase the cost of installing and connecting the electrical and fuel lines for the SEG by more than 20%.

These guidelines are effective upon recordation in the Public Records of Harris County, and supersede any guidelines for Standby Electric Generators which may have previously been in effect. Except as affected by Section 202.019 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 3 day of December 2015.



Bill Breivogel
Secretary

Cypresswood Green Property Owners Association



STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Bill Breivogel, Secretary of Cypresswood Green Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 3rd day of December, 2015.

Mary Lynn McCoy
Notary Public, State of Texas

[Notarial Seal]

Mary Lynn McCoy
Printed Name

My commission expires: May 29, 2016

RR 096-36-0686

Ret
C.I. A. Services Inc
P.O. Box 63178
Pipe Creek, TX 78063



RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED

2015 DEC -7 PM 3:01

Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas.

DEC -7 2015



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP 096-36-0687

V993536

06/17/02 20147568 V993536 0110.00

GREENGATE PLACE
SECTION SIX
VOL. 228 PG. 22
H.C.M.R.

GREENGATE PLACE
SECTION THREE
VOL. 228 PG. 22
H.C.M.R.

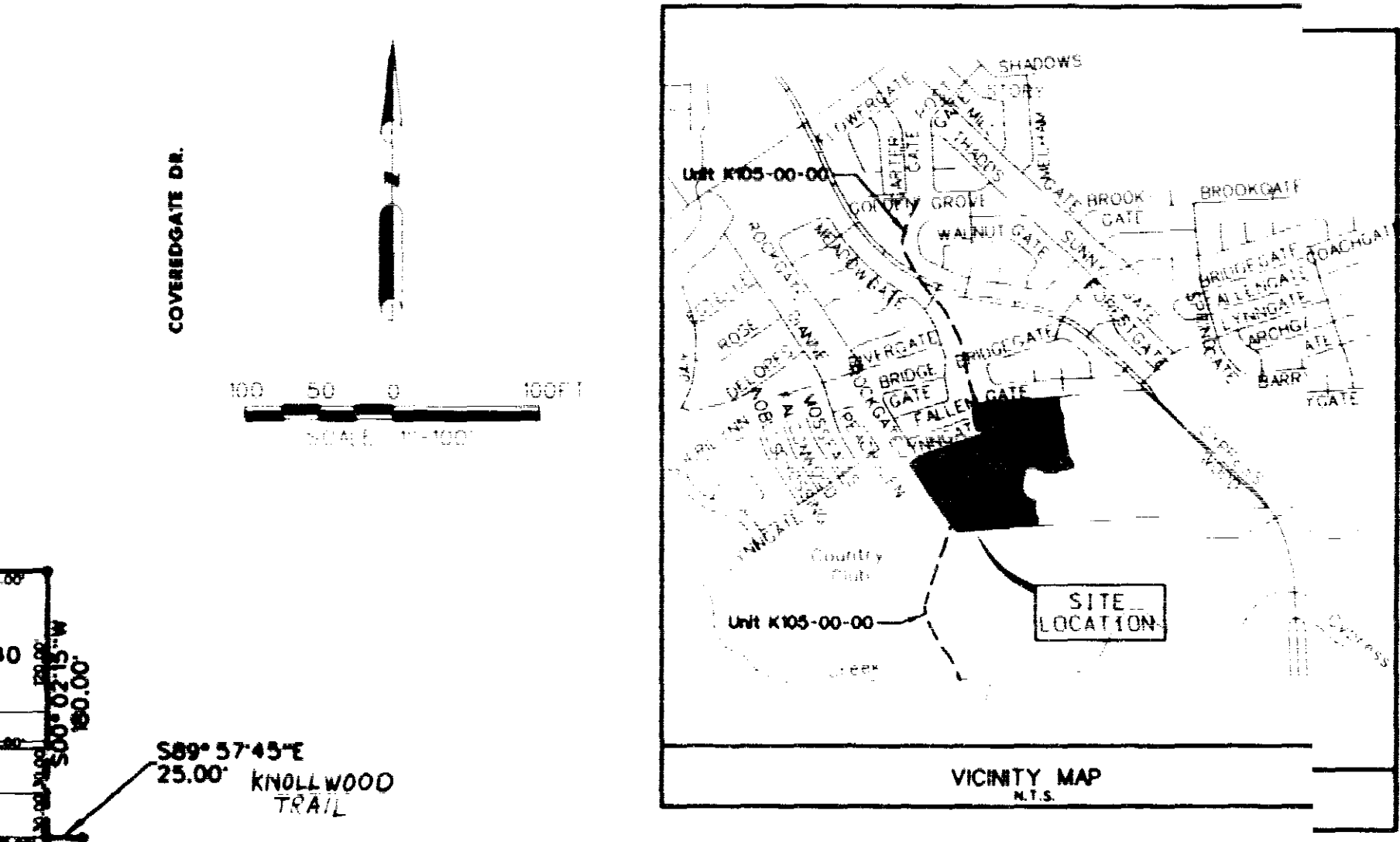
POST WOOD
SECTION FIVE
VOL. 225 PG. 57
H.C.M.R.

RESTRICTED RESERVE "A"
RESTRICTED TO DRAINAGE &
LANDSCAPE USE ONLY
1.902 ACRES
(82,850 SQUARE FEET)

RESTRICTED RESERVE "C"
RESTRICTED TO SAN. SEW.
LIFT STATION USE ONLY
0.033 ACRES
(1,441 SQUARE FEET)

RESTRICTED RESERVE "B"
RESTRICTED TO DRAINAGE &
LANDSCAPE USE ONLY
8.878 ACRES
(386,734 SQUARE FEET)

CYPRESSWOOD
GOLF
COURSE



GENERAL NOTES

- "B.L." - INDICATES BUILDING LINE.
- "U.E." - INDICATES UTILITY EASEMENT.
- "A.E." - INDICATES AERIAL EASEMENT.
- "D.E." - INDICATES DRAINAGE EASEMENT.
- "S.S.E." - INDICATES SANITARY SEWER EASEMENT.
- "P.A.E." - INDICATES PERMANENT ACCESS EASEMENT.
- "W.L.E." - INDICATES WATER LINE EASEMENT.
- THIS SURVEY IS NOT TIED INTO THE OFFICIAL CITY OF HOUSTON'S MARKER SYSTEM IN COMPLIANCE WITH ORDINANCE NO. 69-1578 BECAUSE THE CITY SURVEY MARKER HAS NOT BEEN ESTABLISHED WITHIN 2000 FEET OF THIS PROPERTY.
- ALL EXISTING PIPELINE EASEMENTS THROUGH THIS SUBDIVISION ARE SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE FROM INFORMATION AVAILABLE.
- THIS PLAT LIES WITHIN THE FOLLOWING ENTITIES:
 - SPRING I.S.D.
 - CITY OF HOUSTON E.T.J.
- ALL UTILITY EASEMENTS SHOWN EXTEND EQUAL DISTANCE ON EITHER SIDE OF A COMMON LOT LINE UNLESS OTHERWISE NOTED.
- "1' RES." - INDICATES ONE FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF SLIC WHERE SUCH STREETS ADJACENT PROPERTY. THE CONDITION OPERATES THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR ONE STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.
- UNLESS OTHERWISE INDICATED, THE BUILDING LINES (B.L.), WHETHER OR MORE, SHOWN ON THIS SUBDIVISION PLAT ARE ESTABLISHED TO BEER OR COMPLY WITH THE APPLICABLE PROVISIONS OF CHAPTER 42, COORDINANCE ORDINANCES, CITY OF HOUSTON, TEXAS, IN EFFECT AT THE TIME THE PLAT WAS APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.
- SINGLE FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH C DESIGNED FOR AND CONTAINING NOT MORE THAN TWO SEPARATE UNITS OR FACILITIES FOR LIVING, SLEEPING, COOKING, AND EATING THEREIN WITH UPON WHICH IS LOCATED A FREE-STANDING BUILDING CONTAINING ONE (1) LOT UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NOT MORE THAN 600 SQUARE FEET ALSO SHALL BE CONSIDERED SINGLE FAMILY RESIDENTIAL. A 600 SQUARE FOOT RESERVE SHALL BE PROVIDED FOR EACH LOT THAT IS CONNECTED TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT. EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECOND SPACE PER IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED. "DARY UNIT

CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD	LINE	DIRECTION	DISTANCE
C1	33.27	01°57'45"	970.00	N83°57'37"E	33.21	L1	S75°51'08"W	75.63
C2	39.27	00°00'00"	25.00	N48°02'00"E	35.36	L2	N35°37'07"E	63.33
C3	39.27	00°00'00"	25.00	S44°57'45"E	35.36	L3	S08°48'53"W	80.42
C4	38.69	42°50'00"	25.00	N09°27'45"W	38.26	L4	S07°29'34"W	75.35
C5	39.27	00°00'00"	25.00	S21°27'15"W	38.26	L5	S08°03'58"W	40.38
C6	39.27	00°00'00"	25.00	N45°02'05"	35.36	L6	S87°29'40"W	85.08
C7	39.27	00°00'00"	25.00	S44°57'45"E	35.36	L7	S88°29'40"W	59.63
C8	31.11	77°00'00"	25.00	S83°44'24"E	29.14	L8	N30°53'00"W	69.25
C9	31.40	94°52'57"	25.00	S71°33'05"E	35.83	L9	N23°08'25"E	68.18
C10	34.75	79°18'25"	25.00	N49°22'46"E	32.02	L10	N84°07'08"E	58.53
C11	38.38	87°54'54"	25.00	S34°08'37"E	34.71	L11	N05°00'00"E	59.66
C12	37.45	85°49'21"	25.00	N57°13'18"W	34.04			
C13	38.69	42°50'00"	25.00	N07°08'23"E	38.26			
C14	38.69	42°50'00"	25.00	S35°43'38"E	38.26			
C15	37.18	08°32'29"	25.00	S28°57'37"E	34.27			
C16	47.52	108°54'31"	25.00	N30°16'00"W	40.68			
C17	47.52	108°54'31"	25.00	S76°28'00"E	40.68			
C18	35.38	81°05'14"	25.00	S30°12'17"E	32.50			
C19	38.69	42°50'00"	25.00	S31°45'20"W	38.26			
C20	38.69	42°50'00"	25.00	N11°04'40"W	38.26			
C21	35.38	81°05'14"	25.00	N50°52'57"E	32.50			
C22	35.38	81°05'14"	25.00	S38°57'34"E	32.50			
C23	38.21	44°46'52"	25.00	N88°15'44"E	17.83			
C24	39.25	44°07'03"	25.00	N71°02'44"W	18.78			
C25	35.38	81°05'14"	25.00	S41°57'11"W	32.50			
C26	38.69	42°50'00"	25.00	N88°37'15"E	38.26			
C27	38.69	42°50'00"	25.00	N68°32'43"W	38.26			
C28	38.91	06°01'43"	750.00	N11°03'08"W	78.88			
C29	30.98	05°58'30"	500.00	S85°23'04"W	50.86			
C30	25.85	49°14'41"	300.00	S77°16'50"W	249.98			
C31	402.40	76°51'08"	300.00	N67°20'34"W	372.90			
C32	153.14	106°47'06"	900.00	S11°07'53"W	152.19			

OFFICE OF
BEVERLY R. KAUFMAN
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK

519030
FILM CODE

CYPRESSWOOD GREEN
SEC. 2

THIS IS PAGE 1 OF 3 PAGES
REDUCTION 24X CAMERA DESIGNATION MRCI

KEY MAP

CYPRESSWOOD GREEN
SEC. 2

3 RESERVES 4 BLOCKS 107 LOTS
BEING A SUBDIVISION OF 38.795 ACRES OF LAND OUT
OF THE ROBERT GILES SURVEY
ABSTRACT 282
HARRIS COUNTY, TEXAS

OWNER
D R HORTON TEXAS, LTD
10850 RICHMOND AVENUE
SUITE 155
HOUSTON, TEXAS 77042

ENGINEER SHEET 1 OF 2

Van DeWick
Engineering
Incorporated

2825 Briarpark, Suite 275
Houston, Texas 77042-3718
713/782-0047

JOB NO. 06601-002 1 PLT DATE: MARCH, 2002

(2) delivery method: email, certified mail or pick-up

3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. the requested Records, if copies were requested and any required advance payment had been made; or
 - b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
 - c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies:
 - a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.
5. Association Records may be maintained in paper format or in an-electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party

fees (such as archive document retrieval fees from off-site storage locations) as listed below:

- a. black and white 8½"x11" single sided copies ... \$0.10 each
 - b. black and white 8½"x11" double sided copies ... \$0.20 each
 - c. color 8½"x11" single sided copies ... \$0.50 each
 - d. color 8½"x11" double sided copies ... \$1.00 each
 - e. PDF images of documents ... \$0.10 per page
 - f. compact disk ... \$1.00 each
 - g. labor and overhead ... \$18.00 per hour
 - h. mailing supplies ... \$1.00 per mailing
 - i. postage ... at cost
 - j. other supplies ... at cost
 - k. third party fees ... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
 9. On a case-by-case basis, in the absolute discretion of the Association, and with concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
 10. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice under section 2 and/or fees under section 4.
 11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding records production which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 15 day of December 2011.

Inez DiBari
President
Cypresswood Green Property Owners Association

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Inez DiBari, President of Cypresswood Green Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

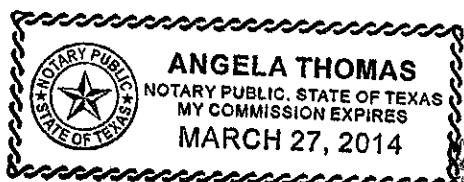
Given under my hand and seal of office this 15 day of DECEMBER 2011.

Angela Thomas
Notary Public, State of Texas

[Notarial Seal]

ANGELA THOMAS
Printed Name

My commission expires: MARCH 27, 2014



NO PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded

JAN - 9 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED FOR RECORD
8:00 AM

JAN - 9 2012

Stan Stewart
County Clerk, Harris County, Texas

Return filed documents to:
C.I.A. Services, Inc.
8811 FM 1960 Bypass Road Suite 200
Humble TX 77338

CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION
PAYMENT PLAN POLICY

20120010122
01/09/2012 RPI \$24.00

STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Cypresswood Green Property Owners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, this document applies to the operation and utilization of the Cypresswood Green subdivisions, additions in Harris County, Texas, according to the maps or plats thereof that are recorded in the Map Records of Harris County, Texas as follows:

Cypresswood Green, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under County Clerk's file number U581048 and at Volume 453, Page 051 of the map records of Harris County, Texas

Cypresswood Green, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under County Clerk's file number V993536 and at Volume 519, Page 030 of the map records of Harris County, Texas; and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 ("Section 209.0062") thereto regarding alternative payment schedules for assessments ("Payment Plans"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as "active" upon:
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - a. Total balance up to 2 times annual assessment ... up to 6 months
 - b. Total balance up to 3 times annual assessment ... up to 12 months
 - c. Total balance greater than 3 times annual assessment ... up to 18 months
6. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.

7. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
8. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner:
 - a. fails to return a signed Payment Plan form with the initial payment; or
 - b. misses a payment due in a calendar month; or
 - c. makes a payment for less than the agreed upon amount; or
 - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.

9. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
10. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
11. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.


This Policy is effective upon recordation in the Public Records of Harris County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 15 day of December 2011.



Inez DiBari
President

Cypresswood Green Property Owners Association



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Inez DiBari, President of Cypresswood Green Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

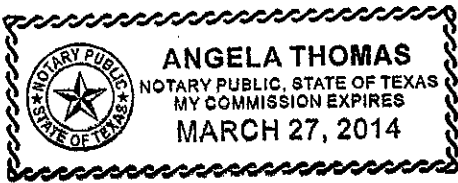
Given under my hand and seal of office this 15 day of DECEMBER 2011.

Angela Thomas
Notary Public, State of Texas

[Notarial Seal]

ANGELA THOMAS
Printed Name

My commission expires: MARCH 27, 2014



RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas

JAN - 9 2012



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED FOR RECORD
8:00 AM

JAN - 9 2012

Stan Stewart
County Clerk, Harris County, Texas

Return filed documents to:
C.I.A. Services, Inc.
8811 FM 1960 Bypass Road Suite 200
Houston, TX 77338

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HUMBLE

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NOTICE
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CYPRESSWOOD GREEN PROPERTY OWNERS ASSOCIATION
DOCUMENT RETENTION POLICY

20120010123
01/09/2012 RP1 \$20.00

STATE OF TEXAS

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§
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, the Cypresswood Green Property Owners Association ("Association") is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as "Declarations"); and

WHEREAS, this document applies to the operation and utilization of the Cypresswood Green subdivisions, additions in Harris County, Texas, according to the maps or plats thereof that are recorded in the Map Records of Harris County, Texas as follows:

Cypresswood Green, Section One (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under County Clerk's file number U581048 and at Volume 453, Page 051 of the map records of Harris County, Texas

Cypresswood Green, Section Two (2), a subdivision in Harris County, Texas, according to the map or plat thereof recorded under County Clerk's file number V993536 and at Volume 519, Page 030 of the map records of Harris County, Texas; and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.005(m) ("Section 209.005") thereto regarding retention of Association documents and records ("Documents"); and

WHEREAS, the Board of Directors of the Association ("Board") desires to establish a policy for document retention consistent with Section 209.005 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Document Retention Policy*.

1. Association Documents may be maintained in paper format or in an electronic format this can be readily transferred to paper.
2. Association Documents shall be retained for the durations listed below:
 - a. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 - b. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2011 financial statements shall be retained until July 31, 2018); and
 - c. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2011 will be retained until 08/15/2016 subject to section (d) below); and
 - d. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
 - e. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2011 and not extended by amendment must be retained until 06/30/2015); and
 - f. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2011 board meeting must be retained until 07/20/2018); and
 - g. ballots from elections and member votes shall be retained for one (1) year after the date of the meeting at which the votes was taken or for votes taken by written consent, for one (1) year after the election or vote results were announced; and

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