

FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CYPRESSWOOD GLEN,
SECTIONS ONE AND TWO

WHEREAS, that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Cypresswood Glen, Section One, Subdivision in Harris County, Texas," filed of record November 19, 1992, under County Clerk's File No. N963843 and Film Code Number 114-47-1244, *et seq.*, of the Official Public Records of Real Property of Harris County, Texas (the "Section One Declaration") imposed upon all of that certain real property known as CYPRESSWOOD GLEN, SECTION ONE, a subdivision in Harris County, Texas according to the map or plat thereof recorded under County Clerk's File No. N927987 and Film Code No. 354060, in the Official Public records of Real Property of Harris County, Texas, all those certain covenants, restrictions, easements, charges and liens therein set forth; and

WHEREAS, that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions for Cypresswood Glen, Section Two, Subdivision in Harris County, Texas," filed of record August 12, 1994 under County Clerk's File No. R008389 and Film Code Number 500-58-0956, *et seq.*, of the Official Public Records of Real Property of Harris County, Texas (the "Section Two Declaration") imposed upon all of that certain real property known as CYPRESSWOOD GLEN, SECTION TWO, a subdivision in Harris County, Texas according to the map or plat thereof recorded County Clerk's File No. R003381 and Film Code Number 360099, of the Official Public Records of Real

Property of Harris County, Texas, all those certain covenants, restrictions, easements, charges and liens therein set forth;

WHEREAS, a portion of the undersigned are the owners of more than sixty-five (65%) percent of the lots shown on the recorded map or plat of the CYPRESSWOOD GLEN, SECTION ONE, referred to above, and desire to amend the Section One Declaration as hereinafter set forth; and

WHEREAS, a portion of the undersigned are the owners of more than sixty-five (65%) percent of the lots shown on the recorded map or plat of the CYPRESSWOOD GLEN, SECTION TWO, referred to above, and desire to amend the Section Two Declaration as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the undersigned hereby amend the Section One Declaration and the Section Two Declaration by replacing them, in their entirety, with the following:

WHEREAS, at the time CYPRESSWOOD GLEN, SECTION ONE and CYPRESSWOOD GLEN, SECTION TWO (collectively referred to herein as "the Property") were executed and recorded, the Declarant was the owner of the Property; and,

WHEREAS, at such time, it was the intent of the Declarant to establish a uniform plan for the development, improvement and sale of the Property (including any property later brought within the scheme), to insure the preservation of the uniform plan for the benefit of both present and future owners of the Property, and, to this end, to delegate to an existing homeowner's association the powers to administer and enforce the

covenants, restrictions, easements, charges and liens set forth herein.

NOW THEREFORE, all Lots within the Property were and are held, and shall hereafter be conveyed, subject to the covenants, restrictions, easements, charges and liens (sometimes referred to herein collectively as "covenants and restrictions") as hereinafter set forth. These covenants and restrictions shall run with the said property and shall be binding upon all parties having or acquiring any right, title or interest in the said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. These covenants and restrictions also shall be binding upon all other property brought within the jurisdiction of the CYPRESSWOOD GLEN PROPERTY OWNERS ASSOCIATION.

ARTICLE 1

DEFINITIONS

Section 1. "ARC" shall mean and refer to the Architectural Review Committee established for the Property and described in Article 5, Section 20 hereof.

Section 2. "Association" shall mean and refer to the CYPRESSWOOD GLEN PROPERTY OWNERS ASSOCIATION, a non-profit corporation, incorporated under the laws of the State of Texas, its successors and assigns.

Section 3. "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 4. "Common Area" shall mean all property owned in fee or held in easement by the Association for the common use and enjoyment of the Owners (herein defined).

Section 5. "Declarant" shall mean and refer to ELRO OF TEXAS, INC., a Michigan corporation, its successors or assigns.

Section 6. "Lot" shall mean and refer to any of the numbered lots shown upon any recorded subdivision map or plat of the Property (or any other plot of land shown upon any recorded subdivision map or plat of the Property upon which there has been or will be constructed a single family residence), but shall not mean or include any Common Area.

Section 7. "Land" shall mean any acre, or fraction thereof, of unrestricted reserve property included in the plat of the Property.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to the surface estate of any Lot or tract of Land which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 9. "Property" shall mean and refer to CYPRESSWOOD GLEN, SECTION ONE and CYPRESSWOOD GLEN, SECTION TWO, as described above, and any other lands which may hereafter be brought under the jurisdiction of the Association and made subject to this Declaration by annexation, supplemental declarations, amendments or supplements thereto, or as otherwise herein provided.

ARTICLE 2

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right to an easement of enjoyment in and to any Common Area which shall be appurtenant to and

shall pass with the title of every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members (as herein defined). No such dedication or transfer shall be effective unless an instrument has been recorded which is signed by two-thirds (2/3) of the members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the ByLaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE 3

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity who is an Owner of any of the Property which is subject to assessment by the Association shall be a member of the Association. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association. Ownership of such land shall be the sole qualification of membership.

Section 2. Members shall all be Owners. Owners shall be entitled to (a) two votes for each Lot or acre (or fraction thereof) of Land owned upon which there is a residence and (b) one vote for each Lot or acre (or fraction thereof) of Land owned which is vacant. When more than one person holds an interest in any Lot or acre of land (or fraction thereof) all such persons shall be members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more votes be cast with respect to a Lot or acre of Land (or fraction thereof) than is authorized to be

cast for such property.

ARTICLE 4

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and the Owner of any Lot or acre of Land (or fraction thereof) by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges, and
- (b) special assessments for capital improvements.

The annual and special assessments and penalties, together with interest and reasonable attorney's fees as necessary for collection, shall be a charge on the land and shall be a continuing lien upon each Lot and acre of Land (or fraction thereof) against which each such assessment is made. Each such assessment, together with interest and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, maintenance of any Common Area, parkways, esplanades and entryways, negotiation of garbage and trash collection contracts, police and security service, fire protection, street cleaning, street

lighting and other similar services as may be in the community's best interest. It is specifically understood in regard to garbage and trash collection that the Board shall determine from time to time the desirability of including collection fees in the annual assessment or requiring separate payment whether to the Association or direct to the trash collector, the basis for which determination shall be efficiency and negotiated rates. Trash and/or garbage collection for any unrestricted reserves (Land) is specifically excluded from the purposes of the assessments and shall be the responsibility of the owner of such Land.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or acre of Land (or fraction thereof) to an Owner other than Declarant, the maximum annual assessment shall be \$400.00 per Lot and \$150.00 per acre of Land (or fraction thereof).

The Board may determine and certify that the then current annual assessment is sufficient, insufficient, or excessive to reasonably meet expenses of the Association and, at a meeting called for such purpose, by majority vote, may vote to increase or decrease the annual assessment by an amount not to exceed fifteen percent (15%) of the previous annual assessment. The annual assessment shall not be increased or decreased more than once in any calendar year and any increases shall not take effect retroactively. In the event that the Board decides to include the cost of trash and garbage collection in the annual assessment as provided in Article 4, Section 2, above, then that amount will be considered additive to the fifteen percent (15%) increase provision set forth above.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying in whole or in part the cost of any new construction, or reconstruction, repair or replacement of a capital improvement in the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the total voting membership who are voting in person or by absentee ballot at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 hereof shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At such called meeting, the presence of owners or their absentee ballots entitled to cast one-tenth (1/10) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. All Lots and acres of Land (or fraction thereof) shall commence to bear their applicable assessments simultaneously including Lots and Land owned by Declarant. Lots and Land that are not occupied by residents and that are owned by the Declarant, a developer, a builder or building company, shall be

assessed at the rate of one-half ($\frac{1}{2}$) of the annual assessment provided for above. The rate of assessment for an individual Lot or acre of Land (or fraction thereof), within a calendar year, can change as its character of ownership changes. The applicable assessment for such Lot or acre of Land (or fraction thereof) shall be prorated according to the applicable rate set forth herein beginning as of the first day of the month in which such change in character of ownership occurs.

Section 7. Notice of Annual Assessments. The Board of Directors shall fix the amount of the annual assessment at least sixty (60) days in advance of each annual assessment period and written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be January 1. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot or acre of Land (or fraction thereof) has been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of a deed hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments and charges as a debt and to enforce the lien by all methods available for the enforcement of such liens, including foreclosure in the name of the Association in a like manner as a mortgage or

deed of trust lien foreclosure on real property, and such Owner expressly grants to the Association a power of sale and nonjudicial foreclosure in connection with the lien. No Owner may waive or otherwise escape liability for the assessments provided hereby by non-use of the facilities or services provided by the Association or by abandonment of the Lot.

Section 9. Subordination of the Lien to Mortgages. The liens set forth herein for regular, annual or special assessments and the lien described in Article 5, Section 13 hereof shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or acre of Land (or fraction thereof) shall not affect the assessment lien. However, the sale or transfer of any Lot or acre of Land (or fraction thereof) pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer, but only to that extent, and otherwise the lien shall survive such foreclosure or other proceedings. No sale or transfer shall relieve such Lot or acre of Land (or fraction thereof) from liability of any assessments thereafter becoming due or from the lien therefor.

Section 10. Exempt Properties. All properties dedicated to and accepted by a municipal authority and all properties owned by charitable or non-profit organizations, which are exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein.

Section 11. Future Sections. The Association shall use the proceeds of the maintenance assessments for the use and benefit of all residents of the Property, as

well as all subsequent sections of Cypresswood Glen; provided, however, that each future section of Cypresswood Glen, to be entitled to the benefit of the maintenance assessments, must be impressed with and subjected to this declaration and to the annual maintenance assessment on a uniform, per Lot or per acre of Land (or fraction thereof) basis, equivalent to the maintenance assessment imposed hereby, and further made subject to the jurisdiction of the Association in accordance herewith. Future sections of Cypresswood Glen may be annexed to the property with the consent of two-thirds (2/3rds) of the members of the Association.

ARTICLE 5

RESTRICTIONS OF USE

Section 1. Single-Family Residential Construction. Subject to Sections 4 and 5 below, no building shall be erected, altered or permitted to remain on any Lot other than one (1) detached single-family residential dwelling not to exceed two (2) stories in height, and a private garage for not more than three (3) cars, which structure shall not exceed the main dwelling in height or number of stories. No such residence shall be constructed on less than the equivalent of one (1) full Lot. In no event shall any part of the main structure or garage be used as a second dwelling unit for rental purposes.

Section 2. ARC Approval Required. No buildings, additions or improvements shall be erected or placed on any Lot until the construction plans and specifications, including, but not limited to, site layout, building location, building materials, and elevations, have been submitted to and approved in writing by the ARC as hereinafter provided. The construction of buildings and improvements on any acre of Land (or

fraction thereof) for temporary construction offices and material storage is specifically exempted from the requirements of ARC approvals provided for in this Section. In the event ARC fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be approved. However, such approval shall not operate to waive any other covenants and restrictions set forth herein. If the ARC disapproves plans and specifications submitted by Owner and the ARC and Owner are not able to resolve their differences within thirty (30) days thereafter, then following Owner's written request therefor, Developer may at Developer's option repurchase the Lot from Owner, for the original purchase price in cash, and Owner shall thereupon reconvey the Lot to Declarant by special warranty deed free and clear of all liens and encumbrances other than those to which the Lot was subject when the Owner acquired the Lot. The failure of Developer to exercise said repurchase option shall in no way impair or alter the obligations of Owner as set forth in this Declaration. In such case as Owner may begin construction without proper ARC approval, a co-Declarant may place a lien on such property to remedy the situation. The ARC or its assignee, at its sole discretion, is hereby permitted to approve deviations in the restrictions set forth in Article 5 in instances where, in its judgment, such deviation will a) result in a more common beneficial use and enhance the overall development plan for the Property, or b) relieve an Owner from an undue financial burden not commensurate with the benefit to the community such as in the case of an unintentional measurement error resulting in a minor encroachment on a set back line which would otherwise require the structure to be demolished and rebuilt. Such approvals must be granted in writing.

Section 3. Minimum Home Sizes. The minimum square footage (as measured on the exterior) allowed on residential Lots for dwelling units exclusive of garage and patio areas is 2200 square feet.

Section 4. Location of Improvements Upon the Lot. Buildings shall not be located on any Lot nearer to the front, side, or rear Property lines than as set forth below, unless approved in writing by the ARC. In cases of conflict between these setback criteria and the recorded plat and/or recorded easements, the larger setback number shall be observed. The garage setback will not apply to garages in cases where the garage door is approximately perpendicular to the front curb line of the street (a 90 swing-in garage). In such cases, the garage setback shall be governed by the house setback requirement.

	<u>Front Street Line</u>		<u>Side/Rear</u>	<u>Interior</u>
	<u>Cul-de-Sac</u>	<u>Other</u>	<u>Line</u>	<u>Line</u>
House	20 Feet	25 Feet	10 Feet	5 Feet
Garage (Attached)	35 Feet	40 Feet	10 Feet	5 Feet
Garage (Detached)	55 Feet	60 Feet	10 Feet	3 Feet

For purposes of this covenant, eaves, steps, unroofed terraces, and open sided carport roof overhangs shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of any structure on a Lot to encroach upon another Lot.

Section 5. Composite Building Sites. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of constructing improvements on such resulting site, in which case, setback lines shall be measured from the resulting side Property lines rather than from the Lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of Lots in the same block.

Section 6. Utility Easements. Easements for the installation and maintenance of utilities are reserved as shown on the recorded plat, and no structures 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 dwelling unit shall, at his or its own cost, furnish, install, 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 Underground Residential 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 outlined 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 sales 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 connect.

Section 7. Prohibition of Certain Activities. No activity, whether for profit or not, shall be carried on any Lot which is not related to single-family residence purposes, except on those Lots which may be designated by Declarant, its successors or

assigns, to be used for sales offices, construction offices and storage facilities for a period of time commensurate with its home construction/sales program. Except for this temporary usage of selected Lots, no noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood, in the opinion of a majority of the Board.

Section 8. Temporary Structures. No structure of a temporary character, recreation vehicle, trailer, basement, tent, shack, garage, bam or other outbuilding shall be used on any Lot at any time as a residence. Outbuildings or structures, temporary or permanent, other than the main residence and garage shall be limited to eight feet (8') in height and must be approved in accordance with Article 5, Section 2 hereof. Temporary structures may be used as building offices and for other related purposes as provided in Article 5, Section 7 hereof.

Section 9. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats, or other common household pets, provided they are not kept, bred or maintained for commercial purposes or in unreasonable numbers (more than two dogs, two cats and/or two other common household pets).

Section 10. Fences, Walls, Hedges. No wall, fence, planter or hedge shall be erected or maintained on any Lot nearer to the front-Lot line than the front line of the main structure, unless approved in writing by the ARC. No side or rear fence, wall or hedge shall be more than six feet (6') high unless approved by ARC. Fences of solid wood and/or masonry construction shall be constructed along the side-Lot line from the

dwelling to the rear Lot line, parallel to the street upon all Lots having a side-Lot line adjacent to the street. Fences of wire or chain link construction are prohibited.

Section 11. Visual Obstruction at Intersections. No object shall be placed or located on corner lots which obstructs sight lines at elevations between two feet (2') and six feet (6') above the top of the street curb within the triangular area formed by the junction of street-curb lines and a line connecting them at points twenty-five feet (25') from the junction of the street curb lines (or extension thereof).

Section 12. Visual Screening on Lots. The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public shall screen clothes drying from public view.

Section 13. Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful, safe and attractive condition. All yard equipment, garbage, trash, rubbish, or storage piles shall be screened so as to conceal them from view from the fronting street or siding street. No burning of garbage, trash, or rubbish shall be permitted.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements and if such default continues after ten (10) days' written notice thereof, Declarant, the Association, or their agents, may without liability to the Owners or occupant in trespass or otherwise, enter the premises and cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place the premises in a neat, attractive, healthful, safe and

sanitary condition, and may charge the Owner or occupant for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Property to pay such statement immediately upon receipt thereof. To secure the payment of such charges in the event of nonpayment by the Property Owner, a continuing lien is hereby retained in favor of the Association identical to the assessment lien set forth in Article 4 hereof.

Section 14. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of any Lot except one sign for each Lot, which sign may have maximum dimensions of twenty-four inches (24") by thirty inches (30") for the purpose of advertising the Property for sale or rent, except signs used by Declarant, its successors or assigns, for a period of time commensurate with its home construction-sales program. The Association shall have the right to remove any sign or structure which is in violation of the foregoing and in so doing shall not be subject to any liability for trespass in connection therewith or arising from such removal.

Section 15. Removal of Dirt and Trees. The digging or removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the construction and subsequent landscaping on the Lot. No trees shall be removed without the prior written approval of the ARC.

Section 16. Antennae. No electronic, 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 street. All satellite dishes must be approved by the ARC as to type and location on the Lot prior to erection.

Section 17. Roofing Material. The roof of any building shall be constructed or covered with (1) asphalt, fiberglass, or composition type shingles in colors and weight which must first be approved by the ARC, (2) concrete or clay tile, (3) aluminum shingles in weathered wood color as approved by the ARC. Any other type roofing material shall be permitted only at the sole discretion of the ARC.

Section 18. Mailboxes. All mailboxes on any Lot shall be in accordance with plans and specifications as approved by the ARC.

Section 19. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No automobiles, boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, inoperative vehicles, equipment or machinery of any kind, camp rigs off truck, boat rigging, or any item deemed offensive by the ARC, shall be stored permanently or semipermanently on any public street, right-of-way or driveway. Permanent or semi-permanent storage of such vehicles or items must be screened from public view (from the fronting or siding street) either within the garage or behind a solid fence. Semi-permanent storage is defined as the storage without movement for a period exceeding forty-eight (48) hours.

Section 20. Architectural Review Committee. The ARC shall be composed of five (5) or more individuals designated by Declarant, its successors and assigns and

Declarant reserve the right to appoint replacements as necessary by reason of resignation, removal, and incapacity. Declarant hereby agrees to relinquish all ARC authority on or before November 11, 2002, at which time full authority will become vested in the Association. For all future annexations, the developer of such sections hereby agrees to relinquish all ARC authority to the Association on or before 10 years from the date of annexation, or when construction is completed on ninety percent (90%) of the platted lots within such section, whichever may occur first. The ARC may at any time appoint members to act in its behalf for matters other than new construction.

Section 21. Building Materials. All building materials, whether for initial or subsequent construction, shall be of high quality as determined by the ARC guided by industry standards. The ARC may establish and promulgate Minimum Construction Standards which shall include standards for both workmanship and materials, and which when so established shall be binding on and enforceable against each Owner in the same manner as any other restriction set forth herein.

Section 22. Modifications and Changes. Declarant reserves the right to modify and change the conditions contained in Article 5 for any additional lands brought under the jurisdiction of the Association and made subject to the Declaration if such modifications and changes (a) in Declarant's judgment will result in a more common beneficial use and enhance the overall development plan for the Property and (b) are approved in writing by the Board of Directors of the Association.

ARTICLE 6

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any provision of this Declaration does not constitute a waiver of the right to do so thereafter.

In addition to other penalties specified herein, only Owners in good standing shall be entitled to voting rights. Any Owner in arrears for the timely payment for any assessment, or in violation of any other provision of this Declaration is deemed to be an Owner not in good standing. Voting rights and the right to use recreational facilities and common areas shall be suspended until such time as the assessment or penalty has been satisfied in full, including, but not limited to accrued interest, legal fees, and any other reasonable and necessary fees or costs.

Section 2. Severability. Invalidation of any one of these covenants or restrictions shall not affect any other provision, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date hereof, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended during the first twenty-year (20) period by an instrument signed by not less than sixty-five percent (65%) of the Owners, and thereafter by an instrument signed by not less than fifty percent (50%) of the Owners.

Section 4. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any Owner. The Articles of Incorporation, By-Laws, and this Declaration shall likewise be available for inspection by any Owner at the office of the Association.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 6. Good Faith Lenders Clause. Any violation of these restrictions shall not affect any lien or deed of trust of record held in good faith upon any Lot or any part thereof, which liens may be enforced in due course, subject to the covenants, conditions reservations, and restrictions contained herein.

Section 7. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the assets, rights and obligations of another association may be added to the Property and to the assets, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer any Restrictions governing these and any other properties, under one administration. No such merger or consolidation shall effect any revocation, change or addition to this Declaration.

Section 8. Conflicts. If any part of this Declaration shall be in conflict with any covenant, condition or restriction within a previously recorded deed of conveyance to any portion of the Property, the covenants, conditions or restrictions within the prior deed of conveyance shall govern only to the extent of such conflict.

In the case of any conflict between the Articles of Incorporation and the ByLaws, the Articles shall control, and in the case of any conflict between the Declaration and these ByLaws, the Declaration shall control. In the case of any conflict between the Articles of Incorporation and the Declaration, the Declaration shall control.

Section 9. Reservation of Minerals. There is hereby excepted from the Property and any future lands annexed into the Association and made subject to this Declaration, and Declarant hereby reserves unto itself and its successors, assigns and predecessors in title in accordance with their respective interests of records, all oil, gas and other minerals in, on and under said land, but Declarant hereby waives the right to use the surface of the land, other than that land or easements owned by Declarant outside the Property, for exploring, drilling for, producing and mining oil, gas and other minerals, provided that Declarant hereby retains and reserves the right to pool the land with other lands for development of oil, gas and other minerals and the right to drill under and through the subsurface of the land below the depth of one hundred feet (100') by means of wells located on the surface of the land outside this subdivision or on land or easements owned by Declarant outside the Property. Such exceptions, retained rights and reservations shall inure to the benefit of Declarant, its predecessors in title and its successors and assigns in accordance with their interest of record.

IN WITNESS WHEREOF, the undersigned have executed this instrument,

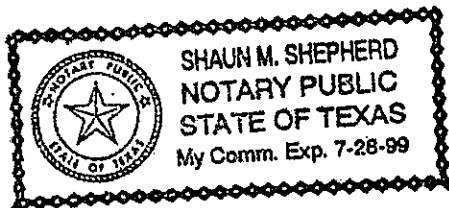
effective October 13, 1998.

CYPRESSWOOD GLEN PROPERTY OWNERS ASSOCIATION

Jeff Lininger
Jeff Lininger, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged on the 13 day of October, 1998 by Jeff Lininger, President of CYPRESSWOOD GLEN PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.



Shaun M. Shepherd
Notary Public, State of Texas

After recording, return to:

Barsalou & Associates, P.C.
270 First City Tower
1001 Fannin Street
Houston, Texas 77002
713-652-5044

2136.004