

K742985

059-64-0352

*Kotar, Land
Restrictions*

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR KOTAR COURT
CYPRESS FOREST
SECTION II

09/19/26 09260621 K742985 \$ 75.00

THE STATE OF TEXAS *
COUNTY OF HARRIS *

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Cypress Creek Townoffices, Limited, a Texas limited partnership, is the owner of that certain 2.8747 acres of land and the improvements thereon more particularly described on the Plat (hereafter defined) recorded in Volume 336, Page 143 in the Map Records of Harris County, Texas; and

WHEREAS, Cypress Creek Townoffices, Limited desires to create a residential community thereon;

NOW, THEREFORE in order to create and carry out a general and uniform plan for the improvement, development, sale and use of Lots (hereafter defined) in the Subdivision (hereafter defined), for the benefit of the present and future Owners (hereafter defined) of the Lots, does hereby establish and adopt the following Restrictions (hereafter defined).

ARTICLE I
DEFINITIONS

As used in these Restrictions, the terms set forth below shall have the meanings indicated:

1. Additional Land - such tract or tracts, parcel or parcels of land, other than the Land, made subject to the Restrictions by Declarant in accordance with the provisions of Article VII hereof.
2. Annual Maintenance Charge - the assessment made and levied by the Board against each Owner and his Lot in accordance with the provisions of these Restrictions.
3. Articles of Incorporation - the Articles of Incorporation of the Association.
4. Association - Cypress Forest Community Association, Inc., a Texas non-profit corporation, its successors and assigns.

5. Board or Board of Directors - the Board of Directors of the Association, whether such Board be appointed by Declarant or elected by the Association in accordance with the provisions of these Restrictions.
6. Bylaws - the Bylaws of the Association.
7. Commencement of Construction - the date on which foundation forms are set for a Unit.
8. Common Areas - the Land, save and except the Lots and Reserves.
9. Declarant - Cypress Creek Townoffices, Limited, a Texas limited partnership, and its successors and assigns that have been designated as such by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the Office of the County Clerk of Harris County, Texas.
10. Exterior Area - the portion of a Lot not covered by a Unit.
11. Land - that certain tract or parcel of land containing approximately 2.8747 acres of land and situated in Harris County, Texas, such tract or parcel of land being more particularly described on the Plat.
12. Lot or Lots - Each of the Lots shown by the Plat and those otherwise made subject to the Restrictions by Declarant in accordance with the provisions of Article VII hereof. Moreover, "Lot" shall also mean a building site for a Unit designated pursuant to Section 2.2.A.
13. Maintenance Fund - any accumulation of (i) the annual maintenance charges collected by the Board in accordance with the provisions of these Restrictions for the continued maintenance, insuring, repair and operation of, and the construction of improvements on, the Subdivision, and (ii) interest, penalties, assessments and other sums and revenues collected by the Board pursuant to these Restrictions.

14. Member or Members - a Member or Members of the Association, as more particularly described in Article III hereof.
15. Mortgage - a security interest, mortgage, deed of trust or lien instrument granted by an Owner to secure the repayment of a loan made to Owner, duly recorded in the Office of the County Clerk of Harris County, Texas, and creating a lien or security interest encumbering a Lot and some or all improvements thereon.
16. Owner or Owners - any person or persons, firm, corporation or other entity or any combination thereof that owns, of record, title to a Lot.
17. Plat - the map or maps, plat or plats recorded in Volume 396, Page 143, in the Map Records of Harris County, Texas, relative to the Land, and any replat thereof, if any.
18. Plans - the final construction plans and specifications, including a related site plan for any building or improvements of any kind erected, placed, constructed, maintained or altered on any portion of the Land.
19. Reserves - unrestricted Reserves, if any, shown on the Plat.
20. Restrictions - the covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable and govern the improvement, use, occupancy, and conveyance of all the Lots and Common Areas in the Subdivision as set out in this instrument or any amendment thereto.
21. Subdivision - the Land, save and except the unrestricted Reserves, if any, together with all improvements now or hereafter situated thereon and all rights and appurtenances thereto and all additional land, if any, made subject to the Restrictions by Declarant in accordance with the provisions of Article VII hereof.
22. Supplemental Declaration - any supplemental Declaration of Covenants, Conditions and Restrictions filed for record by Declarant in the Office of the County Clerk of Harris County,

Texas, to bring additional land within the Restrictions in accordance with the provisions of Article VII hereof.

23. Rules and Regulations - rules adopted from time to time by the Board concerning the management and administration of the Subdivision for the use, benefit and enjoyment of the Owners.

24. Unit - single family residence and appurtenances constructed on a Lot.

25. Utility Company or Utility Companies - any public entity, utility district, governmental entity (including without limitation, districts created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution) or one or more private entities that regulate, provide or maintain utilities and drainage.

ARTICLE II

GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

Section 2.1 Use Restrictions.

A. General. Each Owner shall use his Lot and his Unit thereon, if any, for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments, garage apartments or other apartment or multi-family uses or for any business, professional or other commercial activity of any type. No Owner shall use the Common Areas or use or permit such Owner's Lot or Owner's Unit to be used for any purpose that would (i) void any insurance in force with respect to the Subdivision; (ii) make it impossible to obtain any insurance required by these Restrictions; (iii) constitute a public or private nuisance, which termination may be made by the Board in its sole discretion; (iv) constitute a violation of the Restrictions, any applicable law, ordinance, rule or regulation (including the Rules and Regulations); or (v) unreasonably interfere with the use and occupancy of the Subdivision by other Owners.

B. Trailers, Boats and Motor Vehicles. No mobile home trailer of any kind, truck camper, permanent tent or similar structure or boat, shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within the Subdivision in such a manner as will be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Architectural Review Committee.

C. Maintenance of Lawns and Plantings. Each Owner of property within the Subdivision shall keep all shrubs, trees, grass and plantings of every kind on his property, including setback areas and planted areas between setback lines and the street curb, if any, and on any property located between the boundary line of his property and the street (public or private) on which such property abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. The Association shall have the right, at any time, to plant, replace, maintain and cultivate shrubs, trees, grass and plantings on any property not part of any Lot, regardless of whether any Owner or the Association is responsible hereunder for maintenance of such area. No Owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any property within the Subdivision by Declarant or the Association without the written consent of the Association having first been obtained. The Association or its authorized agents shall have the right to enter upon any property not contained in any Lot, at any reasonable time, for the purpose of planting, replacing, maintaining or cultivating such shrubs, trees, grass or plantings, and shall not be liable for trespass for so doing within the Subdivision boundary.

D. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within the Subdivision, and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property.

E. Repair of Buildings. No building or structure upon any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

F. Trash Containers and Collection. No garbage or trash shall be placed or kept on any part of the Subdivision except in covered containers of a type, size and style which are approved by the Board. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection, and then, only the shortest time reasonably necessary to effect such collection.

G. Clothes Drying Facilities. Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and shall not be visible from neighboring property.

H. Right of Way. During reasonable hours, Declarant, any member of the Architectural Review Committee, any member of the Board, or any authorized representative of any of them, shall

have the right to enter upon and inspect any Lot, and the improvements thereon, for the purpose of ascertaining whether or not the provision of the Restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

I. Animals. No animals or birds, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any part of the Subdivision and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from neighboring property. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal or bird is a generally recognized house or yard pet, or a nuisance, or whether the number of animals or birds on any such property is reasonable.

J. Diseases and Insects. No Owner shall permit anything or condition to exist upon any part of the Subdivision which shall induce, breed or harbor infectious plant diseases or noxious insects.

K. Restriction on Further Subdivision. No Lot shall be further subdivided, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed by any Owner without the prior written approval of the Architectural Review Committee. Notwithstanding the foregoing however, portions of Lots may be sold in order to comply with the minimum building site requirements set out in Section 2.2.A.

L. Signs. No signs whatsoever (including but not limited to commercial, political and similar signs) which are visible from neighboring property shall be erected or maintained on any parcel of property within the Subdivision except:

(1) Street signs and such signs as may be required by law;

(2) A residential identification sign of a combined total face area of seventy-two square inches or less;

(3) During the time of construction of any building or other improvement, one job identification sign not larger than eighteen by twenty-four inches in height and width and having a face area not larger than three square feet; and

(4) A "for sale" or "for rent" sign, of a reasonable type, size and appearance, which is similar to other signs customarily used in Harris County, Texas to advertise individual parcels of residential real property.

M. Parking. No on-street parking will be allowed without specific written approval of the Board.

N. Grantor's Exemption. Nothing contained in these Restrictions shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of structures or signs necessary or convenient to the development, advertisement, sale, operation or other disposition of property within the Subdivision. Moreover, banks or other lenders supplying financing to grantor in connection with the development of the Subdivision or improvements thereto may erect signs in the Subdivision in the Common Areas or on Lots owned by Declarant, which signs identify such lenders and the fact that they are supplying such financing.

O. Sidewalks. No sidewalk shall be constructed on any Lot parallel to the street on which the Lot fronts.

Section 2.2 Approval of Plans.

A. No building or improvement of any kind will be erected, placed, constructed, maintained or altered on any portion of the Land until the plans for such building or improvement have been submitted to and approved in writing by the Board. The determination of the Board shall be in its sole discretion. No Unit shall be constructed on a building site of a size smaller than a Lot (as originally shown on the Plat), ~~plus at least 20% of an adjoining Lot (as originally shown on the Plat).~~ The building site in accordance with the foregoing sentence shall be designated in the plans submitted to the Board. After the building site

has been so designated, and approved by the Board, such building site shall be deemed to be one Lot for all purposes hereunder.

B. In determining whether such plans shall be approved, the Board may take into consideration factors deemed appropriate by the Board. Such factors may include, without limitation, the following:

- (1) compliance with these Restrictions;
- (2) quality of the building materials or improvements;
- (3) harmony of external design of such building or improvements with existing and proposed buildings and improvements and with the design or overall character and aesthetics of the Subdivision;
- (4) location of such building or improvement within the Lot on which it will be constructed or placed;
- (5) the number of square feet to be contained in such building or improvements;
- (6) compliance with the Rules and Regulations; and
- (7) compliance with the laws, ordinances, rules or regulations of any county, state, municipal or other governmental authority.

C. The Board shall approve or disapprove the plans in accordance with the following procedures:

- (1) Two (2) complete sets of plans and sepias shall be delivered to the Board at the address set forth in the Rules and Regulations. Complete landscape and grading plans are to be included.
- (2) If the plans are approved by the Board, a letter of approval, including a description of qualifications or required modifications, if any, will be prepared for the counter-signature of the Owner. Such approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval. If construction is not commenced within six (6) months after such approval, Owner shall not begin construction of any building or improvement of any kind until the corresponding plans have been resubmitted and reapproved by the Board in accordance with the provisions of this Section 2.2.
- (3) If the plans are disapproved by the Board, one set of such plans shall be returned marked "disapproved". Disapproved plans shall be accompanied by a statement of reasons for disapproval.
- (4) If the Board fails to indicate its approval within thirty (30) days after receipt of plans, it will be deemed that the Board has disapproved such plans.
- (5) The Board may require payment by any party who submits plans for approval of a cash fee to compensate for the expense of reviewing such plans. The initial fee hereby set

For the review of plans is Twenty-Five Dollars (\$25.00). If it considers that the circumstances so warrant, the Board may increase such fee without the joinder or consent of any other party.

(6) The Board may from time to time promulgate and publish architectural standards bulletins. A copy of such architectural standards bulletins in effect at the time will be furnished to Owners on request. Such architectural standards bulletins will supplement these Restrictions and may make other and further provisions as to the approval and disapproval of plans and specifications, prohibited materials and other matters relating to the appearance, design and quality of improvements. Such architectural standards bulletins, as they may be promulgated from time to time by the Board, shall be incorporated in these Restrictions by this reference.

D. All decisions of the Board shall be final and binding and there shall be no review of any action of the Board. The Board shall have the right to delegate its rights and obligations under this Article II to an Architectural Review Committee (the "Committee") composed of individuals selected by the Board. No approval of plans and no publication of architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed structure. Such approvals and standards shall in no event be construed as a representation or guarantee by the Board or Committee that any structure will be built in a good or workmanlike manner. Neither Declarant, nor the members of the Committee or the Board or their representatives, shall be liable in damages to anyone submitting plans to the Committee or the Board for approval, or to any Owner or lessee of any part of the Subdivision affected by these Restrictions, by reason of or in connection with the approval or disapproval or failure to approve any plans submitted. Every person who submits plans to the Committee for approval agrees, by submission of such plans, and every Owner or lessee of any portion of the Subdivision agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Declarant or the members of the Board, or their representatives, to recover any such damages.

Section 2.3 Decoration, Maintenance, Alteration and Repairs.

A. Subject to the provisions of Section 2.2, and subject to the Rules and Regulations, each Owner shall have the right to modify, alter, repair, decorate, redecorate or improve such Owner's Unit, provided that all such action is performed with a minimum inconvenience to other Owners and does not constitute a nuisance. Notwithstanding the foregoing, the Board may require any Owner to remove or eliminate any object situated on such Owner's Unit or Lot that is visible from any Common Areas or from any other Lot, if, in the Board's sole judgment, such object detracts from the visual attractiveness of the Subdivision.

B. Each Owner shall maintain his Lot, his Unit and his improvements in good order and repair at all times.

C. The Association shall maintain the Common Areas, but not streets maintained by public authorities.

Section 2.4 Construction.

A. Storage. Without the prior written consent of the Board, no building material of any kind or character shall be placed or stored upon any Lot more than thirty (30) days before the construction of a structure or improvements is commenced. All materials permitted to be placed on a Lot shall be placed within the property lines of the Lot. At the completion of such building or improvements, any unused materials shall be removed immediately from the Lot. After commencement of construction of any structure or improvements on the Lots, the work thereon shall be prosecuted diligently, to the end that the structure or improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Unless otherwise authorized in writing by the Board prior to commencement of construction, the construction of any structure or improvements on a Lot shall be completed within eighteen (18) months from date of commencement of construction, excepting delays due to strikes, war, Acts of God or other causes beyond the control of the Owner.

B. Temporary Structures. No structures of a temporary character, trailer (with or without wheels and whether or not attached to a foundation), mobile home (with or without wheels and whether or not attached to a foundation), modular or prefabricated home, tent, shack, barn or any other out-building structure or building, other than the permanent residence to be built thereon, shall be placed on any Lot, either temporarily or permanently and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location. Notwithstanding the foregoing, 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 Land as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and sale of residences and construction of other improvements in the Subdivision.

C. Materials. Only new construction materials (except for used brick) shall be used in constructing any structure or improvements situated on a Lot. Unless otherwise approved in writing by the Board, all Units situated on any Lot shall have not less than seventy-five percent (75%) masonry (such as stone or brick but excluding stucco, plaster, and trowel applied material) construction, or its equivalent (at the discretion of the Board), on the exterior wall area, except that detached garages may have wood siding of a type and design approved expressly by the Board. Unless otherwise approved in writing by the Board, all attached garage interiors must be sheetrocked and painted, but detached garages located sixty-five feet (65') or more from the front property line of a Lot are not required to have their interiors sheetrocked or painted.

D. Carpports. No carpports shall be constructed on any Lot without the prior written consent of the Board. All garages must have garage doors constructed or faced with wood siding or wood shingles or any similar material in order to be harmonious

in quality and color with the exterior of the appurtenant Unit and shall be installed with electric opening and closing devices, which devices shall at all times be kept in a serviceable condition. ~~All attached garages shall load from the side or rear.~~ No driveway shall encroach within a 3' minimum of any property line.

E. Air Conditioners. No window, roof or wall type air conditioner that is visible from any public street shall be used, placed or maintained on or in any Unit.

F. Garbage Disposal. Each kitchen in each Unit shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in serviceable condition.

G. Landscaping. Prior to sale of the home and occupancy thereof and thereafter, all yards of all Lots must be landscaped in accordance with a Board approved landscape plan.

H. Roofs. Unless otherwise approved by the Board in writing, roofs of Units shall be constructed only of copper, sheet metal, tile, slate, wood or composition shingles. If of wood, same may be only "Number 1 Perfection" or comparable approved by the Board in writing. If of composition shingles, same may be used only if G.A.F. Timberline or comparable approved by the Board in writing.

I. Antenna. No external antennas or satellite dishes shall be permitted on any Lots within the Subdivision if such antennas or satellite dishes are visible from any other Lot or public street within the Subdivision.

J. Foundations. Not more than one foot (1') of vertical surface of concrete slab of any Unit shall be exposed to view from any public street or adjacent Lots. Any slab in excess of one foot (1') in height above finished grade shall have at least that excess in height covered with siding or masonry used in constructing the Unit. Any Unit with a pier and beam foundation shall have all mechanical, electrical, plumbing lines and fixtures located thereunder screened from view from any public

street and from adjacent Units. The Board, in its sole discretion, will determine the adequacy of any screening technique employed.

K. Tree Removal. All landscape plans submitted will incorporate the existing trees wherever possible. Transplantable trees that are to be removed for paved areas or structures are to be indicated on the landscape plan and transplanted in accordance with the approved plan. Declarant may, but shall not be obligated to, remove for transplanting any such trees that are to be removed for construction. Prior to clearing, the Owner of a Lot must give the Committee five (5) days' written notice to schedule a walk through to determine compliance with these regulations.

L. Exterior Lighting. Each Unit shall have a pole mounted light fixture equipped with a photocell located in the center one-third (1/3) of the front property line. The fixture shall be located twelve inches (12") inside the front property line. The fixture specification shall be as approved by the Board. Other yard lighting will be as indicated on the approved landscape plan and installed at the time of landscaping.

M. Mailboxes. When a Unit is constructed, a brick, stone, or other similar material mailbox shall be built consistent with the architecture of the Unit in accordance with plans approved by the Committee. No mailboxes on poles shall be allowed.

N. Concrete Flatwork. No grey concrete flatwork will be allowed in areas visible from any street. All submittals must be accompanied by full specification data for approval by the Board.

Section 2.5 Size of Residences. No Unit erected on any Lot shall have more than two and one-half (2-1/2) stories. No Unit with an interior area of less than the applicable minimum number of square feet set forth below, exclusive of the area of attached garages, porches or other appurtenances or appendages, shall be erected on any Lot:

TYPE OF STRUCTURE

MINIMUM INTERIOR AREA

One (1) story residences,

3200 square feet

One and one-half (1-1/2),
two (2), and two and
one-half (2-1/2) story
residences3800 square feet (with
at least 1900 square
feet on the first
floor).

Front setback lines for each Lot shall as shown on the recorded Plat. No structure or improvements, except for mailboxes, exterior lighting, and sidewalks leading from the street to the Unit, shall be located on any Lot between the building setback lines pertaining to such Lot and the street rights-of-way on which such Lot fronts or which are adjacent to any side Lot line of such Lot. In addition, no structure or improvements shall be located nearer than ten feet (10') to any interior (side) Lot line, unless the existing Unit located on the immediately adjacent Lot is situated so as to be more than twenty feet (20') from the proposed structure or improvements on the subject Lot, in which case a structure or improvements may be located up to, but not closer than, eight feet (8') to such side Lot line. A detached garage or other permitted accessory building located sixty five feet (65') or more from the front Lot line may be located as close as, but not closer than, three feet (3') from an interior Lot line. No Unit or any part thereof shall be located nearer than twenty feet (20') from the rear Lot line with the exception of detached garages. For the purposes of this Section 2.5, eaves, steps and open porches shall not be considered to be a part of the building or structure; provided, however, that the foregoing shall not be construed to permit any portion of a building or any such eave, step or open porch on a Lot to encroach upon another Lot. For the purposes of these Restrictions, the front Lot line of each Lot shall coincide with and be the property line having the smallest or shortest dimension abutting any street right-of-way. Unless otherwise approved in writing by the Board, each Unit shall face the front Lot line of the Lot upon which it is constructed, and each detached garage shall be

provided with a driveway access from the front of the Lot. Such access into the garage must comply with the terms stated in Section 2.4 and with all requirements established by the Board. No garage shall be located nearer to the front Lot line than the minimum building setback lines pertaining to such Lot. (If these Restrictions shall impose more restrictive setback lines than the Plat, then these Restrictions shall control over the Plat.)

Section 2.6 Walls, Fences and Hedges.

A. No walls, fences or hedges shall be erected or maintained nearer to the front Lot line of any Lot than the walls of the dwelling situated on such Lot that are nearest to such front Lot line, but may be located on side Lot lines.

B. All fences and walls wherever located on a Lot must be of ornamental iron, wood or masonry construction. No chain link fences shall be permitted.

C. Ownership of any wall, fence or hedge erected on a Lot shall pass with title to such Lot and it shall be the new Owner's responsibility to maintain such wall, fence or hedge thereafter. In the event any Owner or occupant of any Lot fails to maintain said wall, fence or hedge and such failure continues after thirty (30) days' written notice thereof, Declarant, its successors or assigns, or the Association, may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said Lot and cause to be repaired or maintained or to do any other thing necessary to secure compliance with these Restrictions and to place said wall, fence or hedge in a satisfactory condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such Lot, to pay such charge immediately upon receipt of the corresponding statement.

D. Declarant shall have the right, but no obligation, to construct fences or walls within the Subdivision. Owners shall be responsible for any damage, and costs attributable

thereto, caused to such fence or wall by said Owner or their respective assigns, agents, invitees and representatives.

Section 2.7 Reservations and Easements.

A. Title to all streets, drives, boulevards and other roadways, and to all easements shown on the Plat, is hereby expressly reserved and retained by Declarant subject only to the grants and dedications expressly made in the Plat.

B. Declarant reserves the utility easements, roads and rights-of-way shown on the Plat for the construction, addition, maintenance and operation of all utility systems (which systems shall include systems for drainage purposes) now or hereafter deemed necessary by Declarant for all utility purposes (which purposes shall include drainage purposes), including systems of electric light and power supply, drainage, telephone service, cable television service, gas supply, water supply and sewer services, including systems for utilization of services resulting from advances in science and technology. There is hereby created an easement upon, across, over and under all of the Subdivision for ingress and egress for the purpose of installing, replacing, repairing and maintaining all utilities by virtue of this easement. It shall be expressly permissible for the utility companies and other entities supplying services to install and maintain pipes, wires, conduits, service lines, or other utility facilities (which facilities shall include drainage facilities) or appurtenances thereto, under the Land within the drainage and utility easements now or from time to time existing and from service lines situated within such easements to the point of service on or in any structure. Notwithstanding anything contained in this Section 2.7.B, no utilities (including drainage) or appurtenances thereto may be installed or relocated on the Subdivision until approved by Declarant or the Board.

C. Declarant reserves the right to impose further Restrictions and dedicate additional easements and roadway rights-of-way, by instrument recorded in the Office of the County

Clerk of Harris County or by express provisions in conveyances, with respect to Lots that have not been sold by Declarant.

D. Subject to the foregoing, Declarant hereby dedicates to the use of the public all streets, drives, boulevards and other roadways, and all easements shown on the Plat; provided, however, that the use thereof by any utility company is limited to utility companies having agreements in writing with Declarant for the proper provision of utility services.

E. Declarant reserves the right to make changes in and additions to all easements for the purpose of aiding in the most efficient and economic installation of utility systems.

F. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or parcel of land in the Subdivision by contract, deed, or other conveyance shall not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore, or any other minerals, water (surface or underground), gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits, or any utility or appurtenances thereto, constructed by or under authority of Declarant or its agents or utility companies through, along or upon said easements, or any part thereof, to serve said Lot or parcel of land or any other portions of the Subdivision. Declarant hereby expressly reserves the right to maintain, repair, sell or lease such lines, utilities, drainage facilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party. Notwithstanding the fact that the title conveyed by Declarant to any Lot or parcel of land in the Subdivision by contract, deed, or other conveyances shall not be held or construed to include the title to any other gas, coal, lignite, uranium, iron ore or any other minerals, Declarant shall have no surface access to any Lot for mineral purposes, all as more fully set out in the deed to be delivered to each Lot.

G. An easement is hereby granted to the Association in and to the Subdivision for the purposes of providing and maintaining utility services (including, without limitation, electricity, gas, water, sanitary sewer, storm sewer, telephone and television antenna, and similar services) to the Units and the Common Areas.

Section 2.8 Title and Operation of the Common Areas.

A. An easement is hereby granted to each Owner in and to the Common Areas for each such Owner's use and enjoyment of the Common Areas and for access to each such Owner's Lot, such easement being subject to the Rules and Regulations adopted from time to time by the Board and to the Board's right to control the use and operation of the Common Areas pursuant to Section 2.8.B.

B. The Board shall have the exclusive right to control the use, maintenance and operation of the Common Areas. Such right includes, without limitation, the following:

(1) The right to charge reasonable admission, rental and other fees for the use of any facility comprising a portion of the Common Areas.

(2) The right to permit non-Owners to use the Common Areas on terms acceptable to the Board.

(3) The right to borrow money for the purpose of maintaining, operating, or constructing improvements in the Common Areas and, in connection with any such borrowing, to grant a lien against the Common Areas to secure the Board's obligation to repay such money.

(4) The right to restrict the rights of an Owner who violates any of the provisions of these Restrictions to use the Common Areas in accordance with the provisions of this Section 2.8.

(5) The right to dedicate or transfer all or any part of the Common Areas that have been conveyed to the Association to any public agency, authority or utility, and to sell, lease or pledge those Common Areas to any third party, if the Board deems such action to be in the best interest of the Association.

(6) The right to contract for and cause to be built and maintained in the Common Areas such recreational facilities, if any, as the Board may in its discretion, deem to be in the best interests of the Association.

C. The Board's rights to control the operation of the Common Areas as set forth in Section 2.8.B are not a warranty or representation that any of such rights are contemplated or will

be exercised by the Board. Furthermore, Declarant shall have no responsibility whatsoever to construct any improvements in the Common Areas.

D. An easement is hereby granted to the Association to enter upon the Lots for the purposes of landscaping, maintaining and repairing the Common Areas in accordance with the terms and provisions of these Restrictions.

E. Declarant may, from time to time, convey all or any portion of the Common Areas to the Association in trust for the benefit of the Owners.

ARTICLE III

MANAGEMENT AND OPERATION OF SUBDIVISION

Section 3.1 Management by Association. The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, insuring and operation of the Subdivision as herein provided for and as provided for in the Bylaws and in the Rules and Regulations. The business and affairs of the Association shall be managed by its Board of Directors. The Declarant shall determine the number of directors and appoint, dismiss and reappoint all of the members of the Board until the first meeting of the Members of the Association is held in accordance with the provisions of Section 3.4 and a Board of Directors is elected. The Board of Directors elected at the first meeting of Members of the Association is herein sometimes called the "First Elected Board". The Board of Directors appointed by Declarant pursuant to the provisions of this Section 3.1 is herein sometimes referred to as the "Appointed Board".

The Appointed Board may engage the Declarant or any entity, whether or not affiliated with Declarant, to perform the day to day functions of the Association and to provide for the maintenance, repair, replacement, administration and operation of the Subdivision. Without limiting the generality of the foregoing,

the Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Restrictions, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby landowners or governmental entities on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters of mutual interest.

Section 3.2 Membership in Association. Each Owner, including Declarant during the period of time in which Declarant owns any Lot, shall be a Member in the Association and such membership shall terminate automatically when such ownership ceases. Upon the transfer of ownership of a Lot, howsoever achieved, the new Owner thereof shall, concurrently with such transfer, become a Member in the Association.

Section 3.3 Voting of Members. Each Member, including Declarant, shall have a vote or votes in the Association as set forth in the Bylaws. The total voting power shall be the sum of the votes that correspond to all of the Lots. In the event that ownership interests in a Lot are owned by more than one Member of the Association, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for each Lot. Such Owners shall appoint one of them as the Member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. Such designation shall be made in writing to the Board and shall be revocable at any time by actual written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Lot is owned by more than one Member of the Association and no single Member is designated to vote on

behalf of the Members having an ownership interest in such Lot, then none of such Members shall be allowed to vote. All Members of the Association may attend meetings of the Association and all voting Members may exercise their vote at such meetings either in person or by proxy. The Declarant may exercise the voting rights with respect to Lots owned by it.

Section 3.4 Meetings of the Members.

A. The first meeting of the Members of the Association shall be held when called by the Appointed Board upon no less than ten (10) and no more than fifty (50) days' prior written notice to the Members. Such written notice may be given at any time but must be given not later than thirty (30) days' after ninety-five percent (95%) of all of the Lots have been sold by the Declarant and a deed recorded in the Office of the County Clerk of Harris County, Texas for each such Lot. The First Elected Board shall be elected at the first meeting of the Members of the Association.

B. Thereafter, annual and special meetings of the Members of the Association shall be held at such place and time and on such dates as shall be specified in the Bylaws.

Section 3.5 Election and Meetings of the Board of Directors. The Board of Directors shall be elected and shall meet in the manner set forth in the Bylaws.

Section 3.6 Disputes. In addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between Owners and the Board or the Association, including appointment of committees to consider and recommend resolutions of or to resolve any such disputes.

Section 3.7 Professional Management. The Board may retain, hire, employ or contract with such professional management as the Board deems appropriate to perform the day to day functions of the Association and to provide for the construction, maintenance, repair, landscaping, insuring, administration and operation of

the Subdivision as provided for herein and as provided for in the Bylaws.

Section 3.8 Board Actions in Good Faith. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.

ARTICLE IV

MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

Section 4.1 Annual Maintenance Charge. Each Lot shall be subject to an annual maintenance charge of Seven Hundred Dollars (\$700.00) per year. The amount of the annual maintenance charge for each Lot may be increased or decreased by the Board from time to time, but not more often than once per year. However, if any such change increases the annual maintenance charge by more than twenty percent (20%) of the amount of the annual maintenance charge in the preceding calendar year, the change must be approved by a majority of the Owners of Lots in the Subdivision by written vote taken not less than ten (10) days' prior to the first day of January of the year in which such increase is scheduled to become effective, and the Owners of each Lot in the Subdivision shall have one vote as set forth in Section 3.3.

Section 4.2 Payment of Annual Maintenance Charge by Declarant and Builders. Notwithstanding anything to the contrary herein, no Lot owned by Declarant shall be subject to payment of an annual maintenance charge. The Board may grant temporary maintenance charge exemptions for Lots owned by bona fide builders who buy Lots for construction of Units for third parties.

Section 4.3 Maintenance Fund. Subject to the provisions of Section 4.1 hereof, the annual maintenance charges collected by the Board shall be paid into the maintenance fund and shall be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Subdivision and the Owners of Lots therein. The Board shall, by way of illustration and not by way

of limitation, expend the maintenance fund for the administration, management, and operation of the Subdivision and for the landscaping, maintenance, insuring, repair, and operation of, and the construction of improvements on, the Common Areas; for the enforcement of these Restrictions by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Subdivision and the Lots therein. The Board and its individual members shall not be liable to any person as a result of actions taken by the Board with respect to the maintenance fund, except for willful misdeeds.

Section 4.4 Special Assessments. If the Board at any time, or from time to time, determines that the annual maintenance charges assessed for any period are insufficient to provide for the continued operation of the Subdivision, the maintenance of the Common Areas, or any other purposes contemplated by these Restrictions, then the Board shall have the authority to levy such special assessments ("Special Assessments") as it shall deem necessary to provide for such continued maintenance and operation. Without limiting the generality of the foregoing, such Special Assessments may be assessed because of casualty or other loss to any part of the Common Areas. No Special Assessment shall be effective until the same is approved in writing by Members holding at least a majority of the votes in the Association, or by a majority at any regular or special meeting of the Members. Any such Special Assessment shall be payable (and the payment thereof may be enforced) in the manner herein specified for the payment of the annual maintenance charges.

Section 4.5 Enforcement of Annual Maintenance Charge. The annual maintenance charge assessed against each Owner shall be due and payable, in advance, on the date of the sale of such Lot by Declarant for that portion of the calendar year remaining, and on the second (2nd) day of each January thereafter. Any such

amount not paid and received by the tenth (10th) day of each January thereafter shall be deemed delinquent, and, without notice, shall bear interest at the highest contract rate per annum allowed by law from the date originally due until paid.

To secure the payment of the annual maintenance charge, Special Assessments levied hereunder and any other sums due hereunder (including without limitation interest, late fees or delinquency charges), a vendor's lien and superior title shall be and is hereby reserved in and to each Lot and Unit and assigned to the Association, without recourse, which lien shall be enforceable as hereinafter set forth by the Association or the Board on behalf of the Association. The liens described in this Section 4.5 and the superior title herein reserved shall be deemed subordinate to any mortgage for the purchase or improvement of any Lot and any renewal, extension, rearrangements or refinancing thereof. The collection of such annual maintenance charge and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. The voting rights of any Owner in default in the payment of the annual maintenance charge, or other charge owing hereunder for which an Owner is liable, may be revoked by action of the Board for the period during which such default exists.

Notice of the lien referred to in the preceding paragraph may be given by the recordation in the Office of the County Clerk of Harris County, Texas of an affidavit, duly executed, and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot.

Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Board the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid annual maintenance charge and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, both judicially and by non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to its Lot, each Owner by acceptance of such deed expressly grants, bargains, sells and conveys to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid annual maintenance charge, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and attested to by the Secretary of the Association and filed in the Office of the County Clerk of Harris County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Lot, and all rights appurtenant thereto, at the door of the County Courthouse of Harris County, Texas on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m. to the highest bidder for cash at public vendue after the trustee and the Board, respectively, shall have given notices of the proposed

sale in the manner hereinafter set forth and to make due conveyance to purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such Lot and his heirs, executors, administrators and successors. The trustee shall give notice of such proposed sale by posting a written notice of time, place and terms of the sale for at least twenty-one (21) consecutive days preceding the date of sale at the Courthouse door of Harris County, Texas, and, in addition, the Board shall serve written notice at least twenty-one (21) days preceding the date of sale or the proposed sale by certified mail on each of such Owner or Owners according to the records of the Council. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such Owner or Owners at the most recent address as shown by the records of the Association, in a Post Office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

It is the intent of the provisions of this Section to comply with the provisions of Article 3810, Texas Revised Civil States,

relating to non-judicial sales by power of sale and, in the event of the amendment of said Article 3810 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to these Restrictions filed in the Office of the County Clerk of Harris County, Texas, amend the provisions hereof so as to comply with said amendments to Article 3810.

Section 4.6 Notice of Sums Owning. Upon the written request of an Owner, the Association shall supply to such Owner a written statement setting out the then current total of all maintenance charges, Special Assessments, and other sums, if any, owing by such Owner with respect to its Lot; in addition to such Owner, the written statement from the Association so advising the Owner shall also be addressed to and be for the benefit of a prospective lender or purchaser of the Lot, as same may be identified by said Owner to the Association in the written request for such information.

Section 4.7 Foreclosure. In the event of a foreclosure of a mortgage with respect to a Lot, the purchaser at the foreclosure sale shall not be responsible for maintenance charges, Special Assessments, or other sums, if any, owing by the prior Owner of the Lot to the Association prior to the foreclosure, but said purchaser and its successors shall be responsible for maintenance charges, special assessments, and other sums, if any, becoming due and owing to the Association with respect to said Lot thereafter.

ARTICLE V

INSURANCE

Section 5.1 General Provisions. The Board shall obtain insurance for the Subdivision in such amounts as the Board shall deem desirable, if any.

Section 5.2 Policies. All policies of insurance provided for in this Article V shall name as insured the Association, as trustee for each Owner. Each such policy shall be without

contribution with regard to any other policies of insurance carried individually by an Owner, and shall provide that such policy shall not be terminated for any cause without at least thirty (30) days' prior written notice to the Association. Any proceeds paid in respect of any insurance policy obtained by the Board pursuant to this Article V shall be held and disbursed by the Board in accordance with these Restrictions.

Section 5.3 Subrogation. Each Owner and the Association agree to and hereby waive all rights of subrogation against the Declarant that they may have now or in the future under or with respect to any insurance policies.

Section 5.4 Individual Insurance. Each Owner shall be responsible for insuring his Lot and his Unit, its contents and furnishings. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance, if any, obtained by the Board for the benefit of all of the Owners as provided above. Each Owner, at his own cost and expense, shall be responsible for insuring against the liability of such Owner.

ARTICLE VI

FIRE OR CASUALTY: REBUILDING

Section 6.1 Rebuilding. In the event of a fire or other casualty causing damage or destruction to a Lot or the Unit located thereon, the Owner of such damaged or destroyed Lot or Unit shall within three (3) months after such fire or casualty contract to repair or reconstruct the damaged portion of such Lot or Unit and shall cause such Lot or Unit to be fully repaired or reconstructed in accordance with the original plans therefor, or in accordance with new plans presented to and approved by the Board, and promptly shall commence repairing or reconstructing such Unit, to the end that the Unit shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed Unit

shall be razed and the Lot restored as nearly as possible to its prior condition.

Section 6.2 Payment of Insurance Proceeds. All insurance proceeds and other funds received by the Association pursuant to these Restrictions as a result of fire or other casualty loss causing damage or destruction to Common Areas shall be applied toward the cost of repair, restoration or rebuilding of the damaged Common Areas. Any funds remaining after the repair, restoration or rebuilding of such damaged Common Areas shall be retained by the Board as part of the maintenance fund.

Section 6.3 Indemnity of Association. Each Owner shall be responsible for any costs incurred as a result of such Owner's negligence or misuse or the negligence or misuse (i) of his family, tenants, guests, invitees, agents or employees; or (ii) of any other resident or occupier of his Unit, and shall indemnify the Association and all other Owners against any such costs.

ARTICLE VII

ANNEXATION OF ADDITIONAL LAND

Section 7.1 Additions by Declarant. Declarant hereby declares that it presently contemplates that at a future time the Subdivision may be expanded (but Declarant does not hereby obligate itself to expand the Subdivision) by adding, from time to time additional land. These Restrictions shall become effective with respect to any such annexed additional land on the date on which there is filed for record in the Office of the County Clerk of Harris County, Texas, a Supplemental Declaration to that effect signed and acknowledged by Declarant. Such Supplemental Declaration shall describe the additional land and list the Lots that then constitute the Subdivision, shall refer to these Restrictions and shall declare that these Restrictions shall apply to and affect such additional land that Declarant intends to add to the Subdivision. The Supplemental Declaration shall specify the number of Lots that are being annexed to the Subdivision by reason of the filing for record of said Supplemental Declaration.

Upon the filing of the Supplemental Declaration, each Lot comprising the annexed land shall be included within the definition of Lots as set forth in Article I hereof. Declarant may cause to be recorded as many separate Supplemental Declarations as may be desired from time to time and at any time, to effect the annexation of additional land. Annexation of additional land may be accomplished by Declarant without the consent of any other party or entity.

Section 7.2 Encompassing Nature of the Restrictions. Upon the filing of a Supplemental Declaration in compliance with the provisions of Section 7.1, annexing additional land to the Subdivision, these Restrictions shall further apply to and affect all of the property described in these Restrictions and the property described in any such Supplemental Declaration and shall also bind all Owners of any part of such property with the same effect as if the property described in the Supplemental Declaration were originally (i) subject to and described in these Restrictions, and (ii) included within the definition of "Subdivision". Thereafter, the powers and responsibilities of the Board shall be co-extensive with regard to all property included within the Subdivision, as expanded, and the Board shall, pursuant to the provisions of the Restrictions, constitute the Board for the Subdivision, as expanded, and the rights, obligations and duties of each Owner shall be determined in the same manner that the rights, obligations and duties of the Owners were determined prior to the recordation of such Supplemental Declaration. The Board shall thereupon continue to maintain one maintenance fund for the collection and disbursement of monies as required and permitted hereby for the maintenance, repair and operation of the Subdivision, as expanded, and for all other purposes contemplated by these Restrictions, and the Subdivision, as expanded, shall be deemed to be a single family residential project for the purposes, and in accordance with the provisions, of these Restrictions.

Section 7.3 Declarant's Power to Expand the Subdivision.

Declarant further reserves the right, at any time and from time to time, without the consent of any other party or entity, to take such action as may be deemed necessary by Declarant to expand satisfactorily the Subdivision. Declarant further reserves the right, without the consent of any other party or entity, to make such additions, deletions and modifications to these Restrictions with respect to the additional land, as may be necessary to reflect the different character, if any, of such portion of the additional land from the remainder of the Subdivision, or as may be necessary or desirable for any other reason. Such additions, deletions and modifications shall be set forth in the Supplemental Declaration relating to such portion of the additional land.

Section 7.4 Declarant's Power to Form, Modify, Expand Municipal Utility Districts. Declarant further reserves the right, at any time and from time to time, without consent of any other party or entity to take such action as may be deemed necessary by Declarant to form, expand or modify municipal utility districts as may be required by the Subdivision or other land.

Section 7.5 Declarant's Power-of-Attorney. Each Owner hereby appoints Declarant as its attorney-in-fact for the purpose of effecting the provisions of this Article VII, and the power hereby granted to Declarant shall be, and is, a power coupled with an interest and is irrevocable.

Section 7.6 Additional Land Not Subject to Restrictions Until Annexation. These Restrictions, including but not limited to this Article VII, do not presently create any interest in or with respect to the additional land, and these Restrictions shall not affect in any manner all or any part of such additional land unless and until a Supplemental Declaration is filed with respect thereto or to a portion thereof in accordance with this Article VII.

ARTICLE VIII

AMENDMENT TO DECLARATION AND DURATION OF RESTRICTIONS

Section 8.1 Amendment by Declarant. Notwithstanding anything to the contrary contained in these Restrictions, the Declarant shall have and hereby reserves the right at any time, without the joinder or consent of any other party or entity, to amend these Restrictions by an instrument in writing duly signed, acknowledged and filed for record in the Office of the County Clerk of Harris County, Texas, so long as such amendment (in the sole discretion of the Board) will not be inconsistent with the general overall plan for the development of the Subdivision.

Section 8.2 Amendment. Except as otherwise provided by law and by Section 8.1, the provisions hereof may be amended by an instrument in writing signed by the Secretary of the Association certifying that Members having not less than two-thirds (2/3rds) of the total votes in the Association that may be cast thereupon, have voted in favor of such amendment, but no such amendment shall be effective until a written notice thereof is duly recorded in the Office of the County Clerk of Harris County, Texas. The Bylaws of the Association may be amended as therein set forth. Without joinder of Declarant, no amendment may diminish the rights of or increase the liability of Declarant under these Restrictions.

Section 8.3 Duration. These Restrictions shall remain in full force and effect until January 1, 2021, and shall be extended automatically for successive ten (10) year periods; provided, however, that these Restrictions may be terminated on January 1, 2021, or on the commencement of any successive ten (10) year period by filing for record in the Office of the County Clerk of Harris County, Texas, an instrument in writing signed by Members having not less than two-thirds (2/3rds) of the total votes in the Association that may be cast thereupon.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Severability. In the event of the invalidity or partial invalidity or partial unenforceability of any provision or a portion of these Restrictions, the remainder of the Restrictions shall remain in full force and effect.

Section 9.2 Rules and Regulations. The Rules and Regulations may be amended from time to time by the Board. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of these Restrictions, but in the event of a conflict, these Restrictions shall control. Each Owner, by accepting conveyance of a Lot, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

Section 9.3 Number and Gender. Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

Section 9.4 Articles and Sections. Article and section headings in these Restrictions are for convenience of reference and shall not affect the construction or interpretation of these Restrictions. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of these Restrictions.

Section 9.5 Delay in Enforcement. No delay in enforcing the provisions of these Restrictions with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

Section 9.6 Limitation of Liability. Declarant, as well as its agents, employees, officers, directors, shall not be liable

to any Owner or lessee of the Land or any portion thereof or to any other party for any loss, claim or demand in connection with a breach of any provision of these Restrictions by any party other than Declarant.

Section 9.7 Enforceability. The Restrictions adopted and established for the Subdivision by these Restrictions are imposed upon and made applicable to the Subdivision and shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each purchaser, grantee, Owner and lessee in the Subdivision, or any portion thereof, and the respective heirs, legal representatives, successors and assigns of the Subdivision, the Association and each such purchaser, grantee, Owner and lessee.

Section 9.8 Remedies. In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the Restrictions, the Declarant, the Association, each purchaser, grantee, Owner or lessee of the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity (i) to abate, preempt or enjoin any such violation or attempted violation or (ii) to recover monetary damages caused by such violation or attempted violation. Upon the violation of any of the provisions of these Restrictions by any Owner, in addition to all other rights and remedies available to it at law, in equity or otherwise, the Association, acting through the Board, shall have the right to pursue any or all of the following remedies:

A. The Board may restrict the right of such Owner to use the Common Areas in such manner as the Board deems fit and appropriate; and

B. The Board may restrict the right of such Owner to vote in any regular or special meeting of the Members.

Section 9.9 Reserves. Notwithstanding any other provision of these Restrictions, the Reserves as defined hereinabove shall not be subject to the terms and provisions of these Restrictions.

WITNESS the execution hereof this 17th day of September, 1986.

CYPRESS CREEK TOWNOFFICES, LIMITED, a Texas Limited Partnership, By Ardliet Corporation, a Texas Corporation, General Partner

By Randal A. Hendricks President
Randal A. Hendricks, President

THE STATE OF TEXAS *
*
COUNTY OF HARRIS *

This instrument was acknowledged before me this 17th day of September, 1986, by RANDAL A. HENDRICKS, President of Ardliet Corporation, a Texas corporation, General Partner of Cypress Creek Townoffices, Limited, a Texas limited partnership.



DMDEC2.TXT

Elaine Vandervilt
Notary Public in and for
The State of Texas
My Commission Expires: 2/28/88
EKLINE VANDERBILT
Printed or Stamped Name of Notary

RETURN TO: DAN W. MCGARY
Attorney at Law
400 Randal Way, Suite 106
Spring, Texas 77388

FILED
SEP 19 4 14 PM '86
Pat Polkman
COUNTY CLERK
HARRIS COUNTY, TEXAS



Pat Polkman
COUNTY CLERK
HARRIS COUNTY, TEXAS

SEP 19 1986
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
daily RECORDED, in the Official Public Records of Real Property of Harris
County, Texas on