

Final

JOINT AND MUTUAL,
RESTRICTIVE COVENANT AGREEMENT

AND
PETITION CREATING RESTRICTIONS

PURSUANT TO TEXAS PROPERTY CODE § 201.001 ET SEQ.

FOR

LAKE CYPRESS ESTATES

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Creekside Development Company was the owner of that certain property known and described as LAKE CYPRESS ESTATES, an unrecorded subdivision located in Harris County, Texas, (hereinafter referred to as the "Subdivision"); and more particularly described as the "first tract" in that certain deed executed June 28, 1954 and filed of record in the Real Property Records of Harris County under Court Clerk's File Number 1281694; and

WHEREAS, at least seventy-five percent (75%) of the land in the Subdivision was burdened by restrictions limiting the use of the Lots to residential use only; and

WHEREAS, the restrictions limiting at least seventy-five percent (75%) of the Subdivision to residential use only were found in the original deeds from Creekside Development Company, Inc. to the subsequent Owners of Lots in the Subdivision which were recorded in the Deed Records of Harris County, Texas; and

WHEREAS, a Petition Committee pursuant to Tex. Prop. Code §201.005 having heretofore been created by the Owners of Lots in the Subdivision for the purpose of creating restrictions for the Subdivision in order to preserve the high standards and residential quality of the Subdivision; and

WHEREAS, said Petition Committee having heretofore filed written notice of its formation in the Official Public Records of Real Property, Harris County, Texas;

WHEREAS, should for any reason this Petition fail to meet the requirements of Tex. Prop. Code §201.001 et seq., the undersigned Owners have agreed to bind themselves in the joint and mutual covenants to control the use and development of their Lots by marking "yes" by their signature on this Petition and the box marked "yes" by their name;

NOW THEREFORE, it is hereby declared that all of the Lots of the Owners that have agreed to be bound by this petition by indicating "yes" by their names as set forth hereinafter and all other Lots within the Subdivision, excluding the Lots of Owners within the Subdivision who shall not be affected by this Petition, pursuant to Tex. Prop. Code, §201.099 shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting value and desirability of the Lots covered by this Petition, and which shall run with the Lots covered by this

Petition and shall be binding on all parties having any right, title or interest in or to the Lots covered by this Petition or any part thereof, and their heirs, successors, and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each Owner within the Subdivision that is subject to this Petition:

ARTICLE I

DEFINITIONS

Section 1. "Civic Club" shall mean and refer to LAKE CYPRESS ESTATES CIVIC CLUB, a Texas non-profit corporation, its successors and assigns.

Section 2. "Board of Directors" shall mean and refer to the Board of Directors of the LAKE CYPRESS ESTATES CIVIC CLUB.

Section 3. "Building" shall mean any structure built for the support, shelter, or enclosure of persons, animals, chattels, or movable property of any kind.

Section 4. "Common Area" shall mean all real property owned by the Civic Club for the common use and enjoyment of the Owners.

Section 5. "Easements" shall mean and refer to the various utility, maintenance, and other easements of record.

Section 6. "Lot" shall mean and refer to any plot of land shown upon the unrecorded Plat of the Subdivision or any other tract of land owned by individuals in the Subdivision with the exception of the Reserves and/or Common Areas.

Section 7. "Member" shall mean and refer to each person or entity who holds membership in the Civic Club.

Section 8. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to the surface estate to any Lot or portion of a Lot which is subject to these restrictions.

Section 9. "Plat" shall mean and refer to the unrecorded map of LAKE CYPRESS ESTATES an unrecorded Subdivision in Harris County, Texas.

Section 10. "Subdivision" shall mean and refer to LAKE CYPRESS ESTATES, an unrecorded subdivision in Harris County, Texas according to the Plat thereof.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to the title to every Lot, subject to the following provisions:

(a) The right of the Civic Club to charge reasonable admission and other fees for the use of any recreational facility situated or to be situated upon the Common Area;

(b) The right of the Civic Club to suspend the voting rights and right to use of the Common Area by an Owner or the Owner's delegate for any period during which any fee against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Civic Club to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property with a vote of two-thirds (2/3) the Owners.

- (d) The right of the Civic Club 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. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of Owners agreeing to such dedication or transfer has been recorded.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to fee by the Civic Club shall be a Member of the Civic Club. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to a fee by the Civic Club and shall automatically pass with the title to the Lot. Ownership of such Lot shall be the sole qualification of Membership.

Section 2. Voting Rights. Owners shall be allowed one vote per lot or tract of land. Co-Owners must cast their vote together.

ARTICLE IV

COVENANTS FOR MAINTENANCE FEES

Section 1. Creation and Purpose of Fees. The Owner of a Lot(s) in the Subdivision that is subject to these restrictions is hereby subjected to an annual maintenance charge and fee for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and fee will be paid by the Owner or Owners on or before January 1 of each year. The rate at which each Owner will be assessed will be determined annually and may be adjusted from year to year by the Civic Club as hereinafter provided as the needs for the Subdivision may, in the judgment of the Civic Club, require. The Civic Club shall use the proceeds of said maintenance fund for the use and benefit of the Owners in the Subdivision. The annual fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the fee fell due.

Section 2. Maximum Annual Fee. The maximum annual fee for 1988 shall be \$24.00 per Member per year.

- (a) From and after 1988, the maximum annual fee may be increased each year not more than 10% above the maximum fee for the previous year without a vote of the membership.
- (b) The maximum annual fee may be increased above 10% by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual fee at an amount not to exceed the maximum permitted herein.

ARTICLE V

USE AND RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be known and described as Lots for residential purposes only (hereinafter sometimes referred to as "residential Lots"), and no structure shall be erected, placed, altered, or permitted to remain on any residential lot other than one (1) single family dwelling and its outbuildings or other

structures approved by the Architectural Committee. As used herein, the term "residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments or apartment houses; and no lot shall be used for business or professional purposes. This restriction shall not apply to business or professional purposes which are merely incidental to the primary use of a structure as a residence. Each single family dwelling may be occupied by only one family, consisting of one or more persons related by blood, adoption or marriage, of no more than two unrelated persons living and cooking together as a single housekeeping unit, together with any household servants. Each single family dwelling shall contain no more than one housekeeping unit.

Section 2. Architectural Committee. No Building or other structure shall be commenced, erected, placed, altered or maintained on a lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Committee as hereinafter established. In the event said Architectural Committee fails to approve or disapprove such design and location within thirty-one (31) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Dwelling Size. Any residential unit constructed on any lot in subdivision must have a living area of not less than 1,400 square feet, exclusive of open or screened porches, terraces, driveways, and garages.

Section 4. Type of Construction.

(a) The exterior of all buildings placed or erected on a lot shall be of wood composition and/or masonry approved in writing by the Architectural Committee. No felt or paper shall be used as exterior siding on any building placed or erected on any lot.

(b) No external roofing material other than composition roofing, wood shingle, or such other types as approved by the Architectural Committee shall be constructed or used on any building in any part of the property.

(c) All new frame construction must have at least two coats of paint, unless traditionally, not normally painted, i.e., cypress wood or redwood, the color of which must be approved in writing by the Architectural Committee.

Section 5. Building Location. No building shall be located on any lot nearer to the front lot line than fifty (50) feet without the written approval of the Architectural Committee. No building shall be located nearer than twenty (20) feet to a side or rear interior lot line without the written approval of the Architectural Committee. No main residence building or detached garage nor any part thereof shall encroach upon any utility easement or maintenance easement. For the purposes of this Covenant, eaves, steps and open porches shall not be considered a part of the main residence building provided, however, that this shall not be construed to permit any portion of a building to encroach on any other lot. Unless otherwise approved by the Architectural Committee, each main residence building will face the front of the lot. Corner lots shall be deemed to front on the street which the respective corner lots shall have the shortest dimensions.

Section 6. Driveways. Culverts shall be utilized in all driveways and walkways used to access Lots in the Subdivision.

Section 7. Cesspools and Outside Toilets. No cesspools shall be dug, used or maintained in the Subdivision. Outside toilets are specifically prohibited from being placed or erected on any lot in the Subdivision.

Section 8. Septic Tanks. Underground septic tanks are allowed if installed according to any applicable laws; however, no drain field line may be closer than ten (10) feet to the lot line, nor may it terminate in an injection well or drainage ditch as specified by the Harris County Health Department. All toilets and baths shall be installed with and connected to a septic tank or sanitary sewer.

Section 9. Limitation on Time Allowed for Construction. Once a Building has been approved for construction by the Architectural Committee and construction begun, it must be completed within nine (9) months from the date construction begins.

Section 10. Signs. No signs, billboards, posters or advertising devices of any character shall be permitted except for those used in connection with the sale of a lot unless otherwise approved in writing by the Architectural Committee. In no event may a sign be in excess of two (2) feet by three (3) feet.

Section 11. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance to the Members.

Section 12. Storage of Vehicles or Equipment. The storage of inoperable vehicles of any nature or kind is specifically prohibited unless said vehicle is stored in a garage, other enclosure approved by the Architectural Committee, or is not otherwise visible to public view.

This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

Section 13. Animals and Livestock. The raising or keeping of hogs or other livestock, including wild animals, on any lot in the Subdivision is strictly prohibited, however, consistent with its use as a residence, dogs, cats and other domestic household pets may be kept on a lot, provided they are not kept, bred, or maintained for any commercial purposes. School projects for the future farmers of America are specifically exempted herefrom. The raising of horses on a lot(s) is also exempted herefrom so long as the horses are kept on an area of the lot specifically designed and designated for the horses. The custody and care of animals on any lot must be in strict compliance with any applicable state or county laws regarding same.

Section 14. Water and Mineral Operations. No quarrying or mining operations of any kind shall be permitted on any lot, nor shall tanks, tunnels, mineral excavations or shafts be permitted on any lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, and maintained or permitted in any lot.

Section 15. Storage and Disposal of Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be

kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Provided further, that no Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new Building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a period of time not to exceed nine (9) months from the date construction commences. Under no circumstances shall Building materials be placed or stored in the street.

Section 16. Antennas. No electronic antenna or device of any type for transmitting or receiving electronic signals including satellite dish antennae shall be erected, constructed, or placed forward of the Building set back line as provided in Section 5 hereof. Nor shall any electronic antenna or device of any type for transmitting or receiving electronic signals be erected, constructed, or placed on any structure or lot which exceeds more than fifteen (15) feet above the main residential dwelling or said Lot.

Section 17. Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful, and safe condition. In no event shall any Lot be used for storage of material or equipment, including inoperable vehicles, except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after thirty (30) days' written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate maintenance after such notice, the Civic Club, may, without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot and remove or cause to be removed such garbage, trash, rubbish, inoperable vehicles or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a healthful, safe and sanitary condition.

Section 18. Damaged Buildings. Any Building destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition. The Board of Directors shall determine what is a reasonable period of time.

Section 19. Temporary Structures. No basement, tent, garage or other outbuilding shall be occupied or used as a residence, temporarily or permanently. No camping trailer, camper, trailer home, any type of mobile home, houseboat or vehicle with living accommodations shall be used for, or in conjunction with, a residence or dwelling, either temporarily or permanently.

Section 20. Leases. Any lease agreement between an Owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Petition or the Bylaws of the Civic Club and that failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

Section 21. Common Area. The 19.688 acres owned by the Civic Club and operated as a private lake/lake property is for the exclusive use of the Members and their guests. In addition to any other rules later promulgated by the Civic Club, the use of the Common Areas is to be restricted as follows:

- a) No firearms are permitted on the Common Areas.
- b) No motorized vehicles are permitted on the Common Areas except for necessary maintenance.
- c) Camping or erection of tents by residents shall require written permission from the Vice President of the Civic Club.
- d) Any and all use of the Common Areas for parties or organized activities shall require the prior approval of the Civic Club.

ARTICLE VI

ARCHITECTURAL COMMITTEE

Section 1. Approval of Building Plans. No building or other structure shall be commenced, erected, placed, altered or maintained on any Lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing as to harmony of exterior design and color with existing structures, as to location with respect to topography and finished ground elevation and as to compliance with minimum construction standards by the LAKE CYPRESS ESTATES, Architectural Committee (the "Committee"). A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Committee, or its designated representative, prior to commencement of construction. The Architectural Committee may require the submission of such plans, specifications and plot plans, together with such other documents as it deems appropriate, in such form and detail as it may elect at its entire discretion. In the event the Architectural Committee fails to approve or disapprove such plans and specifications within thirty-one (31) days after the same are submitted to it, approval will not be required and the requirements of this Section will be deemed to have been fully complied with. The Committee retains the right to retain one copy of all approved plans and specifications for Committee's files. Further, any Owner receiving approval of any plans hereunder agrees to construct said addition or structure in accordance with the approved plans. The Committee shall have the right and authority to require any Owner to remove or alter any structure which has not received approval or which is built other than per the approved plans. The requirements of this Article are in addition to any approvals or permits required by any governmental entity.

Section 2. Authority of The Committee. The Committee shall have the right to specify architectural and aesthetic requirements for building sites, minimum setback lines, the orientation of structures with respect to streets, walks, paths and structures on adjacent property and a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of improvements. The Committee shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or that do not meet its minimum construction or architectural design requirements or that might not be compatible with the overall character and aesthetics of the subdivision. The Committee shall have the right, exercisable at its discretion, to grant variances to the architectural restrictions in specific instances where the Committee in good faith deems that such variance does not adversely affect the architectural and environmental integrity of the Subdivision or the common scheme of development. All variance grants shall be in writing, addressed to the Owner requesting the variance, describing the applicable restrictions to which the

variance is granted, listing conditions imposed on the granted variance and listing specific reasons for granting of the variance. Failure by the Committee to respond within thirty (30) days to a request for a variance shall operate as a denial of the variance.

Section 3. Committee Membership. The Architectural Committee shall be composed of the members of the Civic Club.

Section 4. No Liability. The Civic Club and the Architectural Committee, as well as their agents, employees and architects, shall not be liable to any other party for any loss, claim or demand asserted on account of their administration of these restrictions and the performance of their duties hereunder, or any failure or defect in such administration and performance. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner.

ARTICLE VII EASEMENTS

Section 1. All easements of record are incorporated herein by reference. Specifically, there is a five (5) foot easement across the rear of each Lot and a five (5) foot aerial easement from a plane twenty (20) feet above the ground and a fifteen (15) foot easement on each side of the center line of all gullies, etc. as shown on the unrecorded Plat of the Subdivision. Further, there is an additional five (5) foot aerial easement from a plane twenty (20) feet above the ground. All easements as reflected in that certain instrument filed in Volume 5192, Page 72 of the Deed Records of Harris County, Texas and that certain instrument containing the easement to the Houston Lighting and Power Company filed for record in Volume 3210, Page 699 and Volume 2204, Page 267 of the Deed Records of Harris County, Texas.

ARTICLE VIII

Section 1. Enforcement. In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the Restrictions or Covenants set forth herein, enforcement of the terms and provisions hereof shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable harm or damage if such injunction is not granted. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reasons of such violation of the terms and provisions hereof. The terms and provisions hereof may be enforced by the Civic Club (and the Civic Club is hereby expressly authorized to use its funds for the purpose of assisting in the enforcement of the terms and provisions hereof), or by the Owner of any Lot in the Subdivision. Failure by the Civic Club or any Owner to so enforce any Covenant or Restriction hereof shall not be construed to constitute a waiver of the right to thereafter enforce such provision or any other provision hereof.

Section 2. Entry and Emergency Powers. To the extent necessary to prevent rat infestation and diminish fire hazards, the Civic Club shall have the right, through its

agents and employees, to enter any vacant residence or improvements located upon such Lot. The Civic Club may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The Civic Club, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized herein.

Section 3. Amendment. The Covenants and Restrictions of the Petition shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Civic Club or the Owner or any Lot subject to this Petition, their respective legal representative, heirs, successors, and assigns, for a term of thirty (30) years from the date this Petition is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years. The Covenants and Restrictions of this Petition may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Owners subject to this Petition. Any amendment must be properly recorded in Harris County, Texas.

Section 4. Interpretation. If this Petition or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Petition shall govern.

Section 5. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provisions appearing in this Petition shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provisions shall be supplied by inference.

Section 6. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect as to any terms and provisions which are invalidated.

The Owners of Lots in the Subdivision which have not signed this Petition must file suit under Tex. Prop. Code §201.010 before the 181st day after date on which the certificate called for by Tex. Prop. Code §201.008(c) is filed in order to challenge the procedure followed in creating these Restrictions. The Owners of Lots in the Subdivision who do not sign this Petition may delete their property (Lots) from the operation of the Restrictions created herein by filing a statement described in the fourth listed category in Tex. Prop. Code §201.009(b) before one year after the date on which the Owner received actual notice of the filing of this Petition as authorized pursuant to Tex. Prop. Code §201.001 et seq.

We, the undersigned, hereby attest and affirm that we own record title to property (Lots) within the LAKE CYPRESS ESTATES, an unrecorded Subdivision in Harris County, Texas. If the "yes" box is marked next to our name, the Lots owned by us within the Subdivision shall hereinafter be held, sold, and conveyed subject to the foregoing restrictions, covenants and conditions and shall run with the property and be binding on all parties having any right, title or interest in or to the property or any part thereof. If the "no" box is marked, the Owner's property shall not be covered by this Petition and shall be specifically excluded herefrom and the Restrictions contained herein.

IN WITNESS WHEREOF, the undersigned have executed this Petition as of the
dates of their respective acknowledgments to be effective the _____ day
of _____, 1987.