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**AMENDED AND RESTATED PROTECTIVE COVENANTS**  
**FOR**  
**CYPRESS HILL**

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**AMENDED AND RESTATED PROTECTIVE COVENANTS  
FOR CYPRESS HILL**

WITNESSETH:

WHEREAS, pursuant to those certain Protective Covenants dated December 21, 1978 and recorded under County Clerk's File No. G013489 of the Official Public Records of Real Property of Harris County, Texas (the "Protective Covenants"), John D. Hicks subjected all the property described therein and known as Cypress Hill ("Cypress Hill") to the covenants, conditions and restrictions set forth in the Protective Covenants for the benefit of all present and future owners thereof;

WHEREAS, certain of the owners of land within Cypress Hill desire to amend and restate the Protective Covenants in certain respects;

WHEREAS, pursuant to §209.0041(h) of the Texas Property Code, the Protective Covenants may be amended by a vote of 67% of the total votes allocated to property owners in the Association (as defined below);

WHEREAS, the undersigned comprise not less than 67% of the total votes allocated to property owners in the Association;

NOW, THEREFORE, the Protective Covenants are amended in accordance with the further provisions hereof so that Cypress Hill and any other property which may hereafter be made subject to these Protective Covenants shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Lots (as defined below) and shall be binding upon all parties having any right, title or interest in said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

The following words, when used in these Protective Covenants, shall have the following meanings:

SECTION 1. "Association" shall mean and refer to the Cypress Hill Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

SECTION 2. "Lot" shall refer to the individual tracts of land owned in the Subdivision by the Owners.

SECTION 3. "Member" shall refer to every person or entity which holds a membership in the Association.

SECTION 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but

excluding any person or entity who holds an interest merely as security for the performance of an obligation or those owning an easement right, a mineral interest, or a royalty interest.

SECTION 5. "Properties" shall mean and refer to the real property within the jurisdiction of the Association including Cypress Hill and any additional property hereafter added to the jurisdiction of the Association as provided herein, if any.

SECTION 6. "Road" shall refer to any publicly dedicated or private street, drive, boulevard, road, alley, lane, avenue, or thoroughfare within or adjacent to the Properties.

ARTICLE II  
CYPRESS HILL HOMEOWNERS ASSOCIATION, INC.

SECTION 1. ORGANIZATION. The Association has been organized and formed as a non-profit corporation under the laws of the State of Texas. The principal purposes of the Association are the collection, expenditure, and management of the maintenance funds, enforcement of the restrictive covenants contained herein, and architectural control of the Lots.

SECTION 2. BOARD OF DIRECTORS. The Association shall act through a Board of Directors (the "Board"), as provided in the By-Laws. The Board shall manage the affairs of the Association as specified in these Protective Covenants and the By-Laws of the Association.

SECTION 3. MEMBERSHIP. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

SECTION 4. VOTING RIGHTS. Members shall be entitled to one (1) vote per Member regardless of the number of Lots owned by such Member. When two or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be considered one (1) Member for purposes hereof, and the vote of the Member group shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to such Member group.

SECTION 5. RULES AND REGULATIONS. The Board may adopt, amend, repeal and enforce rules and regulations ("Rules"), fines and levies as may be deemed necessary or desirable with respect to the implementation of these Protective Covenants, the operation of the Association, the use and enjoyment of the Common Area, and the use of any other property, facilities or improvements owned or operated by the Association.

SECTION 6. TERMINATION OF MEMBERSHIP. The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or these Protective Covenants during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

ARTICLE III  
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Owner of each Lot which is subject to these Protective Covenants,

hereby covenants and each Owner of any such Lot, by acceptance of a deed therefor, whether or not it shall be expressed in the deed or other evidence of the conveyance, is deemed to covenant and agree to pay the Association the annual assessments, charges such assessments or charges to be fixed, established and collected as hereinafter provided. These assessments and charges, and all other fees, charges and sums authorized by these Protective Covenants (collectively "Assessments") together with interest thereon as hereinafter provided, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which such assessments or charges are made. The Association's lien was created by recordation of the Protective Covenants, as amended by these Protective Covenants, which constitutes record notice and perfection of the lien. Each such assessment or charge, together with such interest, late charges, costs of collection, and reasonable attorney's fees shall also be and remain the personal obligation of the Owner of the particular Lot at the time the assessment or charge fell due notwithstanding any subsequent transfer of title of such property. However, successors in title shall nonetheless acquire title to the land subject to the lien securing the assessments and charges.

No other recordation of a lien or notice of lien shall be or is required unless otherwise required by applicable law. Each Owner grants to the Association a power of sale in connection with the Association's lien on such Owner's Lot. By written resolution, the Board of Directors of the Association may appoint, from time to time, an officer, agent, trustee, or attorney of the Association to exercise the power of sale on behalf of the Association. The Association shall exercise its power of sale pursuant to Section 51.002 of the Texas Property Code, and any applicable revision(s), amendment(s), or recodifications thereof in effect at the time of the exercise of such power of sale. The Association has the right to foreclose its lien judicially pursuant to the power of sale created hereby in accordance with Section 209.0092 of the Texas Property Code, unless otherwise expressly prohibited by applicable law. Costs of foreclosure may be added to the amount owed by the Owner to the Association. The Association may bid for and purchase the Lot at the foreclosure sale utilizing funds of the Association. The Association may own, lease, encumber, exchange, sell, or convey a Lot. The purchaser at any such foreclosure sale shall be entitled to sue for recovery of possession of the Lot by an action of forcible detainer without the necessity of giving any notice to the former owner or owners of the Lot sold at foreclosure. Nothing herein shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien. Foreclosure of a tax lien attaching against a Lot shall not discharge the Association's lien under this paragraph for amounts becoming due to the Association after the date of foreclosure of the tax lien.

No Owner may waive or otherwise exempt himself or herself from liability for the assessments provided for herein by non-use of Common Area or abandonment of the property owned by such Owner. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under these Protective Covenants or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied in the following order, unless otherwise provided by applicable law:

- (i) Delinquent assessments;

- (ii) Current assessments;
- (iii) Any third party collection costs or attorney's fees associated with the collection;
- (iv) Other attorney's fees;
- (v) Fines;
- (vi) Any other amounts.

SECTION 2. PURPOSE OF ANNUAL ASSESSMENTS. The annual assessments levied by the Association shall be used for carrying out the purposes of the Association as stated in its articles of incorporation and these Protective Covenants. The judgment of the Board of Directors of the Association in determining the functions to be performed by the Association, in determining the amount of annual assessments, and in the expenditure of funds shall be final and conclusive so long as its judgment is exercised in good faith.

SECTION 3. LEVEL OF ANNUAL ASSESSMENTS. The initial annual assessment shall be not more than \$180.00 per Lot per annum. Each year hereafter, the annual assessment may be increased by a majority vote of the Members entitled to vote. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the amount stated above or such higher amount approved by majority vote of the Members (in accordance with Article II, Section 4 of these Protective Covenants), either at a meeting of the Members called for such purposes or by written consent.

SECTION 4. DETERMINATION OF ANNUAL ASSESSMENTS. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the annual assessment to be levied against each Lot in the next calendar year. Written notice of the rate at which the Board of Directors of the Association has set the annual assessment shall be sent to every Owner whose Lot is subject to the payment thereof. Each annual assessment due for a calendar year shall be due and payable on the first day of January of such calendar year. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer or authorized representative of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Lot is binding upon the Association as of the date of its issuance.

SECTION 5. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Any assessments which are not paid in full by March 1 of the year in which such assessment are due and payable shall be delinquent. Any delinquent assessment shall incur a late fee of \$10.00 per month until the delinquent assessment and all accrued late fees thereon are paid in full.

SECTION 6. SUBORDINATION OF THE LIEN TO MORTGAGES. As herein above provided, the title to each Lot shall be subject to a lien securing the payment of all assessments and charges due the Association, but the lien shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any Lot shall not affect the lien in favor of the Association provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien securing such assessment or charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or the Owner thereof from liability for any charges or assessments thereafter becoming due or from the lien thereof. In addition to the automatic subordination provided for hereinabove, the Association, in the sole discretion of its Board of Directors, may subordinate the lien securing any assessment provided for herein to any other mortgage lien or encumbrance, subject to such limitations, if any, as the Board of Directors may determine.

ARTICLE IV  
RIGHTS IN THE COMMON AREA

SECTION 1. DELEGATION OF USE. Each Member shall have the right to extend his right of enjoyment to common areas, if any, of the Properties to the members of his family and to such other persons as may be permitted by the Association. An Owner shall be deemed to have made a delegation of all such rights to the tenant of any leased residence and such Owner shall not have the right to use such common areas during such tenancy.

ARTICLE V  
USE RESTRICTIONS

SECTION 1. RESIDENTIAL USE. Each and every Lot subject to these Protective Covenants is hereby restricted to residential uses only. Except as otherwise hereinafter specified, no building shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling and other buildings, such as garages, carports, accessory buildings, including guest and servant quarters that are necessary and contributory to the overall development of the Properties. In no event may the Owner of a Lot lease and/or permit the sublease of less than the entirety of such Lot, together with the improvements located thereon.

SECTION 2. AIR CONDITIONING UNITS. No air conditioning condensing unit and fan, evaporative cooler or other objects, which in the opinion of the Board are unsightly, shall be placed upon or above the roof of any dwelling or other building on a Lot, except where it is architecturally concealed from view in plans approved by the Board and then only when, to the satisfaction of the Board, the same is not aesthetically objectionable and is otherwise in conformity with the overall development of the Properties.

SECTION 3. TANK STORAGE. No butane or other tank used for storage of gas or liquids for fuel shall be placed on a Lot unless the same is architecturally concealed from view. In the event natural gas is made available to any Lot, the Owner of such Lot shall properly connect with the source of natural gas and discontinue the use of butane gas.

SECTION 4. MAILBOXES. All mailboxes shall be located in certain areas of a Lot designated by the Board and US Postal Service (if required by applicable law) and shall be of such design and construction as required by the published guidelines of the US Postal Service, or in the absence of published guidelines, as approved by the Board.

SECTION 5. ANIMALS. No animals or fowl other than ordinary household pets commonly housed in a residence shall be permitted on any Lot and the breeding or maintaining of such animals or fowl for commercial purposes shall not be permitted. Provided, however, notwithstanding any other provision contained in these Protective Covenants to the contrary, Owners are allowed to keep on their Lot up to: (i) eight (8) fowl that are caged and maintained in a sanitary manner; and (ii) six (6) horses, three (3) cows or bulls, and four (4) sheep or goats, as long as stables, barns or shelters are provided for them that conform to building restrictions in these Protective Covenants and are approved by the Board. Students who are competing in 4H/FFA projects are permitted, with approval of the Board, to keep on a Lot the number of animals necessary to meet the full extent of the school project.

SECTION 6. TRUCKS. Dual axle trucks are permitted within Cypress Hill for the sole purpose of needed services (i.e. trash pickup, concrete delivery and building material

delivery). At no time will such trucks be allowed within Cypress Hill, including without limitation, for overnight parking.

SECTION 7. BUSINESSES. No retail business of any kind or type, including individual or group garage sales, shall be conducted on a Lot or run out of any dwelling located on a Lot. Notwithstanding the foregoing, home offices or a business consisting of less than three (3) incoming employees is permissible; provided, however, (i) no more than three (3) half-ton trucks and/or one (1) one-ton trucks shall be permitted in Cypress Hill for the purposes of such business, and (ii) businesses are prohibited that involve specific work to be performed on the residential property, including but not limited to fabrication shops, manufacturing or processing facilities, vehicle repair shops, machine shops, or other businesses with potential to generate offensive noise, light or odor. No vehicle signage shall be permitted without the prior written approval of the Board.

SECTION 8. WEAPONS AND HUNTING. The use of firearms and other weapons (except as allowed by law for protection), and the hunting of any kind, within the Properties is prohibited. The term "firearms" includes pellet guns, bows and firearms of all types.

SECTION 9. FURTHER RESTRICTIONS.

- (a) No subdivision of Lots shall occur unless prior written approval has been granted by the Board and such subdivision results in the creation of Lots meeting all minimum standards of adjacent or surrounding Lots set forth herein, and which, by determination of the Board, shall be in keeping with the general character of the Properties.
- (b) All structures constructed on a Lot shall be constructed in accordance with the provisions of these Protective Covenants and any and all governmental requirements and building codes, and inside all applicable building lines and setback lines defined herein or as shown on the plat of Cypress Hill.

ARTICLE VI  
ARCHITECTURAL STANDARDS

SECTION 1. PURPOSE. In order to establish and preserve a harmonious and aesthetically pleasing design for the Properties and to protect and promote the value of the Properties, the Lots shall be subject to the restrictions set forth in this Article VI. Every grantee of any interest in a Lot within the Properties by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article.

SECTION 2. ARCHITECTURAL REVIEW COMMITTEE.

(a) Architectural Review Committee. There is hereby established the Cypress Hill Architectural Review Committee (herein called the "Architectural Review Committee"), which shall have exclusive jurisdiction over all construction on the Lots and over modifications, additions, or alterations made on or to improvements on the Lots within the Properties. The Architectural Review Committee may (i) adopt such standards and guidelines for the construction or alteration of improvements in the Properties ("Architectural Guidelines") and (ii) establish application procedures for its review of plans. The Architectural Review Committee shall make such guidelines or standards available to Owners who seek to engage in new construction or for modification of improvements upon a Lot and who shall conduct their operations strictly in accordance therewith. The Architectural Guidelines may impose different requirements for different portions of the Properties.

(b) Members of Architectural Review Committee. The Architectural Review Committee shall initially consist of three (3) Members. The Board of Directors shall have the power to appoint and remove the Members of the Architectural Review Committee. The Board of Directors shall have the right to increase the size of the Architectural Review Committee. The Architectural Review Committee is authorized, but not obligated, to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist them in performing their respective functions set forth herein.

SECTION 3. ARCHITECTURAL APPROVAL. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon to any portion of any Lot, and the proposed location thereof, the construction materials, the roofs, the exterior color schemes, and any later changes or additions thereto shall be subject to and shall require the approval in writing of the Architectural Review Committee before any such work is commenced.

There shall be submitted to the Architectural Review Committee a letter of applications for a permit to build, together with two complete sets of plans and specifications for any and all proposed improvements and alterations which are desired and no improvements of any kind shall be erected, placed or maintained upon any Lot until the final plans have received such written approval as herein provided. Such plans shall include plot plans showing the location on the Lot of the building, wall, fence, landscaped areas (including any proposed rearrangement of the native vegetation), or other improvement proposed to be constructed, altered, place or maintained, together with the plans for roofs and exteriors thereof. Such application shall be accompanied by a reasonable filing fee, said fee to defray the Architectural Review Committee's expenses to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, structural engineers, and inspectors retained in accordance with the terms hereof.

The Architectural Review Committee shall approve or disapprove plans, specifications, and details within fifteen (15) days after receipt thereof. One set of such plans and specifications and details with the approval or disapproval endorsed thereon shall be returned to the person who submitted them and the other copy thereof shall be retained by the Architectural Review Committee for its permanent files. The Architectural Review Committee shall advise the applicant of the reason for the disapproval and suggest acceptable changes. In the event the Architectural Review Committee fails to approve or disapprove any plans which have been submitted to within fifteen (15) days from receipt thereof, approval shall not be required and the related covenants shall be deemed to have been complied with fully.

The Architectural Review Committee shall approve or disapprove plans, specifications, and details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions, if the design or color scheme of the proposed improvements is not in harmony with the general surroundings of the Properties or with existing adjacent improvements and the natural environment, if the plans and specifications submitted are incomplete, or in the event the Architectural Review Committee deems the plans, specifications or details or any part thereof to be contrary to the interest, welfare or rights of the Owners of all of the Lots. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of the improvements located on such Owner's Lot, to paint the interior of such improvements any color desired, or to repaint or restain the exterior of such improvements with the same color which has been previously approved for such improvements. The decisions of the Architectural Review Committee shall be final.

SECTION 4. APPROVAL NOT A GUARANTEE OR VARIANCE. Neither the Architectural Review Committee nor any architect or agent thereof shall be responsible in any way for any defects of any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

SECTION 5. RIGHT TO INSPECT. Any Member of the Board or the Architectural Review Committee shall have the right, but not the obligation during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In the event the Architectural Review Committee determines that such plans and specifications have not been approved or are not being complied with, the Architectural Review Committee shall be entitled to enjoin further construction and to require the removal or correction of work in place which does not comply with approved plans and specifications.

SECTION 6. NO WAIVER OF FUTURE APPROVALS. The approval by the Architectural Review Committee of any plans for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

SECTION 7. VARIANCES. The Architectural Review Committee may grant variances from compliance with the restrictions of these Protective Covenants, Supplemental Protective Covenants, and from its respective standards and guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, when the Architectural Review Committee determines, in its sole discretion, that a variance is in the best interest of the Properties. Such variances may only be granted, however, when unique circumstances dictate and no variance shall be effective unless in writing and signed by the Architectural Review Committee. For purposes of this Section, the terms of any financing, shall not be considered a hardship warranting a variance.

SECTION 8. MEETINGS OF THE ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee shall meet from time to time as necessary to perform its respective duties, and may from time to time, by resolution unanimously adopted in writing, designate a representative to take an action or perform any duties for and on behalf of the Architectural Review Committee. In the absence of such designation of a representative, the vote of the majority of the Members of the Architectural Review Committee, or the written consent of the majority of the Members of the Architectural Review Committee taken without a meeting, shall constitute and act of the Architectural Review Committee.

## ARTICLE VII ARCHITECTURAL RESTRICTIONS

Each and every Lot shall be subject to the following specific restrictions:

SECTION 1. LIVING AREA REQUIREMENTS. The living area measured to the outside walls of the principle dwelling on a Lot shall not be less than sixteen hundred (1600) square feet; should the dwelling be more than one (1) story in height the ground floor living area of such dwelling shall not be less than one thousand (1000) square feet, except as provided further in this paragraph. The Board may permit a variance from the minimum

square footage requirement but in consideration of this variance, consideration shall be given to a greater front setback than otherwise required herein.

SECTION 2. TYPE OF CONSTRUCTION. Foundations for new construction of the principle dwelling and garages shall be concrete slab with grade beams and a minimum strength rating required by building code. Brick veneer or an approved alternate such as stone shall be required for exterior walls of the principle dwelling and garage on at least three sides and on all sides that face the street. The exterior walls of an accessory building may be brick veneer, stone, painted wood siding, or painted metal siding. The roof of the principle dwelling and the garage will be at a minimum composition shingle or an approved alternate such as standing seam metal roof. The roof of an accessory building must be composition shingle or metal. All openings on the garage and accessory building that face the street must be equipped with doors. Accessory buildings, other than garages, must be built only after the construction of the exterior of the principle dwelling is complete. The building materials used for new construction or modification to an existing structure must be noted on plans and subject to approval by the Architectural Review Committee. No structure shall be constructed that exceeds thirty (30) feet in height. The height of the structures shall be measured from the natural grade at the highest elevation beneath the structure to the highest point of the roof at any projection. No detached garage or accessory building shall exceed the height of the single family dwelling. The Architectural Review Committee may grant a waiver of requirement in the event that rigid adherence to this requirement would work undue hardship on the Owner. The Board shall have the authority to set up regulations as to height and material content of any walls and fences enclosing yards or patios. Unless otherwise designated on any plat of the Properties, all Lots shall have the following building lines which shall be measured from the nearest projection of any portion of principal dwellings or other accessory buildings:

- (i) A front setback of not less than seventy five (75) feet in depth from the front Lot line.
- (ii) A rear setback of not less than six (6) feet in depth from the rear Lot line.
- (iii) A minimum side setback of five (5) feet in depth from the side boundary of the Lot.
- (iv) Lots with a side boundary facing on any street shall have a side set back of not less than fifteen (15) feet in depth from the Lot line contiguous with the street right-of-way.

Notwithstanding any other provision hereof, nothing in these covenants shall be interpreted as to prohibit the Owner of contiguous Lots from erecting dwelling units whether attached or detached in disregard of the common side or rear Lot lines of said contiguous Lots so long as the density of use created by such construction shall not exceed the density of use which would be created by the construction of one single family detached dwelling on each such contiguous Lot and provided that such Owner shall not violate front yard setbacks herein nor shall such Owner construct any such dwelling units closer than seven (7) feet to any side Lot line common with any Lot not owned by said Owner.

SECTION 3. DRIVEWAYS. All driveways shall have minimum width of ten (10) feet and must be full length, extending from the house/garage to the street. The driveway material shall be concrete, with the minimum rebar or wire mesh re-enforcement, or hot mix asphalt, with an appropriate layer of base material, a minimum of 2 inches thick, and properly mixed and sealed. Where driveway access enters streets at points where landscaping, boundary structures or other visual barriers are located which may create a traffic hazard, such driveway access shall be installed and maintained so as the provided adequate sight lines from the vehicle onto the street. Culverts installed by track owners

from the main road within Cypress Hill to their driveways are to be properly sized in accordance with Harris County, Texas guidelines and requirements.

SECTION 4. TRAFFIC SIGHT AREAS. No building, structure, wall, fence, garage, carport, accessory building or landscaping shall be maintained on any Lot in such manner as in the opinion of the Board may obstruct traffic sight lines and/or create traffic hazards.

SECTION 5. CLOTHES LINES; TRASH RECEPTACLES. All laundry drying yards shall be screened from view from the streets and neighbors. Trash, garbage and other wastes shall be stored in sanitary containers situated as to be accessible to the service agency responsible for collection of said wastes and such areas screened from view from adjacent properties and from the street.

SECTION 6. NUISANCE AND ANNOYANCE. No obnoxious, offensive or illegal activities shall be carried on any Lot nor shall anything be done on any Lot or in the Properties that shall be or become an unreasonable annoyance or nuisance to Cypress Hill, including but not limited to, loud vehicles and loud music.

SECTION 7. VEHICLES AND PARKING. Each Lot shall contain sufficient parking space for at least one (1) automobile by one of the following means: (a) a garage or carport either attached or detached from the main structure or (b) an exterior parking area. No mobile home, recreational vehicle, trailer of any kind, camper or boat shall be permanently kept, placed, or maintained on any Lot except in a carport, garage or in an outside storage area screened from view from streets. No mobile home, trailer or temporary structure of any nature whatsoever shall be used for occupancy either temporarily or permanently. Temporary placement of recreational vehicles and campers on a Lot for the purpose of loading and unloading is allowed with prior approval of the Board for a period up to a maximum of five (5) days.

SECTION 8. CHIMNEYS; FIREPLACES. All chimneys, flues, vents for fireplaces and open flame heating units shall have U.S. Forestry Service Approved Spark Arresters attached in an approved manner, and shall otherwise be in compliance with any and all governmental laws, rules, codes and ordinances.

SECTION 9. EXTERIOR LIGHTING. All exterior lighting shall be constructed in a functional manner so as to enhance the overall appearance of the Properties. All such exterior lighting shall be installed in such a manner so as not to create a nuisance to occupants of adjacent Lots.

SECTION 10. TEMPORARY BUILDINGS. Except as otherwise provided herein, no mobile home, trailer, tent, garage or other outbuildings, shall be placed or erected temporarily or permanently on any Lot; provided, however, the Board may grant permission for any temporary structure for storage of materials during construction of improvements on such Lot. No such temporary structures as may be approved shall be used at any time as a place of dwelling. Such approved temporary structure shall be removed upon completion of the construction for which permission was granted.

SECTION 11. MAINTENANCE. All buildings, landscaping, fences, drives, parking areas and any other improvements on a Lot shall be maintained in good and sufficient repair and such premises shall be kept painted, windows glazed and property otherwise maintained in an aesthetically pleasing manner as determined by the Board. All Owners of a Lot shall be responsible for keeping their respective Lot(s) free from debris, rubbish or trash of any kind. Landscaping shall be properly maintained by the Owner of a Lot, whether such Lot is occupied or not, in a neat and adequate manner which shall include lawns

mowed, underbrush cleared, hedges trimmed, watering when necessary and removal of weeds from planted areas. No Owner of a Lot shall be permitted to store wrecked or disabled motor vehicles on a Lot or any street nor shall any Lot or street be used for the repair, reconstruction or modification of motor vehicles. Storage of building materials before building plans are approved by the Board is prohibited.

SECTION 12. CONSTRUCTION DEADLINE. After the Board has issued a permit to build and construction of buildings has commenced on a Lot, all improvements constructed thereon must be substantially completed in accordance with the approved plans and specifications within one (1) year from the date such permission was given. If the Owner fails to comply with the above conditions, any approval given shall be deemed revoked unless, on written request of the Owner made to the Board prior to the expiration date of the designated one (1) year period the Board may extend the time for commencement and completion. During construction, all building sites shall be kept clear on a weekly basis, and all trash, rubbish and debris removed from the construction site after any construction is completed. Burning of any and all trash, rubbish and debris must be accomplished in accordance with procedures established by the Board. On completion of construction of improvements, exposed openings shall be back filled and disturbed grounds shall be graded, leveled, paved or landscaped. Ground areas disturbed by grading construction activities shall be replanted or restored at the earliest convenience. Upon completion of construction, notification in writing shall be given to the Board so that it may determine compliance with these covenants and grant a certificate of occupancy without which no building may be occupied. The Board shall have ten (10) days from receipt of such notice in writing within to act.

SECTION 13. ENFORCEMENT OF LOT MAINTENANCE. In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to the annual maintenance charge provided for herein and shall be secured by a lien on the Lot in the same manner as such annual charge. The Association, or their 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 maintenance and other work authorized herein.

SECTION 14. WATER WELLS. No private water well and/or water distribution system may be constructed or installed on a Lot without the prior written approval from the Board. If a Lot also contains a connection to any water supply system serving Cypress Hill, the design and operation of any private system on such Lot must prevent any possible back flow of water from the private system to the system serving Cypress Hill.

SECTION 15. SIGNS. No sign shall be installed on a Lot without the prior written approval of the Board as to the proposed content, location, size and colors thereof. The Board may issue variances as to the above on such conditions and for such time periods as it may deem necessary. Owners may place ground mounted signs on their Lot, which advertise a political candidate or ballot item for an election ("Political Signs"), provided the following criteria are met:

- (1) No Political Sign may be placed on an Owner's Lot prior to the ninetieth (90th) day before the date of the election to which the sign relates, or remain on an Owner's Lot subsequent to the tenth (10th) day after the election date.
- (2) No more than one (1) Political Sign is allowed per political candidate or ballot item.
- (3) No Political Sign may: contain roofing material, siding, paving, materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component; be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object; include the painting of architectural surfaces; threaten the public health or safety; be larger than four feet by six feet; violate a law; contain language, graphics, or any display that would be offensive to the ordinary person; or be accompanied by music, other sounds, by streamers or is otherwise distracting to motorists.

SECTION 16. FENCING. Perimeter fences are limited to a maximum height of 5 feet and the top line must be either level, straight between the corner posts and or level to the general ground contour. All perimeter fences must also meet one of the following standards:

- (i) Chain link fencing will have a plain top-rail design and maximum post spacing of 10 feet;
- (ii) Welded wire mesh fencing will have a maximum post spacing of 8 feet, with a minimum post size of 4 inches. All corners must be diagonally braced and the tension on the mesh fabric must be sufficient to prevent sagging. All posts must be either painted or "pressure-treated"; or
- (iii) Wood rail fencing will have a maximum post spacing of 10 feet and a minimum of 2 horizontal rails with the minimum post size of 4 inches. The maximum horizontal rail size will be a standard 1 x 4 board, but a thicker standard 1 x 4 board may be used. All posts and rails must be either painted or "pressure treated".

Welded pipe fencing will have a maximum post spacing of 10 feet and a minimum of 3 horizontal rails with the minimum post diameter of 2 inches. The minimum rail diameter must be at least 1.5 inches. All posts and rails must be painted. All privacy fences must be approved the Architectural Review Committee and must be compatible with the "open" nature of Cypress Hill.

SECTION 17. RAIN BARRELS AND RAIN HARVESTING SYSTEMS. Section 202.007 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing rain barrels or a rain harvesting system on the property Owner's Lot. However, Section 202.007 of the Texas Property Code further provides that a property owners' association is not required to permit a rain barrel or rainwater harvesting system to be installed on a Lot in particular circumstances or restricted from regulating rain barrels and rain harvesting devices in specified manners. The following provisions shall be applicable to rain barrels and rain harvesting systems in the Properties:

- (a) Architectural Review Committee Approval. In order to confirm the proposed rain barrel or rain harvesting device is in compliance with these Architectural Guidelines, Owners are encouraged to apply to the Architectural Review Committee for prior approval. The Association may

require an Owner to remove a rain barrel or rain harvesting device that does not comply with requirements of these Architectural Guidelines.

- (b) Location. A rain barrel or rain harvesting system is not permitted on a Lot between the front of the dwelling on the Lot and an adjacent street.
- (c) Color and Display. A rain barrel or rain harvesting system is not permitted:
  - (i) unless the color of the rain barrel or rain harvesting system is consistent with the color scheme of the dwelling on the Owner's Lot; or
  - (ii) if the rain barrel or rain harvesting system displays any language or other content that is not typically displayed by the rain barrel or rain harvesting system as it is manufactured.
- (d) Regulations if Visible. If a rain barrel or rain harvesting system is located on the side of the dwelling on the Lot or at any other location on the Lot that is visible from a street, another Lot, or a common area, the rain barrel or rain harvesting system must comply with the following regulations:
  - (i) Rain Barrel:
    - (1) Size: A maximum height of forty-two (42) inches and a maximum capacity of fifty (50) gallons.
    - (2) Type: A rain barrel that has the appearance of an authentic barrel and is either entirely round or has a flat back to fit flush against a wall. A rain barrel must have a manufactured top or cap to prevent or deter the breeding of mosquitoes.
    - (3) Materials: Wood, metal, polyethylene or plastic resin designed to look like an authentic barrel in brown or other earthtone color.
    - (4) Screening: The rain barrel must be screened with evergreen landscaping to minimize its visibility from a street, another Lot, and common area, unless otherwise approved in writing by the Architectural Review Committee.
    - (5) Downspout: The downspout which provides water to the rain barrel must be the same color and material as the gutters on the dwelling. Further, the downspout must be vertical and attached to the wall against which the rain barrel is located.
  - (ii) Rain Harvesting System: A rain harvesting system must collect and store the water underground. The portion of a rain harvesting system that is above-ground must appear to be a landscape or water feature. The above-ground portion of the rain harvesting system shall not extend above the surface of the ground by more than thirty-six (36) inches. The above-ground portion of the rain

harvesting system must be screened with evergreen landscaping to minimize visibility from a street, another Lot, and common area, unless otherwise approved in writing by the Architectural Review Committee.

Provided that, the regulations in this Section 17 shall be applicable only to the extent that they do not prohibit the economic installation of the rain barrel or rain harvesting system on the Lot and there is a reasonably sufficient area on the Lot in which to install the rain barrel or rain harvesting system.

SECTION 18. SOLAR ENERGY DEVICES. Section 202.010 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing a solar energy device except as otherwise provided therein. As used in Section 202.010 of the Texas Property Code, "solar energy device" has the meaning assigned by Section 171.107 of the Tax Code, which defines the term as "a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar generated power". The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. The following provisions shall be applicable to solar energy devices in Properties:

- (a) Architectural Review Committee Approval. The installation of a solar energy device requires the prior written approval of the Architectural Review Committee Approval. Provided that, the Architectural Review Committee Approval may not withhold approval if these Guidelines are met or exceeded, unless the Architectural Review Committee Approval determines in writing that placement of the device as proposed constitutes a condition that substantially interferes with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The written approval of the proposed placement of the device by all Owners of property adjoining the Lot in question constitutes prima facie evidence that substantial interference does not exist.
- (b) Location. A solar energy device is not permitted anywhere on a Lot except on the roof of the dwelling or other permitted structure on the Lot or in a fenced yard or patio within the Lot.
- (c) Devices Mounted on a Roof. A solar energy device mounted on the roof of the dwelling or other permitted structure on a Lot:
  - (i) shall not extend higher than or beyond the roofline;
  - (ii) shall conform to the slope of the roof and have a top edge that is parallel to the roofline;
  - (iii) shall have frames, support brackets and/or visible piping or wiring that are silver, bronze or black tone, as commonly available in the marketplace; and
  - (iv) shall be located on the roof as designated by the Architectural Review Committee unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if

located in the area designated by the Architectural Review Committee. For determining estimated annual energy production, the parties shall use a publicly available modeling tool provided by the National Renewable Energy Laboratory.

- (d) Visibility. A solar energy device located in a fenced yard or patio shall not be taller than or extend above the fence enclosing the yard or patio.
- (e) Warranties. A solar energy device shall not be installed on a Lot in a manner that voids material warranties.
- (f) Limitations. A solar energy device is not permitted on a Lot if, as adjudicated by a court, it threatens the public health or safety or violates a law.

SECTION 19. STORM AND ENERGY EFFICIENT SHINGLES. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits or restricts a property Owner from installing shingles that are designed to:

- be wind and hail resistant; provide heating and cooling efficiencies greater than those provided by customary composition shingles; or provide solar generation capabilities; and
  - when installed: resemble the shingles used or otherwise authorized for use on Lot in the Subdivision; are more durable than and are of equal or superior quality to the shingles described below; and match the aesthetics of the property surrounding the Owner's Lot.
- (a) Architectural Review Committee Approval. In order to confirm the proposed shingles conform to the foregoing Guidelines, Owners are encouraged to apply to the Architectural Review Committee for prior approval. The Association may require an Owner to remove shingles that do not comply with these Guidelines.
  - (b) Appearance. When installed, storm and energy efficient shingles must resemble, be more durable than, and be of equal or superior quality to the types of shingles otherwise required or authorized for use in Properties as set forth above. In addition, the storm or energy efficient shingles must match the aesthetics of the Lots surrounding the Lot in question.

SECTION 20. FLAGS. Section 202.011 of the Texas Property Code provides that a property owners' association may not enforce a provision in a dedicatory instrument that prohibits, restricts, or has the effect of prohibiting or restricting a flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States armed forces, except as otherwise provided therein.

- (a) The following provisions shall be applicable to flagpoles and the three (3) types of flags listed in Section 202.011 of the Texas Property Code:
  - (i) Architectural Review Committee Approval. Above-ground flagpoles, flagpole stands and/or footings and illumination proposed to be placed in front of the front building setback line

for a Lot or outside of any other recorded setbacks must be approved by the Architectural Review Committee. In order to confirm a proposed flagpole conforms to the following standards, Owners are encouraged to apply to the Architectural Review Committee for prior approval for all other flagpoles (freestanding or attached). The Association may require an Owner to remove flagpoles, flagpole footings, or flags that do not comply with these Guidelines.

- (ii) Flag of the United States. The flag of the United States must be displayed in Architectural Review Committee in accordance with applicable provisions of 4 U.S.C. Sections 5-10, which address, among other things, the time and occasions for display, the position and manner of display, and respect for the flag.
  - (iii) Flag of the State of Texas. The flag of the State of Texas must be displayed in accordance with applicable provisions of Chapter 3100 of the Texas Government Code, which address, among other things, the orientation of the flag on a flagpole or flagstaff, the display of the flag with the flag of the United States, and the display of the flag outdoors.
- (b) Flagpoles.
- (i) Not more than one (1) freestanding flagpole or flagpole attached to the dwelling or garage (on a permanent or temporary basis) is permitted on a Lot.
  - (ii) A freestanding flagpole shall not exceed twenty (20) feet in height, measured from the ground to the highest point of the flagpole.
  - (iii) A flagpole attached to the dwelling or garage shall not exceed six (6) feet in length.
  - (iv) A flagpole, whether freestanding or attached to the dwelling or garage, must be constructed of permanent, long-lasting materials with a finish appropriate to materials used in the construction of the flagpole and harmonious with the dwelling on the Lot on which it is located.
  - (v) A flagpole shall not be located in an easement or encroach into an easement.
  - (vi) Without the prior approval of the Architectural Review Committee, a freestanding flagpole shall not be located more than ten feet (10') in front of the residence on a Lot as set forth in the Protective Covenants.
  - (vii) A flagpole must be maintained in good condition; a deteriorated or structurally unsafe flagpole must be repaired, replaced or removed.
  - (viii) An Owner is prohibited from locating a flagpole on property owned or maintained by the Association.
  - (ix) A freestanding flagpole must be installed in accordance with the manufacturer's guidelines and specifications.

- (x) If the footing and/or stand for a freestanding flagpole extends above the surface of the ground, the Architectural Review Committee may require the installation of landscaping to screen the stand and/or footing from view.
  - (xi) A flagpole may not be attached to a tree.
- (c) Flags.
- (i) Only the three (3) types of flags addressed in this Section shall be displayed on a freestanding flagpole. Other types of flags may be displayed on a wall-mounted flagpole as otherwise provided in architectural guidelines adopted by the Association or as otherwise permitted by the Association.
  - (ii) Not more than two (2) of the permitted types of flags shall be displayed on a flagpole at any given time.
  - (iii) The maximum dimensions of a displayed flag on a freestanding flagpole that is less than fifteen (15) feet in height or on a flagpole attached to the dwelling or garage shall be three (3) feet by five (5) feet.
  - (iv) The maximum dimensions of a displayed flag on a freestanding flagpole that is fifteen (15) feet in height or greater is four (4) feet by six (6) feet.
  - (v) A displayed flag must be maintained in good condition; a deteriorated flag must be replaced or removed.
  - (vi) A flag must be displayed on a flagpole. A flag shall not be attached to the wall of the dwelling or other structure on a Lot or a tree, or be displayed in a window of the dwelling or other structure on a Lot.
- (d) Illumination. Illumination of a flag is permitted but the lighting must be in-ground and have a maximum of 150 watts, unless otherwise approved by the Architectural Review Committee. High intensity lighting such as mercury vapor, high pressure sodium, or metal halide is not permitted. The lighting is required to be compatible with exterior lighting within the subdivision and appropriate for a residential neighborhood. Lighting used to illuminate a flag shall be positioned in a manner so that the lighting is not directed toward an adjacent Lot or a street adjacent to the Lot and does not otherwise unreasonably affect an adjacent Lot.
- (e) Noise. An external halyard on a flagpole is required to be securely affixed to the flagpole so that it is not moved by the wind and thereby permitted to clang against the flagpole.

SECTION 21. RELIGIOUS ITEMS. Section 202.018 of the Texas Property Code provides that a property owners' association may not enforce or adopt a restrictive covenant that prohibits an Owner or resident from displaying or affixing on the entry to the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief, except as otherwise provided therein. Section 202.001(4) of the Texas Property Code defines "restrictive covenant" to mean any covenant,

condition, or restriction contained in a dedicatory instrument. The following provisions shall be applicable to the display of religious items in Property:

- (a) Architectural Review Committee Approval. Any alteration to the entry door or door frame must first be approved by the Architectural Review Committee.
- (b) Location. Except as otherwise provided in this Section, a religious item is not permitted anywhere on a Lot except on the entry door or door frame of the dwelling. A religious item shall not extend past the outer edge of the door frame.
- (c) Size. The religious item(s), individually or in combination with each other religious item displayed or affixed on the entry door or door frame, shall not have a total size of greater than twenty-five (25) square inches.
- (d) Content. A religious item shall not contain language, graphics, or any display that is patently offensive to persons of ordinary sensibilities.
- (f) Limitation. A religious item shall not be displayed or affixed on an entry door or door frame if it threatens the public health or safety or violates a law.
- (g) Color of Entry Door and Door Frame. An Owner or resident is not permitted to use a color for an entry door or door frame of the Owner's or resident's dwelling or change the color of an entry door or door frame that is not authorized by the Board.
- (h) Other. Notwithstanding the above provisions: (i) the Architectural Review Committee shall have the authority to allow a religious statue, such as by way of example and not in limitation, a statue of St. Francis of Assisi or other religious item in a landscape bed or other portion of a Lot, and (ii) these Guidelines shall not prohibit or apply to temporary seasonal decorations, in good taste related to religious holidays.

## ARTICLE VIII EASEMENTS

SECTION 1. GENERAL. Easements for the installation and maintenance of utilities are reserved as indicated on the plat of the Properties, if any, or other instruments recorded in the Official Public Records of Real Property of Harris County, Texas, and no structure, planting or other materials except as specifically approved by the Board shall be constructed or maintained within any such easements; nor may anything be done which may alter in any way the direction or flow of water through the natural drainage channels within the easements. Provided, however, that this shall not prevent the changing of any such channels within the easements which, in the opinion of the Board, shall be an upgrading of the same.

SECTION 2. EASEMENTS FOR ASSOCIATION. There is hereby granted a general right and easement to the Association, its directors, officers, agents, and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or tenant of the residence directly affected thereby.

ARTICLE IX  
GENERAL PROVISIONS

SECTION 1. TERM. The provisions of these Protective Covenants, as they may be amended in accordance with the provisions hereof, shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date these Protective Covenants is recorded, after which time said provisions shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of two-thirds of the Lots covered by these Protective Covenants has been recorded, agreeing to terminate these Protective Covenants.

SECTION 2. ENFORCEMENT. Each Owner shall comply strictly with the covenants, conditions, and restrictions set forth in these Protective Covenants, as may be amended from time to time, and with the Rules adopted by the Board. If the Owner of a Lot fails to comply with the terms of these Protective Covenants after written notice from the Board of such violation as required by Section 209.006 of the Texas Property Code, the Board may impose a fine of \$100 per day against such Owner until such violation is cured in full; provided, however, if such Owner commits the same violation within any 6-month period, the Board may impose such fine from the date of such violation until cured in full without the requirement of sending notice to the Owner or allowing Owner a period of time to cure the violation. Any fines shall be collected as provided herein for the collection of assessments. Failure to comply with these Protective Covenants or the Rules adopted by the Board shall be grounds for an action to recover sums due for damages, injunctive relief, or any other remedy available at law or in equity, maintainable by the Board on behalf of the Association, or by any Owner of a portion of the Properties. Failure of the Board or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates these Protective Covenants, its rules and regulations. Except in the case of emergency situations, and as otherwise specified herein, the Association shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

SECTION 3. AMENDMENT. These Protective Covenants may be amended at any time by an instrument executed or approved by a majority of the Members of the Association in accordance with Article II, Section 4 of these Protective Covenants. Any such amendment shall become effective when it is filed for record in the Official Public Records of Real Property of Harris County, Texas

SECTION 4. SEVERABILITY. Invalidation of any one of these covenants by judgment or other court order shall in no wise affect any other provisions, which shall remain in full force and effect except as to any terms and provisions which are invalidated.

SECTION 5. GENDER AND GRAMMER. The singular wherever used herein shall be construed to mean or include the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations (or other entities) or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

SECTION 6. TITLES. The titles of these Protective Covenants of Articles and Sections contained herein are included for convenience only and shall not be used to construe, interpret, or limit the meaning of any term or provision contained in these Protective Covenants.

SECTION 7. MERGER; DISSOLUTION. The Association may be merged with another non-profit corporation or dissolved only with the assent of a majority of the votes of the Members who are present in person or by proxy at a meeting duly called for such purpose. In the event of a merger of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving association, or alternatively, the properties, rights and obligations of the other association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving association shall administer the covenants, conditions and restrictions established by these Protective Covenants, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. In the event of the dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

IN WITNESS WHEREOF, the President of Cypress Hill Homeowners Association, Inc. hereby executes these Protective Covenants evidencing i) the Cypress Hill Homeowners Association, Inc.'s approval of these Protective Covenants, and ii) that the Ballots attached hereto as Exhibit "A" and incorporated herein represent the approval of Owners holding at least sixty-seven percent (67%) of the votes in Cypress Hill Homeowners Association, Inc. who approve these Protective Covenants to be effective upon its filing of record in the Official Public Records of Real Property of Harris County, Texas.

DATED this 6 day of October, 2014.

ATTEST:

**CYPRESS HILL HOMEOWNERS ASSOCIATION, INC.**

10R

By: Linda Maday  
Linda Maday, Secretary

By: [Signature]  
[Signature], President

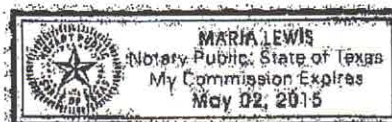
THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned notary public, on this 6 day of Oct, 2014 personally appeared Linda Maday and Jim Burns, President of Cypress Hill Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

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

[signature pages follow]



ER 062 - 02 - 0977

ER 062 - 02 - 1009

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# Pages 55  
10/08/2014 14:01:20 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
STAN STANART  
COUNTY CLERK  
Fees 228.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

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



*Stan Stanart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS