

**The 2nd Amended and Restated Declaration of
Covenants, Conditions and Restrictions for
Cypress Fields Subdivision**

CYPRESS FIELDS CIVIC ASSOCIATION

August 2016

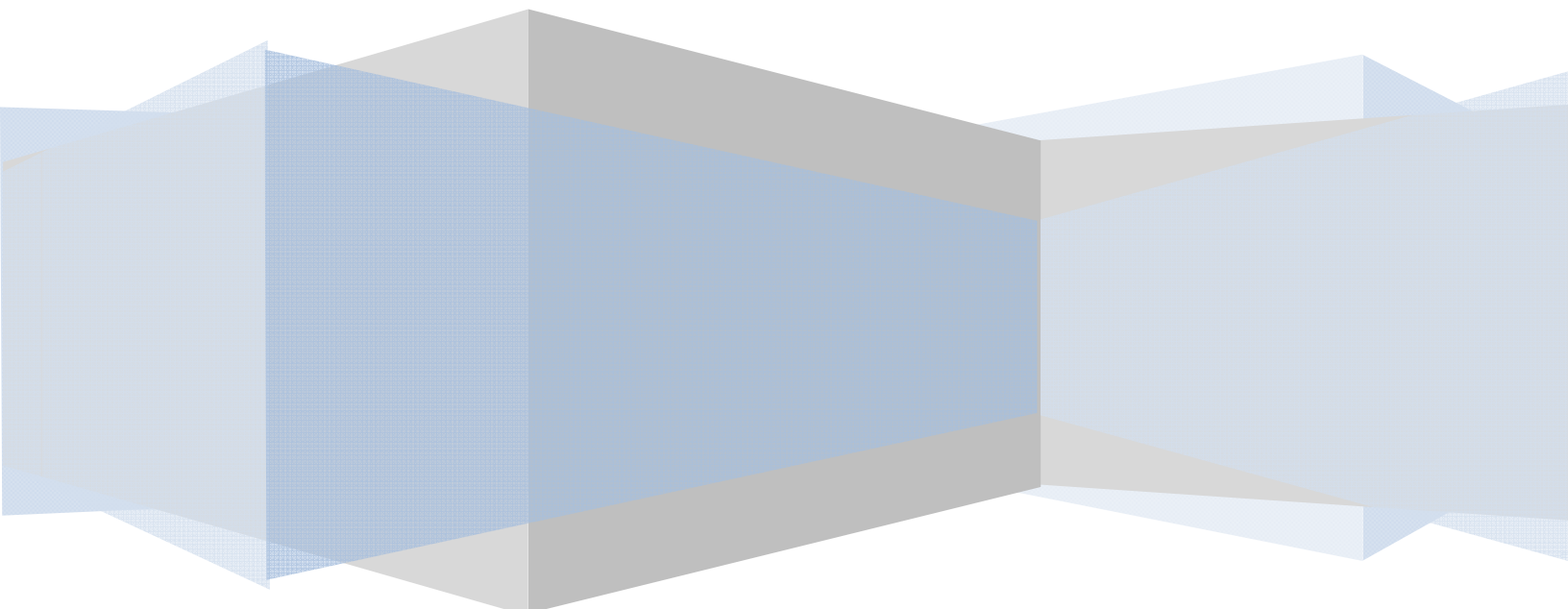


TABLE OF CONTENTS

ARTICLE Section	Topic	Page
	Preamble	1
ARTICLE I	GENERAL PROVISIONS	1
Section 1	Definitions/Terms	2
Section 2	Enforcement	3
2.1	Right to Prosecute	3
2.2	Rights of Mortgagee, Trustee, or The Committee	3
2.3	Severability	3
2.4	Owner's Easement of Enjoyment	3
2.5	Delegation of Use	4
2.6	Duration	4
2.7	Books and Records	4
2.8	Interpretation	4
2.9	Omissions	4
2.10	Notices	4
2.11	Liability of Officers/Board Members/Committee Members	4
2.12	Conflict of Interest	5
2.13	Approval/Consent	5
2.14	Violation of Declaration	5
2.15	Mergers	5
ARTICLE II	RESERVATIONS	6
ARTICLE III	BOARD OF DIRECTORS	6
ARTICLE IV	ARCHITECTURAL CONTROL COMMITTEE	7
ARTICLE V	DEED RESTRICTION COMMITTEE	9
ARTICLE VI	RESTRICTIVE COVENANTS ON RESIDENTIAL LOTS	10
Section 1.	Buildings and Improvements	10
1.1	Culverts and Driveways	10
1.2	Dirt management	10
1.3	Septic Systems and Water Wells	10
1.4	Rainwater Recovery System	10
1.5	Drainage and Water Flow	11
1.6	Ponds	11
1.7	Residential Occupancy	11
1.8	Residential Structures	11
1.9	Additional Structures	12
1.10	Building Additions and Modifications	12
1.11	Portable Toilet Facilities	12
1.12	Exterior Wall Specifications	12
1.13	Roofing Materials	12
1.14	Length of Time to Complete Construction	12
1.15	Storage and Delivery of Building Materials	12
1.16	Fences, Walls, and Arbor	12
1.17	Swimming Pools and Spas	13
1.18	Window-units/Solar Energy Devices	13

ARTICLE Section	Topic	Page
1.19	Standby Generators	14
Section 2.	Maintenance and Appearance	14
2.1	Maintenance of Buildings and Improvements	14
2.2	Lot Maintenance and Appearance	14
2.3	Business Restrictions	15
2.4	Number of Vehicles	15
2.5	Parking of Cars and Other Vehicles	15
2.6	Repairing of Cars and Other Vehicles	15
2.7	Commercial Vehicles/Equipment	15
2.8	Recreational Vehicles/Equipment	15
2.9	Basketball goals/other recreational equipment	16
2.10	Trash Dumping and Burning	16
2.11	Storage of Hydrocarbon Fuels	16
2.12	Signs and Billboards	16
2.13	Displaying of Decorations, Banners, and Flags	16
2.14	Guidelines for Display of Certain Religious Items	18
Section 3.	Animals and Pets	18
3.1	Animal Husbandry	18
3.2	Animal and Pets Nuisance	18
Section 4.	Nuisances	19
4.1	Noise	19
4.2	Fireworks	19
4.3	Exterior Lighting	19
Section 5.	Drilling and Mining	19
Section 6.	Subdivision or Consolidation of Multiple Lots	19
6.1	Subdivision	19
6.2	Consolidation of Multiple Lots	19
ARTICLE VII	COVENANT FOR MAINTENANCE ASSESSMENT	19
Section 1.	Creation of Lien and Personal Obligation of Assessment	19
Section 2.	Purpose of Assessment	20
Section 3.	Maximum Annual Assessment	20
Section 4.	Special Assessments	20
Section 5.	Notice for Any Action Authorized under Article VII	20
Section 6.	Notification and Collection of Annual Assessments	20
Section 7.	Effect on Nonpayment of Assessment	21
Section 8.	Subordination of Lien	21
Section 9.	Judgment of the Association	21
ARTICLE VIII	TRANSITION RULES	21
ARTICLE IX	ADDITIONAL RESERVATIONS FOR RESERVE C	22
EXHIBITS	Exhibit A	23
	Exhibit B	25
	Exhibit C	26
	Exhibit D	27

**CYPRESS FIELDS
THE 2nd AMENDED and RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS)

KNOW ALL MEN THESE PRESENTS

COUNTY OF HARRIS)

PREAMBLE The residential community known as CYPRESS FIELDS, in Harris County, Texas, consisting of a tract of land in the William and M.H. Bundick Survey, Abstract 111, Harris County, Texas, containing 278.4749 acres of land according to the description in Exhibit "A" attached hereto and originally filed in the Public Records of Real Property under Harris County Clerk's file number F674496, records 200-02-2471 executed July 3, 1978, and being governed by CYPRESS FIELDS CIVIC ASSOCIATION, INC., does hereby amend, extend, modify and restate the restrictions, covenants, and conditions for all sections and reserves to bring about uniformity in the regulation of this residential community.

Whereas, the First Amendment of the Declaration of Covenants, Conditions and Restrictions for Cypress Fields Subdivision was recorded under File Code # T066808 of the Official Public Records of Real Property for Harris County, Texas on June 8, 1998.

The Owners in the residential community known as CYPRESS FIELDS, desiring to carry out a uniform plan for the improvement, development, sale, and future Owners, do hereby covenant and agree with each other to adopt the following amended and restated reservations, restrictions, covenants, conditions and easements to apply uniformly to the use, occupancy and conveyance of all Lots in CYPRESS FIELDS, and each contract or deed which has heretofore been, or may hereafter be executed with regard to any of the Lots in CYPRESS FIELDS shall be conclusively held to have been executed, delivered, and accepted subject to the following reservations, restrictions, covenant, conditions, easements, lien, and charges regardless of whether or not reservations, restrictions, covenants and conditions, easements, liens and charges are set out in full in said contract deed.

**ARTICLE 1
GENERAL PROVISIONS**

The purpose of the Association in general is to protect the overall scheme of the development as evidenced by these 2nd Amended Declaration of Covenants, Conditions and Restrictions and to provide for and promote the health, safety, and welfare of the Owners, to collect the annual maintenance fund assessment and other fees or assessments and to administer said funds, to provide maintenance, repair, construction, preservation, upkeep, and protection of the common areas and facilities, if any, in Cypress Fields and such other purposes as stated in these 2nd Amended Declaration of Covenants, Conditions and Restrictions.

The Articles of Incorporation and By-Laws of the Association, along with these 2nd Amended Declaration of Covenants, Conditions and Restrictions establish the existence and authority of the Association. The Articles of Incorporation and the By-Laws shall serve as the documents defining the structure of the Association. The 2nd Amended Declaration of Covenants, Conditions and Restrictions, shall serve as the operational definition of how the Association shall govern itself regarding the

maintenance of the properties, streets, and Common Areas, if any, of Cypress Fields. The order of precedence in the event of conflict between the Articles of Incorporation and the By-Laws and the 2nd Amended Declaration of Covenants, Conditions and Restrictions, is; the 2nd Amended Declaration of Covenants, Conditions and Restrictions shall take precedence over the Articles of Incorporation and the By-Laws, and Articles of Incorporation shall take precedence over the By-Laws. Such documents, as originally drawn, may be duly amended from time to time according to the conditions specified in each document.

Section 1. Definitions/Terms

"Assessment - Annual" shall mean and refer to the annual assessment which is currently seventy-five dollars (\$75.00) per year and is due on December 31 of each year.

"Assessment - Maintenance" shall mean and refer to an assessment for Lot maintenance such as mowing, clearing of trash, debris, etc.

"Assessment - Special" shall mean and refer to an assessment for capital improvements to the neighborhood such as the overlay of roads, acquisition of entryway area and construction of new entrance signs, etc. Special assessments are due as agreed by majority vote of the property owners who are eligible to vote.

"Association" shall mean and refer to CYPRESS FIELDS CIVIC ASSOCIATION, INC., a non-profit corporation organized under the Texas Non-Profit Corporation Act.

"Board" shall mean the Board of Directors of CYPRESS FIELDS CIVIC ASSOCIATION, INC., its successors and assigns as provided for in the By-Laws.

"By-Laws" refers to the By-Laws of Cypress Fields Civic Association, Inc. and all amendments there to recorded in the Official Records of Real Property in Harris County, Texas.

"Cypress Fields" shall mean the residential subdivision CYPRESS FIELDS Sections 1, 2, 3, Reserves A, B, and C and such additions thereto, according to the unrecorded plat for Cypress Fields and the property encompassed by its boundaries. Including unrestricted reserves shown on the unrecorded subdivision plat, and originally filed in the Public records of Real Property under Harris County Clerk's file number F674496, record 200-02-2473 executed July 3, 1978. Reserves A and B are excluded from the single-family residential requirement.

"Common Area" shall mean all real property, if any, together with any improvements thereon owned by the Association for the common use and benefit of the Owners.

The Common Area within the 32.7891 acres of Reserve C is described in detail under the additional restrictions for Reserve C. This area within Reserve C together with any improvements thereon is maintained exclusively by the owners within the 32.7891 acres of Reserve C and is restricted for the common use and benefit of those Owners only.

"Declarations" refers to the 2nd Amended Declaration of Covenants, Conditions, and Restrictions for CYPRESS FIELDS and all amendments thereto including any set forth in the future.

"Lot" shall mean and refer to one of the individual Lots shown on the plat of CYPRESS FIELDS (records 200-02-2471 through 200-03-2473, July 3, 1978), as well as any Lots resulting from re-subdivision or consolidation of Lots, as recorded in the Harris County Real Property records.

"Member" shall mean and refer to each Owner of a Lot. When more than one person owns an interest in any lot, all of the Owners are Members.

"Owner" shall mean and refer to the Owner or Owners of record, of the legal fee simple title to any Lot within the Cypress Fields subdivision. A lienholder or mortgagee, trustee under a Deed of Trust, or owner of any mineral, right-of-way easement or similar interest on the Lot shall not be deemed to be the Owner of record of the legal fee simple title of a portion of the Lot and shall not be a Member of the Association. If any lien holder, mortgagee or other party shall purchase or become the legal title holder of a Lot upon foreclosure of a Lot, then such party shall be a Member of the Association once the party provides evidence of being the Owner of record of the legal fee simple title of the Lot.

"Unrestricted Reserves" shall mean and refer to the unrestricted reserves shown on the unrecorded subdivision plat, the same being more particularly described in Exhibit "B" hereto and originally filed in the Public records of Real Property under Harris County Clerk's file number F674496, record 200-02-2473 executed July 3, 1978. Reserves "A" and "B" are excluded from the single-family residential requirement.

"Vote" Each Lot will have only one Vote. The Owner(s) of each Lot shall have voting rights as set forth in the Declarations, and in all amendments recorded in the property records of Harris County. The Vote for each Lot shall be cast as the Owner(s) thereof among themselves shall determine. No more than one Vote per Lot will be cast under any circumstance.

Each capitalized term used in these Declarations that is not otherwise defined herein shall have the meaning for such capitalized term as defined in the 2nd Amended and Restated By-Laws Cypress Fields which terms are incorporated herein by such reference.

Section 2. Enforcement.

The Association, or any Owner, has the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or in the future imposed by the provisions of these Declarations. Failure by the Association or by the Owner to enforce any covenant, reservation, condition, easements, lien, charge, or restriction herein contained shall in no event be deemed a waiver of the right to do so in the future.

2.1 Right to Prosecute. The Association, its successors or assigns, or any other person, firm or corporation owning a Lot in CYPRESS FIELDS has the right to prosecute any action at law or in equity that it or they deem advisable to enjoin any violation or attempted violation of any restrictions, conditions, easements, reservations, liens and charges now contained herein or as further amended, and to prosecute the same against the person or persons violating or attempting to violate the same. Violation of any restrictions herein shall give the Association, its successors and assigns, the right to enter upon the property after a specified time contained in a written notice to the Owner where the violation exists and summarily abate or remove the same at the expense of the Owner, and such entry, abatement and/or removal shall not be deemed a trespass. Failure by the Association or by any Owner to enforce any covenant, reservation, condition, easement, lien, charge, or restriction herein contained shall in no event be deemed a waiver of the right to do so in the future.

Furthermore, each such Owner who violated these restrictions shall pay all costs incurred by the Association to enforce or correct violations of these restrictions, including but not limited to, pool and yard maintenance and/or repair charges, interest at the current prime rate, court costs and attorney's fees. The cost and fees described above shall be a lien on the Owners Lot and can be foreclosed like an assessment lien in Article VII.

2.2 Rights of Mortgagee, Trustee or the Association. Any violation of any of these restrictions shall not have the effect of impairing or affecting the rights of any mortgagee, trustee, or guarantor under any mortgage or deed of trust, or the assignee of any mortgagee, trustee or guarantor under any such mortgage or deed of trust, at the time the restrictions may be violated.

2.3 Severability. Should any one or more of the restrictions set forth herein be held to be invalid or unenforceable by final judgment of any court possessing appropriate jurisdiction, the same shall in no way affect the remainder of the restrictions contained herein not directly affected by such final judgment, and the remainder of such restrictions shall remain in full force and effect.

2.4 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas, if any, which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

2.4.1 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any.

2.4.2 The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless approved by majority of the Owners, and recorded in the Official Records of Real Property of Harris County, Texas.

2.4.3 The right of the Association to collect and disburse those funds as set in Article VII.

2.5 Delegation of Use. Any Owner may delegate their right to enjoyment of the Common Area and facilities, if any, to the members of his family or tenants, provided such persons reside on the property.

2.6 Duration. The Declaration shall run with the land and be binding upon all subsequent Owners, their heirs and assigns, and all persons or parties claiming under them, for a term of twenty-five (25) years from the date the 2nd Amended Declaration was recorded, at which time they shall be automatically extended for successive periods of ten (10) years. The 2nd Amended Declaration may be amended at a time by an instrument signed by the Owners of at least a majority (51%) of the Lots (one vote per Lot) covered by these Declarations as presently filed or as may be amended in the future. Any amendment must be recorded in the Official Records of Real Property in Harris County, Texas.

2.7 Books and Records. The books, records and papers of the Association shall at all times, by a mutually agreeable appointment time, be subject to inspection by any Member under terms and conditions provided for in Article XI, Section 2, of the 2nd Amended and Restated By-Laws of the Association.

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

2.9 Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any word, clause, sentence, or provision appearing in these Declarations shall be omitted herefrom, it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

2.10 Notices. Any notices required to be sent to any Owner under the provisions of these Declarations shall be deemed to have been properly sent when; 1) hand delivered; 2) emailed; or 3) mailed by, registered or certified mail, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing/delivering. It is the responsibility of the Owner to provide an accurate mailing address to the Secretary of the Association. Even if the recipient fails to sign the return receipt, refuses delivery of certified mail or hand delivering, or fails to pick up certified mail, the notice is considered to be delivered mail when it is deposited with the U.S. Postal Service or left at the Owners last known address by the individual hand delivering the notice.

2.11 Liability of Officers/Board Members/Committee Members. To the extent allowed by law, the Association shall indemnify every Officer, Board Member, Committee Member, or person(s) assigned to any short term or special projects on behalf of the Association against any and all expenses, including attorney's fees, reasonably incurred by, or imposed upon, any Officer, Board Member or Committee Member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an Officer, Board Member, or Committee Member. The Association through the Board, will select and pay any attorney's fees if any Board Member or Committee Member should have a need to respond to a suit brought against him/her as a result of conducting their duties as described herein. If a Board Member or Committee Member desires legal representation other than the attorney selected by the Board, it will be at their expense. The Officers, Board Members and Committee Members shall not be liable for any mistake in judgment, negligent or

otherwise, except for their own individual willful misconduct, gross negligence, or bad faith. The Officers, Board Members and Committee Members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold harmless such Officer, Board Member, and Committee Member, or Committee, from any and all liability on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights which any Officer, Board Member or Committee Member, or former officer or committee member may be entitled to. The Association may, as a common expense, maintain general liability insurance and Officers', Directors' and Committee Members' liability insurance to fund this obligation.

The Association, to the extent available, shall obtain and continue in effect in its own name the insurance stated above so long as such amounts or type of insurance coverage are not, in the good faith judgment of the Board, prohibitively expensive or no longer necessary or appropriate for the protection of the Properties, the Association and the Members. Liability insurance and/or indemnity or other bonds shall be obtained and maintained where the Board shall deem them necessary or beneficial to carry out the Association functions.

2.12 Conflict of Interest. When acting as an Officer, member of the Board, or as a member of any Committee, each person shall place the interests of the Association and its Members before their individual interest, or the interests of any other group or association of persons. In the event any Officer, Board Member or Committee Member has any individual interest which may be in conflict with the interest of the Association, he shall immediately make such fact known to the Board, and he shall be disqualified from participating in discussions or actions with respect to such matters. In the event that any Officer, Board Member, or Committee Member is in a position that his individual interests are and shall continue to conflict with the Association over an extended period of time and in such a manner as to directly or indirectly affect a substantial amount of business, such member may be disqualified from acting and may be removed from their position by the vote of a majority of the Board.

2.13 Approval/Consent. In the event the approval or consent of the Members, Board, Architectural Control Committee, or Deed Restriction Committee is required under these Declarations, such approval or consent must be obtained in writing to be effective unless expressly provided to the contrary herein.

2.14 Violation of Declaration. Enforcement of these Declarations shall be by proceedings at law or in equity against any person or persons violating or attempting to violate these Declarations, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or to obtain any other relief authorized by law. Attorney's fees, court costs, fines, and interest at the maximum lawful rate and other costs incurred by such enforcement shall be the personal obligation of the Owner violating or attempting to violate this Declaration and will be like a lien on the property that can be collected like the Assessment fee as described in Article VII. Such enforcement may be by the Association or by any Owner. The failure of the Association, any Owner or any person entitled to enforce these Declarations, shall in no event be deemed a waiver of the right to enforce these Declarations by the Association, such Owner or other persons in the future.

2.15 Mergers. Upon a merger or consolidation by the Association with another such association, the assets, rights, and obligations of the other such association may be added to the assets, rights and obligation of the Association as a surviving corporation pursuant to a merger and alternately, the Association's properties and assets, rights and obligations may be transferred to another surviving or consolidated association. The surviving or consolidated association shall then administer these Declarations to govern the combined properties. No such merger or consolidation shall effect any revocation, amendment, or addition to these Declarations.

**ARTICLE II
RESERVATIONS**

Section 1. Cypress Fields Plat and Associated Reservations.

In authenticating the plat of Cypress Fields for record, and in dedicating the streets, parks, walks, and easements to the use of the present and future Owners of said Lots and to the public, there shall be and are hereby reserved in the Association, its successors and assigns, the following rights, title and easements, which reservations shall be considered a part of the land and construed as being adopted in each and every contract, deed, or other conveyance executed or to be executed by or on behalf of the Association in the conveyance of said property or any part thereof, to wit:

- 1.1. The streets and easements as shown on the said plat are hereby dedicated to the use of the public.
- 1.2. The necessary utility easements and rights-of-way as shown on the aforesaid plat of Cypress Fields are reserved for the use and benefit of any public utility operating in Harris County, Texas, as well as for the benefit of the Owners in Cypress Fields to allow for the construction, maintenance, and operation of a system or systems of electrical light and power, telephone or telegraph line or lines, gas, water, sewer, cable, and any other utility or service which may be necessary for the proper service of the Lots in Cypress Fields.
- 1.3. Neither the Association nor any utility company using the easements referred to herein, shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees, or flowers or any other property of the Owner situated in the land covered by said easements.
- 1.4. It shall be and is expressly understood and agreed that the title conveyed to any Lot or parcel of land in said Cypress Fields by contract, deed or other conveyance shall not in any event be held or construed to include the title to the utility or appurtenances thereto constructed and owned by a public utility company through, along or upon the herein dedicated public easements, premises, or any part thereof to serve said property or any other portions of Cypress Fields and the right to maintain, repair, sell or lease such lines, utilities or appurtenances to any other party, is hereby expressly reserved to the Association.
- 1.5. The Association expressly reserves unto itself, its successors and assigns: (1) the right to receive all payment from others for the purpose of connecting into the utility system for the purpose of serving property outside of Cypress Fields and (2) the right to grant passage over any access easements running from Cypress Fields to serve other properties in the vicinity.

**ARTICLE III
BOARD OF DIRECTORS**

Section 1. Duties and Powers.

In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the duties and powers of the Board shall include, but shall not be limited to, the following:

- 1.1. The rights of the Association acting through the Board to carry on all legal business functions and exercise all the powers of a corporation, subject only to such limitation as are expressly set forth in these Declarations and the By-Laws, including but not limited to, the right to own, sell, grant, convey, lease, mortgage, or dedicate to any individual entity, or utility, any portion of, or rights pertaining to any Common Areas, roads, or easements in favor of the Association; or to construct, purchase, lease, or contract for any additional property, facility equipment, etc., or to borrow money for the purpose of constructing, improving, maintaining, or repairing said Common Areas or facilities, roads, or easements, and in aid thereof, to mortgage said property.

- 1.2. Cypress Fields Avenue is owned and maintained by Harris County, Texas. The Board has the right (but not the obligation) to work with Harris County to see that all county right-of-ways and public easements within the Subdivision are adequately maintained by the County or other responsible entity or Owner. The Association shall specifically have the right (but not the obligation) to assist in said maintenance in any manner agreeable to the responsible entity or Owner, including but not limited to, performing needed repairs at the Association's expense.
- 1.3. All of the easements, Common Areas, if any, and common facilities, if any, in favor of the Association shall be operated, managed, and maintained in good repair for the benefit and enjoyment of all the Owners and the cost therefrom, including payments on any mortgages on the Common Areas or facilities shall be a common expense to be paid out of the Annual Assessments or any other charges that are assessed by the Board pursuant to the Texas Property Code and Texas Business Organizations Code.
- 1.4. The Board shall have the right to enforce the provisions of these Declarations, by any legal and appropriated means, whether specifically defined in these Declarations, or not, for the benefit and protection of the scheme of the development as evidenced by these Declarations.
- 1.5. The Board shall also have the power to adopt, amend, or repeal such rules and regulations as it deems reasonable (the "Association's Rules") which may include the establishment of a system of fines and penalties. The Association's Rules may not discriminate among Owners, and shall not be inconsistent with these Declarations. A copy of the Association's Rules as they may from time to time be adopted, amended or repealed shall be delivered to each Owner and filed in the Official Public Real Property Records of Harris County, Texas. The Association's Rules shall have the same force and effect as if they were set forth in and were part of these Declarations and shall be binding on the Owners and their successors in interest whether or not actually received thereby. A copy of the Association's Rules, as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner or other interested party upon request. In the event of any conflict between any such Association's Rules and any other provisions of these Declarations, the provision of the Association's Rules are deemed to be superseded by the provisions of these Declarations to the extent of any such conflicts.
- 1.6. The Board shall have the right to adopt procedures for the purpose of billing, and collecting the Assessments, fines, user fees, if any, penalties, charges, and attorney's fees provided for herein, provided that the procedures are not inconsistent with the provisions hereof or the By-Laws.
- 1.7. The Board shall have the right to delegate to Committees, Officers, employees, or agents any of its duties and powers except such powers which are no delegable according to law. No such delegation, however, whether with a professional company, the Architectural Control Committee (ACC), the Deed Restriction Committee (DRC) or otherwise shall operate to relieve the Board of its obligations to perform such delegated duties.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Duties and Appointments.

The Architectural Control Committee (ACC) shall operate under the provisions of these Declarations and shall be responsible for review and approval of all plans for any improvement or action within Cypress Fields. The ACC shall also be responsible for monitoring compliance with the provisions of these Declarations and may take any necessary actions to bring about compliance. The Board shall, if necessary, enforce these Declarations after a report and recommendation by the ACC. The ACC shall be composed of at least three (3) Board appointed members, one of which shall serve as chairman. The Board has the right to appoint and remove members of the ACC at any time. All

requests for review and approval must be submitted to the Chairman of the ACC. A list of ACC members and their contact information will be made available to the Association Members. The ACC may approve/disapprove any plan submitted, or may partially or conditionally approve/disapprove. Reasons for approval/disapproval will be provided to the submitting party. The ACC shall have the full power and authority and the final decision to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements.

Section 2. Submittal and Review of Plans

No building, structure or improvement shall be erected, placed or altered, which includes painting, on any Lot until approved in writing by the ACC. Plans must be submitted to the ACC in writing or in electronic format to be evaluated for approval. All plans must include the distance between the building/structure/improvement to the property lines, building setback lines, utility easements and drainage easements. The submittal will be evaluated by the ACC to ensure conformity with subdivision standards, quality of construction, and harmony of external design and color with existing structures in Cypress Fields. The Owner should contact the ACC if there are any questions regarding submittal requirements. The following is required for improvements and new construction:

New Home Construction

- Owner and builder contact information.
- Plot plan showing location of house, garage, culverts, fencing, driveways, landscaping, septic system (including spray pattern) and any other structures. This drawing should also show any fill dirt or change of elevation as well as drainage improvement.
- Architectural drawing of house including a description of exterior materials and percentages of coverage, paint, brick and roof color and type, square footage
- If any portion of the house lies within the 100 year flood plain, the plot plan should show elevations and a side view drawing showing foundation and method of elevating the house.

Other improvements including but not limited to landscaping, pools (including above ground), fencing, buildings and modifications to buildings

- Plot plan showing location of new structures including existing structures and all property lines.
- New buildings (barns, sheds, carports, patio covers, etc) or modifications to existing buildings require additional drawings showing front and side views with specification of materials and colors.

The ACC must provide approval/disapproval in writing or electronic format within thirty (30) days after submittal. Failure by the ACC to approve / disapprove submittals within thirty (30) days after acknowledgment of the submittal will negate the need for approval. The proof of receipt of the submittal, if required, must be provided by the owner. If construction or any other approved activity has not commenced within one (1) year from date of approval by the ACC, the approval is considered to be expired and the owner must submit another request to the ACC for approval.

If an owner fails to submit plans and specifications for approval, or fails to comply with the plans and specifications that were submitted and approved, the ACC shall retain all powers granted by this provision to ensure compliance before or after a building, structure or other improvement, or any exterior addition to, or alteration of existing structures, has been completed.

No plans will be approved if there are existing violations against the Owner including: architectural, deed restriction, or failure to meet financial obligations to the association, unless the plans are intended to resolve a violation.

Where not otherwise specified herein, the ACC shall have the right to specify reasonable requirements for each building or improvement, which includes but is not limited to, the following: foundation, garage orientation, lighting, mailboxes, building materials, siding and trim, exterior colors, and building design.

Any member of the ACC or officer of the Association has the authority, without being liable for trespass, to inspect any construction, modifications or improvements that are subject to the provisions herein. An ACC violation will be initiated when construction, modifications or improvements, subject to the provisions herein, are begun without ACC approval, or there is deviation from approved plans. After the ACC has notified the Owner of the ACC violation, and the issue remains unresolved, the ACC may present the issue to the Board, after which the issue will be processed as a deed restriction violation, unless a Petition for a Temporary Restraining Order has to be filed.

No member of the ACC, nor their heirs, successors or assigns shall be liable in damages to anyone submitting plans for approval, or to any Owner or lessee of land affected by these Declarations by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or in connection with consenting or failing to consent, approving or failure to approve any matter with respect to which the ACC may have authority under the terms hereof. Every person who submits plans to the ACC for approval agrees, by submission of the plans, and every Owner or lessee of said property agrees, by acquiring title thereto, or a leasehold interest therein, that he will not bring any action or suit against the Association, any member of the ACC, their respective heirs, successors and assigns, to recover any such damages.

ARTICLE V DEED RESTRICTION COMMITTEE

The Deed Restriction Committee (DRC) shall operate under the provisions of, and shall be responsible for monitoring compliance with the Declaration regarding maintenance and use of all properties within Cypress Fields. The Board shall, if necessary, enforce the restrictive covenants after a report and recommendation by the DRC.

The DRC shall be composed of the DRC Chairman (Vice President of Association), and at least 3 members appointed by the Board. The Board shall appoint and remove members of the DRC. A list of DRC members and their contact information will be made available to the Members.

No member of the DRC, nor their heirs, successors or assigns shall be liable for damages to anyone attempting to violate these Declarations or to any Owner or lessee of land affected by these Declarations by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with attempting to bring any property into compliance with the Declaration. Every person and every Owner or lessee of said property agrees, by acquiring title thereto, or a leasehold interest therein, that he will not bring any action or suit against the Association, any member of the DRC, their respective heirs, successors and assigns, to recover any such damages. The DRC may approve or disapprove any offer submitted to bring property into compliance; however the Board can override any decision of the DRC. The DRC shall provide the reason(s) for disapproval in writing. After initial verbal or written contact with the Member associated with a violation of these Declarations, the DRC and Board members have the authority, without being liable for trespass, to inspect any lot or the exterior of any structure within Cypress Fields.

When a violation is identified by the DRC, written contact will be made with the Member who is not in compliance, which initiates an active deed restriction violation. If the violation is not resolved within 30 days, the DRC shall notify the Owner in writing via verified mail, which includes but is not limited to certified mail, registered mail and personal delivery. If the violation is not resolved within 21 days from the post date of the verified mail, the DCR will refer the violation to the Board. After a violation is referred by the DRC, the Board may (but is not obligated to) exercise the options available in accordance with these Declarations, which include referring the matter to the Association's attorney. When compliance has been achieved, a written notice confirming compliance will be mailed by U.S. first class mail to the Owner.

**ARTICLE VI
RESTRICTIVE COVENANTS ON RESIDENTIAL LOTS**

The purpose of "ARTICLE VI. RESTRICTIVE COVENANTS ON RESIDENTIAL LOTS" is to enhance property values by requiring conformity with certain standards of maintenance, quality, and uniformity of visual appearance, and to investigate activities on any property that would alter the tranquility and single family residential nature of Cypress Fields.

Section 1. Buildings and Improvements.

No building or other improvements shall be located nearer to the front, side, or rear lot line than the minimum building setback lines shown on the plat of Cypress Fields, which are as follows:

- No structure of any kind shall be located nearer than ten (10) feet to the rear or side lot line of each Lot within Cypress Fields.
- No building shall be located nearer than fifty (50) feet to the front lot line of each Lot as shown on the plat of Cypress Fields except Lots 53 through 63 inclusive, 67 and 68 of Section 3, and lots in Reserve C. Lots 53 through 63 inclusive, 67 and 68 of Section 3 and lots in Reserve C do not have building set back lines and approved structures.

1.1 Culverts/Driveways. All entries, driveways, sidewalks, circle driveways, etc. which cross drainage easements must be over an approved culvert as indicated in the regulations of Harris County or other governmental agency having jurisdiction. No owner may disturb the drainage or water flow of Cypress Fields by blocking or impeding it in any manner. Furthermore, it is the Owners responsibility to maintain and keep clean the drainage ways and culverts associated with their Lot. Prior to commencement of any vehicular traffic, the Owner of any Lot shall install culverts and driveways according to the regulations of Harris County (excluding private roads). Driving across the road side drainage ditches to access any lot is not allowed. Primary access to Lots within Cypress Fields shall be from Cypress Fields Avenue and any side street within Cypress Fields.

1.2 Dirt Management. Increasing/decreasing the existing grade of any Lot must be approved in writing by the ACC. It is the responsibility of the Owner to acquire the necessary permits and comply with the regulations of Harris County. Up to 25 cubic yards per acre, per year, of dirt or landscape material may be added to a Lot without ACC approval. Any added dirt, soil or other landscaping products must be leveled or distributed on the Lot within thirty (30) days.

1.3 Septic Systems and Water Wells. The Owner of each Lot shall be responsible for the installation and maintenance of any septic system or water well which may be placed upon the Lot in accordance with all governmental regulations. Each Owner shall be responsible for securing necessary governmental permits or approvals in connection with the installation of such improvements.

1.4 Rainwater Recovery System. Rain barrels and rainwater harvesting systems, referred to collectively as Rainwater Recovery Systems ("Systems") may be installed with advance approval of the ACC subject to the following guidelines: All such Systems must be installed on land owned by the property Owner and overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or Common Areas. All Systems must be maintained in good repair. Unused Systems should be drained, and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or Common Area.

Other than gutter and downspouts conventionally attached to a dwelling or appurtenance structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or Common Area. Screening may be accomplished by placement behind a solid fence, a structure or vegetation; or by burying the tanks or barrels; or by placing equipment in an outbuilding approved by the ACC.

A rain barrel may be placed in a location visible from public view from any street or Common Area only if the configuration of the guttering system on the structure precludes screening as described

above with the following restrictions: the barrel must not exceed 55-gallons; and must be installed in close proximity to the structure on a level base with guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.

Inlets, ports, vents, and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks, or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage. Harvested water must be used and not allowed to become stagnant or a threat to health.

1.5 Drainage and Water Flow. It is the responsibility of the Owner to manage the flow of water leaving their property in a manner that it does not disrupt the natural flow of water or cause increased water to stand on the adjoining property. If the condition already exists where a Lot is higher than the adjoining Lot and the natural flow of water goes onto the adjoining Lot, it is the responsibility of the Owner of the Lot with the higher elevation to construct or install, at his expense, appropriate drainage between properties in a manner that the natural flow of water will be to the front street or side street, whichever is closer.

1.6 Ponds. Construction of any ponds must be approved in advance by the ACC. Construction plans for ponds should show the size, materials, depth and location relative to all property lines, easements and other structures. Only small, garden-type ponds may be installed in front of the front building line. Ponds must be maintained to prevent odor and breeding of mosquitoes and other pests.

1.7 Residential Occupancy. No Lot may be used for multi-family residential such as duplex houses, multiple-unit garage apartments or multiple-unit apartments of any kind. Each Lot may contain one primary residence and one secondary residence. The primary and secondary residences cannot be rented to multiple families, for example, rooms cannot be rented in the primary and secondary residences to individuals from different families. The residences (primary and secondary) cannot be occupied by more than one family for each Lot.

1.8 Residential Structures. All residential structures must be constructed of new materials and shall be approved in writing by the ACC prior to its construction.

1.8.1 Primary Residence. Any primary residence placed on any Lot shall have a minimum of sixteen hundred (1,600) square feet of living area for a single story residence, or two thousand (2,000) square feet of living area for a two story residence. The first floor of a two story residence must contain a minimum of twelve hundred (1,200) square feet of living area. Buildings shall not exceed two stories. All primary residences must be constructed to face the street. Primary residences on corner Lots must be constructed to face the street which has the smallest frontage.

1.8.2 Secondary Residence. A secondary residence may be constructed during or after construction of the primary residence and must be have a similar architectural style. The secondary residence may not be located closer to the front property line than any part of the primary residence. The total square footage of the secondary residence may not exceed 80% of the square footage of the ground floor of the primary residence.

1.8.3 Occupancy of Residential Structures. A residential structure may be occupied upon completion of the exterior of the structure provided that basic utilities are connected, and a septic system is operational. Window coverings (blinds, curtains, etc.) must be installed. No sheets, paper, foil or other opaque material may be used to cover windows.

1.8.4 Additions/Temporary Residence Restrictions. No mobile home, modular home, manufactured home, trailer, camper, tent, shack, garage designed for parking of vehicles, or other outbuilding on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

1.9 Additional Structures. All additional structures must be constructed of new materials and shall be approved in writing by the ACC prior to its construction. No building of any kind shall be moved onto any Lot, without the written approval of the ACC. For adjoining Lots (any Lots that share a side property line), all additional structures on a Lot without a primary residence, must be approved in advance by the ACC. The ACC will consider the total number of existing structures on the adjoining Lots when considering approval.

Other than the primary residence, the following structures are allowed:

- One detached garage - must be located at the rear of the primary residence building
- One secondary residence or garage apartment (see 1.8.2 above)
- One garage/workshop/barn that may not exceed the ground floor living area square footage of the primary residence
- Up to three small structures that may not exceed 360 square feet each (including a shed, pool house, animal stalls, car/boat cover, playhouse)

1.10 Building Additions and Modifications. Any additions, modifications, extensions or alterations made to any structure must be approved prior to construction by the ACC.

1.11 Portable Toilet Facilities. Before construction of a primary residence begins portable toilet facilities must be provided at the expense of the Owner.

1.12 Exterior Wall Specifications. The exterior walls of the primary residence shall have a total percentage of at least 51% brick, brick veneer, stone, stone veneer, or stucco, unless otherwise approved in writing by the ACC. All remaining exterior wall surfaces must conform to guidelines established by the ACC. The exterior walls of the secondary residence must be constructed of the same materials as the primary residence with a design approved in advance by the ACC.

1.13 Roofing Materials. All roofs applied to all structures must have prior approval in writing from the ACC. No roofing material other than composition shingles, slate, ceramic tile, metal, or plastic shall be installed on any building without the prior approval of the ACC. All roofing materials and colors must be approved in advance by the ACC. Replacement of an existing roof with the same material type and color does not require approval of the ACC.

1.14 Length of Time to Complete Construction. The exterior of any structure shall be completed within six (6) months from the date of the start of construction.

1.15 Storage and Delivery of Building Materials. No building material of any kind shall be placed or stored upon any Lot more than 30 days prior to commencement of construction. Material shall be placed within the property lines on the Lot where improvements are to be constructed, and shall not be placed on the roads or in the roadway right-of-way. If damage occurs to the roads during delivery or construction to the roads, it is the responsibility of the Owner or builder to repair the damages in a manner that is satisfactory to the Board.

1.16 Fences, Walls, and Arbors. All fences, walls and arbors must be approved in advance by the ACC. Construction of approved perimeter fencing must be completed within 90 days after start of construction. Fences/walls may not be constructed in front of the Primary Residence on lots with a 50' set back line on the original plot of Cypress Fields without prior approval of the ACC. Lots 53 through 63 inclusive, 67 and 68 of Section 3 and lots in Reserve C do not have building set back lines and approved fences are allowed in front of the primary residence. These fences may have a maximum height of sixty (60) inches, and must be uniform and constructed of only one-type of fencing and must not be a solid/privacy type fence.

Fences are allowed in front of the 50' building setback line on Lots without a primary residence, but if a primary residence is later constructed on the Lot, fencing on the front of the Lot with the primary residence must be removed or approved by the ACC.

Fences surrounding the remaining sides and rear perimeters may be constructed of no more than two (2) types of fencing on any one side, and may not exceed eight (8) feet in height. Barbed wire

is not allowed on perimeter fences. Electrical fences along perimeter fences will only be allowed when installed on the inside of an approved fence.

All fences/walls must be constructed of brick, masonry, wood, wrought iron, chain link, wire mesh or smooth wire with metal or wooden posts. These materials and any others must be approved by the ACC. All fences must be constructed with new building materials and shall be maintained in a safe, neat and attractive manner.

Any hedges, plants, trees located between the public road in front of any Lot and the primary residence must be maintained in a manner that does not block the view of the primary residence. Solid hedges must be maintained at a height of no more than forty-eight (48) inches if located between the primary residence and front of the Lot unless they are planted in a bed adjoining the front of the primary residence. Any raised landscaping, borders, or flower beds may not exceed twenty-four (24) inches from road elevation when viewed from the public road in front of a Lot. Drainage must be provided if any raised landscaping disrupts the natural flow of water or causes water to run off a Lot onto adjoining Lots.

1.17 Swimming Pools and Spas. Swimming pools, spas, jacuzzis and hot tubs (collectively "Pools") shall not encroach on any utility easement, drainage easement or building line shown on the plat of Cypress Fields. All Pools on any Lot in Cypress Fields must be enclosed by a protective safety fence that is at least four feet high with a latched gate that cannot be opened by a child, or protected by a cover over the entire Pool that cannot be removed by a child. Pools must be maintained to prevent odor and breeding of mosquitoes and other pests.

1.18 Window-Units/Solar Energy Devices. Installation of a window or wall type air conditioning unit, or solar energy system or unit, etc., must be approved in writing by the ACC prior to being installed. A Solar Energy Device ("Device") means a system or series of mechanisms designed primarily to provide heating and cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

Such Devices may be installed with advance approval of the ACC subject to these guidelines. Any such Device must be installed on land or structures owned by the property Owner. No portion of the Device may encroach on adjacent properties or Common Areas. Such Devices may only be installed in the following locations: on the roof of the primary residential dwelling; or on the roof of any other approved structure; or within a fenced yard or patio.

For Devices mounted on a roof, the Device must:

- have no portion of the Device higher than the roof section to which it is attached; and
- have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
- conform to the slope of the roof; and
- be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
- have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze, or black tone commonly available in the marketplace; and
- be located in a position on the roof which is least visible from any street or Common Area, which does not reduce estimated energy production more than 10%, as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.

For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks the view of the Device, the ACC may require the Device to be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or Common Area.

All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law. Installed Devices may not threaten public health or safety; or violate any law; or substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property Owner of ordinary sensibilities.

All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or Common Area.

1.19 Standby Electric Generators. All electric generators must be installed and maintained in compliance with:

- The manufacturer's specifications;
- All electrical, plumbing and fuel line connections must be installed by licensed contractors;
- All electrical connections must be installed in accordance with applicable governmental health, safety, electrical and building codes;
- All natural gas, biodiesel fuel, or hydrogen fuel lines must be installed in accordance with applicable governmental health, safety, electrical and building codes;
- The electric generator and fuel lines must be maintained in good condition;
- The electric generator must be screened if it is: visible from the street faced by the dwelling, located in an unfenced side yard or rear yard and is visible from an adjoining residence or from adjoining property owned by the Association; located in a side yard or rear yard that is fenced by a wrought iron or aluminum fence and is visible through the fence by an adjoining residence or from adjoining property owned by the Association;
- The testing of the generator can be done if it is consistent with the manufacturer's recommendations and it is done during reasonable times.
- The generator can only be used to generate all or substantially all of the electrical power to the residence, if the power is not available or it is intermittent, but not if it is for nonpayment;
- The generator must be located behind the front of the primary residence;
- A generator cannot be put on property owned by the Association or owned in common by the Members.

The Owner shall submit an application for approval of improvements, which includes a generator that is located outside the exterior of the residence.

Section 2. Maintenance and Appearance

2.1 Maintenance of Buildings and Improvements. Each Owner of a Lot in Cypress Fields shall maintain all buildings and improvements so that they are safe, neat and attractive and well maintained. Exterior maintenance shall include, but not be limited to, painting and repairs of brick, wood, roof, windows (including window treatments visible from the street), siding, shutters, gutters, garage doors, walkways, and driveways so as to preserve a neat, safe, attractive, and well-maintained appearance. The exterior surfaces of buildings and improvements shall not be painted, repainted with a different color, or covered with siding without prior written approval of the paint color or siding color from the ACC.

2.2 Lot Maintenance and Appearance. Each Lot in Cypress Fields must be maintained in a safe, neat and attractive condition at the Owner's expense. Grass, living ground cover, shrubs and flower beds shall be mowed, trimmed, edged, and weeded on a regular basis so as to maintain a neat, well maintained appearance. It is the Lot Owner's responsibility to mow and maintain ditches and easements in front, behind, or on the side of the Lot. Any landscape plans which include non-living ground cover must be approved by the ACC prior to installation.

Maintenance of trees, shrubs and plants extending across the property line are the responsibility of the Owner, and if not properly trimmed, may be cut and trimmed by the Owner who is being encroached upon.

Failure to comply with these maintenance requirements will result in a deed restriction violation as described in Article V. In the event such Owner shall fail to mow a vacant lot, within fifteen (15) days after receipt of written notice from the DRC, the DRC shall have the right and power (but not the obligation) to have the Lot mowed at the Owner's expense and the costs incurred by the DRC will be added to the owners account, and if it is not paid within thirty (30) days, it will be a lien on their property that can be collected in the same manner as the Assessment Lien in Article VII.

2.3 Business Restrictions. Any business, commercial or professional activity on any Lot or in any structure thereon which disturbs the exclusively residential character and tranquility of Cypress Fields shall be prohibited. An Owner may use their home for professional use as long as such use does not supersede the primary use of the home as a residence or conflict with the single family residential nature of Cypress Fields. Employees of a business located in a residence may not report to the residence. The professional use may not disrupt or create any nuisance to the neighborhood.

The type of business activities that are prohibited include, but are not limited to; activities that create extra noise, visible storing of supplies or equipment, increased pedestrian or vehicular traffic, increased number of vehicles being parked, increased pick-up or delivery activity, signs, advertising, emissions of dust, smoke, gasses, chemicals including pesticides, odors, or lights.

Vegetables or other produce may be grown for personal consumption only. Produce that is sold to anyone for resale, i.e. wholesale, is considered to be commercial purposes and is prohibited. Small quantity sales or bartering with neighbors is acceptable. The Association has the authority to interpret and enforce the provisions concerning business restrictions.

2.4 Number of Vehicles. For any vehicles parked in view from a public road or adjoining Lot, each Lot is allowed one vehicle per licensed driver, and one extra vehicle.

2.5 Parking of Cars and Other Vehicles. Residents' cars and other vehicles shall be parked in the garage, on the concrete/asphalt portion of the driveway if one is available, or on the grass between the culvert and the primary residence where a driveway would be constructed. A resident is not allowed to park vehicles in other portions of the Lot including the front yard between the primary residence and the public road. For safety reasons, no vehicle may be parked on any portion of Cypress Fields Avenue at any time. No boat trailers, boats, travel trailers, automobiles, motor homes, campers or vehicles of any kind shall be stored or allowed to remain on other public roads or rights-of-way in Cypress Fields for more than eight hours at a time. Vehicles openly stored on any property must be fully operable, have a current registration sticker, and be registered to the Owner or occupant of the Lot. If these conditions are not met, the vehicle is subject to being towed at owner's expense.

2.6 Repairing of Cars and Other Vehicles. Only minor repairs or maintenance of cars and other vehicles are allowed to be done in view from public roads or adjoining properties. Only repairs of an emergency nature are allowed on the street in front of residence. Storing of dismantled vehicle or equipment parts where they can be viewed from the public roads or areas visible from adjoining properties is not allowed. Restoration of vehicles or equipment for a hobby must be done within a garage/workshop area. No engine or body parts of vehicles or any other motorized equipment, recreational vehicles, motorcycles, lawn mowers etc. may be visible from a public road or adjoining property.

2.7 Commercial Vehicles/Equipment. No commercial vehicles over one ton and D.O.T. registered will be allowed to be parked or stored on any property or roadway. No commercial equipment of any type is allowed to be parked or stored on any property or roadway in Cypress Fields.

2.8 Recreational Vehicles/Equipment. Recreational vehicles and/or equipment visible from any public street or adjacent property must be kept in a neat, clean, good physical and operating condition. The storage/parking area needs to be maintained, free of debris, overgrown grass and weeds. No plastic tarps allowed.

Of the items listed below, no more than two may be kept in view from the public road or adjoining property.

- One motor home or one travel trailer or one pop-up camper
- One boat with trailer or one trailer holding jet skis
- One horse or stock trailer
- One utility trailer under twenty-four (24) feet in length

2.9 Basketball Goals/Other Recreational Equipment. Basketball goals and other type of recreational equipment may not be placed on any public street or drainage easement within Cypress Fields. Basketball goals may be placed on the driveway in front of the residence, at least thirty (30) feet from the street in front of the residence. Swing sets and other playground equipment shall not be kept or stored in the front yard of any Lot.

2.10 Trash Dumping and Burning. No Owner or occupant of a Lot shall allow trash, garbage, rubbish, refuse, yard waste or other waste materials to accumulate on or about their Lot, or on any road or road way easement adjacent to or abutting their Lot. Trash, garbage, refuse, yard waste or other waste materials shall not be kept on a Lot except in sanitary containers with covers or lids, which containers shall at all times be kept in a clean and sanitary condition. Every Owner or occupant of a Lot shall provide for the periodic removal from their Lot of all trash, garbage, refuse, yard waste or other waste materials, in a timely manner, not to exceed two weeks. Outside burning of household trash is not allowed. No hazardous materials or wastes may be stored on any Lot. Removal is the obligation of the Owner of the Lot at their expense.

2.11 Storage of Hydrocarbon Fuels. Storage of any hydrocarbon fuel, such as gasoline or diesel is limited to no more than fifty-five (55) gallons accumulative in containers on any Lot in Cypress Fields with the exception that one approved tank for household fuels such as propane is allowed and may not be larger than two hundred and fifty (250) gallon capacity. It is the responsibility of the Owner to maintain fuel tanks in a neat, safe manner and Owner agrees to follow any regulations associated with the fuel being stored.

2.12 Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be permitted or maintained on any Lot other than the following:

- A real estate-type "For Sale" sign of not more than six square feet of sign space will be allowed on each Lot.
- Garage/estate/yard sale signs shall be limited to a maximum of six square feet and shall not be displayed earlier than one week prior to the scheduled date(s) and shall be removed upon closing on the last day of the sale.
- Small warning signs such as "No Soliciting", "Beware of Dog", are allowed.
- Political signs shall not exceed six square feet, can be displayed during the period of time beginning ninety (90) days before an election to which the signs relate and continuing the ten days after the election is held.
- A builder's company sign may be placed on a Lot. The sign may not be any larger than six square feet in size. The sign may be placed on the Lot no earlier than four weeks prior to construction and must be removed no later than one week after occupancy. Subcontractors on new home construction, such as pool contractors, electricians, plumbers, roofers, etc., may not erect signs during construction. Signage for contractors performing any home improvement projects must be removed within one week of completion.

2.13 Displaying of Decorations, Banners and Flags. Any decorations of any kind, banners and flags may not be offensive to the neighborhood and must be kept in a neat and attractive manner. Any banners or flags that are displayed must not be allowed to become faded and worn. Seasonal decorations must be removed within thirty (30) days of the holiday.

The display of (1) the flag of United States; (2) the flag of State of Texas, and (3) the official flag of any branch of the United States armed forces ("Permitted Flags") may be displayed subject to these guidelines:

- Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state, or military code. The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10; and the flag of the State of Texas be displayed in accordance with Chapter 3100, Government Code.
- Permitted Flags must be displayed from a flagpole attached to a dwelling or a free-standing flagpole constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
- The display of a Permitted Flag, or the location and construction of the supporting flagpole, must comply with applicable zoning ordinances, easements, and setbacks of record. Advance approval of the ACC is required for any free-standing flagpole associated with the display of Permitted Flags.
- All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced, or removed. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
- Permitted Flags may be up to three-feet by five-feet in size.
- Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet tall and up to twenty feet tall.
- A flagpole attached to a structure may be up to six feet long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets that accommodate multiple flagpoles are not allowed.
- Free-standing flagpoles may be up to twenty feet tall, including ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the Lot between the primary residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
- Free-standing flagpoles may not be installed (1) in any location other than the Owner's property; or (2) within a ground utility easement or encroaching into an aerial easement; or (3) beyond the side or rear set back line (for example, on a lot with a 10-foot side set back line, a flagpole may not be installed closer than 10 feet from the side property line); or (4) beyond half the distance of the front setback line (for example, on a lot with a 50-foot setback line, the flagpole cannot be installed closer than 25 feet from the front property line); or (5) closer to a dwelling on an adjacent Lot that the height of the flagpole (for example a 20-foot tall flagpole cannot be installed closer than 20 feet from the adjacent house).
- Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must be ground mounted in the vicinity of the flag; utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; points towards the flag and faces the main structure on the property or the center of the property if there is no structure; and provides illumination not to exceed the equivalent of a 60-watt incandescent bulb.

- Flagpoles must not generate unreasonable noise levels, which would disturb the quiet enjoyment of other residents. Each flagpole Owner should take steps to reduce noise levels by using vinyl or plastic snap hoops, installing snap hook covers, or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

2.14 Guidelines for Display of Certain Religious Items. A property Owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include anything related to any faith that is motivated by the resident's sincere religious belief or tradition.

- Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
- The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the doorframe.
- To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed items may not threaten public health or safety; violate any law; or contain language, graphics, or any display that is patently offensive to a passerby.
- Approval from the ACC is not required for displaying religious items in compliance with these guidelines.
- As provided by Section 202.018 of the Texas Property Code, the Association may remove any items displayed in violation of these guidelines.

Section 3. Animal and Pets.

3.1 Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or any part of Cypress Fields, except for pets, such as dogs, cats and other common household pets, and large livestock for domestic use of the Owner or occupant. Large livestock is limited to one per acre. Poultry are limited to four birds per acre. No swine will be allowed except for a 4-H or Future Farmers of America ("FFA") project of the Owner or occupant of the Lot. No swine will be considered a household pet. Under no circumstances shall any dangerous, exotic or wild animals be kept on any Lot.

No Lot may be used for purposes of breeding or raising livestock or any type of household pet for commercial purposes. Livestock raised for consumption purposes are limited to direct consumption by Owner or occupant only. For purposes of these restrictions, projects of FFA and 4-H Club shall not be considered commercial purposes.

All animals must be kept in a fenced area or on a leash or chain and must not be permitted to roam. No animals shall be permitted in or around the Common Areas, if any.

3.2 Animal or Pet Nuisance. Any livestock or household pets kept on a Lot shall not be allowed to become a nuisance or annoyance to adjoining property owners or the neighborhood. Barking dogs, pets allowed to run loose and noisy poultry are considered a nuisance. All animals, including cats, are subject to leash laws of Harris County and must have current vaccinations at all times. Poultry may not be allowed to run loose except on the Owner's property. All cages, pens, barns, stalls, or kennels shall at all times be kept in a neat, clean, painted, and sanitary manner. This is the obligation of the Owner of the Lot at their expense. If the cages, pens, barns, stalls, or kennels are not maintained and the Owner does not comply within a specified time as stated in a written notice, the Board has the authority, without being liable for trespass, to hire a third party to do the maintenance work and subsequently charge the Owner. The Owner shall be liable for the expenses incurred by the Association and it shall be payable on demand. If the owner fails to pay the costs and expenses incurred by the Association then there will be a lien on the land and can be collected in the same manner as the Assessments in Article VII. The Owner is responsible for any property damage or physical harm done by their animals, pets, or poultry including impregnation of other animals.

Section 4. Nuisances.

No noxious or offensive trade or activities shall be conducted on any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the adjoining property owner or the neighborhood.

4.1 Noise. Loud or offensive noise, including but not limited to, barking dogs, other animal sounds, alarm systems, sound systems, musical instruments, motorcycles, other vehicles or equipment is not allowed. Noise associated with building and repairs, lot maintenance and upkeep is allowed during normal working hours. It is the responsibility of the Owner or occupant to keep noise to a minimum between the hours of 10 p.m. and 7 a.m.

4.2 Fireworks. Fireworks may be discharged within five (5) days before any national holiday, including the day of the holiday when they are available for sale. Discharge is not allowed when there is a burn ban in effect. All local laws governing discharge must be followed.

4.3 Exterior Lighting. Any exterior lighting for decorative or security purposes shall not be directed toward neighbors' property, public streets or roadways. If exterior lighting is a nuisance to neighbors, the Owner shall place an appropriate shadowing device on the light.

Section 5. Drilling and Mining.

No drilling, oil development operations, oil refining, gas recycling, quarrying or mining operations of any kind shall be permitted on any Lot nor shall wells (excluding water wells) of any type, tanks, tunnels, mineral excavations or shafts, be permitted upon any Lot; and no derrick or other structure designed for use in drilling or boring for oil or gas shall be erected, maintained, or permitted on any Lot.

Section 6. Subdivision or Consolidation of Multiple Lots.

6.1 Subdivision. A Lot of at least two (2) acres may be subdivided into multiple Lots of at least one acre in size. Any Lots resulting from the subdivision of a Lot, as recorded in the Harris County Real Property records will be charged annual and special assessments for each Lot. Annual assessments will be due the calendar year after the creation of the new lots.

6.2 Consolidation of Multiple Lots. Two or more adjoining Lots on the same street may be consolidated into a single Lot. Setback provisions specified in Article V will be applied to the new Lot. The Lot resulting from the consolidation of multiple Lots, as recorded in the Harris County Real Property records, will be assessed as a single Lot for annual and special assessments. Multiple Lots containing a single residence are not considered a consolidated Lot unless it has been replatted and recorded in the Harris County Real Property records as such.

**ARTICLE VII
COVENANT FOR MAINTENANCE ASSESSMENT**

Section 1. Creation Of Lien And Personal Obligation Of Assessment.

Each Owner of each Lot owned within Cypress Fields hereby covenants and agrees (by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance) with each other Owner, and all future Owners of any Lot is conclusively deemed to so covenant and agree as a covenant running with the land, to pay to the Association: (1) Annual Assessments or charges; and (2) Special Assessments for community capital improvements, or for repayment of funds borrowed and used for payment of such capital improvements, and for legal fees that have been and will be incurred by the Association, such Assessments to be fixed, established, and collected as hereinafter provided; and (3) Maintenance Assessments which is for the expenses incurred by the Association when a contractor is hired to perform maintenance on any Lot when the Owner does not comply with these Declarations. The Annual, Special, and Maintenance Assessments, together with

interest at the maximum rate allowed by law, and the costs, and reasonable attorney's fees shall be a charge on the Lot and shall be secured by a continuing lien upon the Lot against which each such Assessment is made and shall be the obligation of the person who was the Owner of the Lot at the time when the Assessment fell due. No Owner shall be personally liable for any Assessment made or becoming due and payable after his ownership terminates.

Section 2. Purpose of Assessment.

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in Cypress Fields, including the improvement and maintenance of any Common Areas, streets, easements and vacant Lots and doing any other thing necessary or desirable in the opinion of the Association to maintain and improve Cypress Fields.

Section 3. Maximum Annual Assessment.

Beginning January 1 of the year immediately following the passage of these Declarations the maximum Annual Assessment shall be seventy-five dollars (\$75.00) per Lot.

From and after January 1 of such year, the Annual Assessment may be increased in a given year by an amount not in excess of ten percent (10%) of the Assessment for the previous year.

The Association may increase the Assessment annually or accumulate and assess the increase after a number of years as per chapter 204.010 (a) (16) Texas Property Code.

Section 4. Special Assessments.

In addition to the Annual Assessment authorized above, the Association may levy, in any Assessment year, a Special Assessment for the purpose of defraying in whole or in part the cost of any purchase, construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, or any other expenditure authorized in Section 2. of this Article VII, and for legal fees that have been and will be incurred by the Association provided that such Assessment shall have the approval of fifty-one percent (51%) of the total voters.

Section 5. Notice for any Action Authorized under Article VII

Written notice of any meeting called for the purpose of taking any action authorized under Article VII shall be provided to all Members not less than ten (10) days and no more than sixty (60) calendar days in advance of the meeting. The Owners can vote by proxy, absentee ballot or in person at the meeting.

Section 6. Notification and Collection of Annual Assessments.

Written notice of the Annual Assessments and Maintenance Assessments shall be sent to every owner subject to there at least thirty (30) days in advance of when the Annual Assessment and Maintenance Assessments are due stating the amount of the Annual Assessment and/or the Maintenance Assessments. Annual Assessments shall be due and payable on December 31st of each calendar year. Maintenance Assessments are due and payable thirty (30) days after the date that they are sent to the Owners. Unpaid annual dues are delinquent after January 31st of the following the year. The provisions for payment plans are detailed in the By-Laws. A late fee of \$25.00 per year will be added to delinquent dues in addition to interest, costs and attorney's fees.

The Board shall, upon demand, furnish a statement signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid and the amount of any delinquencies. The Board shall not deny a request for such statement to any party who in the Boards' judgment has a legitimate reason for requesting same. A reasonable fee may be charged before the issuance of these statements.

Section 7. Effect of Nonpayment of Assessment.

Any Assessments which are not paid by January 31 of each year are delinquent. The Association may bring an action at law against the Owner personally obligated to pay the Assessments, and reasonable attorneys' fees shall be added to the amount of the Assessment.

In the event of a default hereunder, the Owner also shall be required to pay the costs and expenses of legal proceedings and all reasonable attorney's fees per the provisions of the By-Laws. The Association can pursue a lawsuit and obtain a personal judgment against the Owner and an order of sale and foreclosure or it can file an application of expedited foreclosure and foreclose.

Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such Assessment as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, and such Owner hereby expressly grants the Association a power of sale in connection with said lien.

Section 8. Subordination of Lien.

The Annual Assessment, Maintenance Assessments and the Special Assessments, as herein above provided for, shall each constitute and be secured by a separate and valid and subsisting lien, hereby created and fixed, and which shall exist upon and against each Lot and all improvements thereon, for the benefit of the Association. The liens securing the assessments provided for herein shall be subject and subordinate to (1) all liens for taxes or assessments levied by the City, County, and State Governments or any political subdivision or special district thereof, and (2) all liens (including vendor's liens, deeds of trust, mortgages and other security instruments) securing any loan for any part of the purchase price of a Lot and/or any improvements thereon and filed of record prior to the date when such charges and assessments become due and payable. This does not include Home Equity Loans or Mechanics and Materialman's Liens. No foreclosure or conveyance in lieu of foreclosure shall relieve the transferee from liability for any assessment thereafter for the lien herein granted, and the personal obligation of the foreclosed or transferring owner shall not be extinguished by any foreclosure or transfer.

Section 9. Judgment of the Association.

The Annual, Maintenance, and Special Assessment charge shall be a covenant running with the land. Such charge and the lien created thereby are hereby assigned to the Association which will collect all such Annual, Maintenance, and Special Assessments and will allocate and expend such funds. The judgment of the Association, its Board and its legal representatives in the expenditure of said fund shall be final so long as said judgment is exercised in good faith. Any services listed in these Declarations that the Assessment may be used for does not obligate the Association to furnish any of such services except to the extent of the funds actually received by the Association. The Association, its Board, Officers and Committee Members shall not have any liability to any person or entity under any theory or circumstance for any error of judgment, action or inaction of the Association, its Board, any Officer, and Committee Member.

**ARTICLE VIII
TRANSITION RULES**

For the purpose of these Declarations the following provisions shall apply: 1) after the effective date of these Declarations, any new structures, improvements, repairs, or repainting, etc., must conform to all of these Declarations, 2) existing structures that are in compliance with the previous Declarations, when these Declarations become effective, will not have to be changed until they are replaced, repaired, or modified, and 3) under no circumstances will activities that violate these Declarations be permitted even if the activities were allowed in the previous Declarations.

**ARTICLE IX
ADDITIONAL RESTRICTIONS FOR RESERVE C**

The following restrictions shall be in addition to the above mentioned restrictions and shall pertain only to the Lots C-2, C-3, C-4, C-5, C-6, C-7, C-9, C-10, C-11 and C-13 within the property being described as a 32.7891 acre tract conveyed unto Robert D. Cameron, et ux by a deed recorded and originally filed in the Public Records of Real Property under Harris County Clerk's file number H785895, records 036-83-2060 through 036-83-2063 executed January 17, 1983. Said 32.7891 acre tract is more particularly described by metes and bounds in Exhibit "D" attached hereto.

Annual Maintenance Assessment: The Owners of Lots C-2, C-3, C-4, C-5, C-6, C-7, C-9, C-10, C-11 and C-13 within the 32.7891 acres of Reserve C are responsible for the payment of one hundred, eighty dollars (\$180.00) in addition to the Assessments stated in Article VII to be used for payment of Reserve C Common Area property taxes as well as for maintenance of the roadway, mowing and trimming of the Common Area and the entryway unique to Reserve C. In addition, the funds may also be used for other improvements and repairs of the road, entry or Common Area with the prior written approval of at least 5 of the 7 Lot Owners. This Assessment will be enforced as indicated in Article VII for other Assessments. The Annual Assessment cannot be increased to more than twenty-five dollars (\$25.00) per month without the approval of the majority of Owners of Lots C-2, C-3, C-4, C-5, C-6, C-7, C-9, C-10, C-11 and C-13 within the 32.7891 acres of Reserve C.

Payments shall be made to Cypress Fields Civic Association and will be kept in a separate account. The Treasurer must be contacted in writing prior to expending funds to determine the amount available. To withdraw funds, a minimum of 2 Owners of Lots C-2, C-3, C-4, C-5, C-6, C-7, C-9, C-10, C-11 and C-13 in Reserve C must agree regarding the use of the funds.

Additional improvements within Reserve C: Any additional improvements to the Common Area shall be on a voluntary basis and must be approved by a majority of Owners of Lots C-2, C-3, C-4, C-5, C-6, C-7, C-9, C-10, C-11 and C-13 within the 32.7891 acres of Reserve C.

Animal and Pets: For Owners of Lots C-2, C-3, C-4, C-5, C-6, C-7, C-9, C-10, C-11 and C-13 within the 32.7891 acres of Reserve C, large livestock is limited to one per acre or livestock under three hundred pounds is limited to three (3) per acre and poultry is limited to twelve (12) per acre as long as any pet or animal does not become a nuisance.

Common Area of Reserve C: shall mean and refer to the area inside the front entrance pillars along the ingress-egress road to the gravel driveway, then along the easterly side of said driveway to the west property line of Lot C-10, then south to the southwest corner of Lot C-10, then west along the north line of Lot C-12, then southwest to the front entrance inside the pillars including the entry way at Cypress Fields Avenue. This area together with any improvements thereon is maintained exclusively by the Owners of Lots C-2, C-3, C-4, C-5, C-6, C-7, C-9, C-10, C-11 and C-13 within the 32.7891 acres of Reserve C and is restricted for the common use and benefit of these Owners only.

Pond within Reserve C: shall mean and refer to the only body of water. This area, together with any improvements therein, shall be maintained exclusively by the Owners of Lots C-2, C-3, C-4, C-5, C-6, C-7, C-9, C-10, C-11 and C-13 within the 32.7891 acres of Reserve C and is restricted for the common use and benefit of these Owners and their immediate family for recreation purposes only. Access to the Pond shall be from the south side. No motorized boats or other recreational equipment will be permitted on the Pond.

Square Footage Minimum: No primary residential structure shall be placed on any Lot unless its total living area has a minimum of three thousand (3,000) square feet of floor area for any single story residential structure or three thousand, five hundred (3,500) square feet of floor area for any multi-story residential structure of which first floor has a minimum of sixty percent (60%) of the total square feet of floor area, exclusive of open and/or screened porches, breezeways, terraces, atriums, drives, carport, or garages.

Under no circumstances will any structure, activity or condition that disturbs the single-family residential tranquility of Cypress Fields, or presents a risk to the health or safety of the members of the Cypress Fields community or of the general public, be allowed. The Association has the authority to interpret and enforce the above.

LEGAL DESCRIPTION: A tract of land in the Wm. & M. H. Bundick Survey, Abstract 111, containing 278.4749 acres of land, called 265.00 acres, and being the same tract described in Deed from Theo. Vogt et ux to J. F. Scholz, July 11, 1952, and recorded in Volume 2743, Page 438, Harris County Deed Records, and same tract being described in the County Clerk's File No. 1023513, filed July 28, 1952, Harris County, Texas, said 278.4749 acres currently described and recorded in Harris County Clerk File No. 200-02-2471 being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pipe found marking the Southeast corner of said 278.4749 acres, said pipe being in the North right of way (ROW) line of Huffmeister Road and located South 89 deg. 59 min. 17 sec. West, 1090.35 feet from a 5/8 inch iron rod found marking the P.C. of a curve, said rod located in the North ROW line of said Huffmeister Road;

THENCE South 89 deg. 59 min. 21 sec. West with the North ROW line of said Huffmeister Road, a distance of 1988.50 feet, (called 1988.89 feet) to a fence post marking the Southwest corner of said 278.4749 acres (said point being North)

THENCE North along the West line of said 278.4749 acres with the meanders of a fence as follows:

- North 01 deg. 13 min. 47 sec. West -- 469.80 feet;
- North 01 deg. 23 min. 52 sec. West -- 493.74 feet to a 1" iron bar found
in fence line;
- North 01 deg. 09 min. 52 sec. West -- 506.26 feet;
- North 01 deg. 20 min. 54 sec. West -- 500.00 feet;
- North 01 deg. 24 min. 20 sec. West -- 500.00 feet;
- North 01 deg. 13 min. 10 sec. West -- 206.83 feet to a 1" iron bar found
in fence line; said bolt marking the Northeast corner
of the Sweeney Estates, and the Southeast corner of
Walter A. Matzke 185.959 acre tract;
- North 01 deg. 13 min. 10 sec. West -- 148.97 feet;
- North 00 deg. 58 min. 45 sec. West -- 1000.00 feet;
- North 00 deg. 45 min. 59 sec. West -- 331.42 feet;
- North 00 deg. 57 min. 31 sec. West -- 386.80 feet;
- North 00 deg. 53 min. 03 sec. West -- 331.42 feet;
- North 00 deg. 54 min. 27 sec. West -- 500.01 feet;
- North 01 deg. 06 min. 33 sec. West -- 197.01 feet;
- North 01 deg. 11 min. 37 sec. West -- 236.36 feet;
- North 00 deg. 48 min. 17 sec. West -- 432.39 feet;

"EXHIBIT A"
(Page Two of Two)

THENCE in an Easterly direction with the meanders of said Little Cypress Creek as follows:

South 70 deg. 34 min. 52 sec. East -- 155.62 feet;
South 29 deg. 35 min. 40 sec. East -- 225.97 feet;
South 54 deg. 45 min. 18 sec. East -- 217.35 feet;
North 88 deg. 25min. 57sec. East -- 149.06 feet;
North 74 deg. 22 min. 45 sec. East -- 156.84 feet;
South 57 deg. 40 min. 33 sec. East -- 126.04 feet;
South 38 deg. 29 min. 45 sec. East -- 109.39 feet;
South 54 deg. 23 min. 47 sec. East -- 196.00 feet;
South 80 deg. 49 min. 56 sec. East -- 133.18 feet;
North 51 deg. 15 min. 20 sec. East -- 154.34 feet;
North 29 deg. 45 min. 42 sec. East -- 165.20 feet;
North 02 deg. 56 min. 31 sec. East -- 215.45 feet;
North 32 deg. 43 min. 30 sec. East -- 89.53 feet;
South 70 deg. 17 min. 13 sec. East -- 239.82 feet;
South 51 deg. 32 min. 36 sec. East -- 128.20 feet;
South 55 deg. 46 min. 34 sec. East -- 121.66 feet;
South 54 deg. 23 min. 32 sec. East -- 142.64 feet to a concrete monument set
in the center line of Little Cypress Creek, said monument
marking the Northeast corner of the herein described
tract;

THENCE South along the East line of the said 278.4749 acreas with the meanders of a fence as follows:

South 01 deg. 28 min. 51 sec. East -- 579.52 feet;
South 02 deg. 38 min. 55 sec. East -- 363.76 feet;
South 00 deg. 59 min. 31 sec. East -- 394.10 feet;
South 00 deg. 57 min. 12 sec. East -- 163.85 feet;
South 00 deg. 41 min. 27 sec. East -- 187.60 feet;
South 00 deg. 40 min. 52 sec. East -- 576.29 feet;
South 00 deg. 31 min. 22 sec. East -- 500.00 feet;
South 00 deg. 34 min. 47 sec. East -- 499.66 feet;
South 00 deg. 26 min. 01 sec. East -- 567.57 feet;
South 00 deg. 35 min. 11 sec. East -- 432.53 feet;
South 00 deg. 31 min. 00 sec. East -- 500.04 feet;
South 00 deg. 39 min. 57 sec. East -- 500.02 feet;
South 00 deg. 30 min. 14 sec. East -- 470.04 feet to the PLACE OF
BEGINNING and containing within these calls, 278.4749 acres of land, SAVE AND EXCEPT
6.2659 acres contained in a Harris County Flood Control Easement volume 2510 Page 84 of
the Harris County Deed Records, said easement extends 100.00 feet at right angles and
parallel to the existing center line of Little Cypress Creek.

"EXHIBIT B"
(Page One of One)

RESERVE "A"

LEGAL DESCRIPTION: Of a 9.1431 acre tract of land known as Commercial Reserve "A" of CYPRESS FIELDS SECTION ONE (1) an unrecorded 74.8748 acre subdivision out of a 278.4574 acres of land recorded in County Clerk's File No. 184-15-0826, Harris County, Texas, in the Wm. and M. H. Bundick Survey A-111, Harris County, Texas, said Unrestricted Reserve "A" originally described and recorded in Harris County Clerk File No. 200-02-2473 being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pipe found marking the Southeast corner of the above mentioned 278.4574 acre tract and the Southeast corner of Section 1, Cypress Fields, and being in the North right of way (ROW) line of Huffmeister Road;

THENCE South 89 deg. 59 min. 21 sec. West with the North ROW line of said Huffmeister Road and the South line of the above mentioned 278.4574 acres, a distance of 994.25 feet to a point for the Southeast corner of the herein described tract, being in the center line of a 60 foot wide road easement and being the common corner of Reserve "A" and Reserve "B";

THENCE continuing along the North line of Huffmeister Road and the South line the this tract, a distance of 994.25 feet to the Southwest corner of this tract, being in the West line of the above said Section 1 Cypress Fields;

THENCE North 01 deg. 13 min. 47 sec. West along the West line of this tract and the West line of Cypress Fields, Section 1, a distance of 400.05 feet to the Northwest Corner of this tract and being the Southwest corner of Tract 7;

THENCE North 89 deg. 59 min. 21 sec. East along the North line of this tract, a distance of 997.34 feet to the Northeast corner of the this tract, and being the common corners of Tracts 1, 56, Reserve "B" and Reserve "A", and being in the center line of the above mentioned 60 foot wide road easement;

THENCE South 00 deg. 47 min. 14 sec. East along the center line of said road easement, and the common line between Reserve "A" and Reserve "B", a distance of 400.0 feet to the PLACE OF BEGINNING and containing within these calls 9.1431 acres of land.

"EXHIBIT C"
(Page One of One)

RESERVE "B"

LEGAL DESCRIPTION: Of a 9.1380 acre tract of land known as Commercial Reserve "B" of CYPRESS FIELDS SECTION ONE (1) an unrecorded 74.8748 acre subdivision out of a 278.4574 acres of land recorded in County Clerk's File No. 184-15-0826, Harris County, Texas, in the Wm. and M. H. Bundick Survey A-111, Harris County, Texas, said Unrestricted Reserve "B" originally described and recorded in Harris County Clerk File No. 200-02-2473 being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pipe found marking the Southwest corner of the above mentioned 278.4574 acre tract and the Southeast corner of Section 1, Cypress Fields, and being in the North right of way (ROW) line of Huffmeister Road;

THENCE South 89 deg. 59 min. 21 sec. West along the South line of this tract, the South line of the above mentioned 278.4574 acre tract and the North line of Huffmeister Road, a distance of 994.25 feet to a point for the Southwest corner of the herein described tract, being in the center line of a 60 foot wide road easement and being the common corner of Reserve "A" and Reserve "B";

THENCE North 00 deg. 47 min. 14 sec. West along the centerline of said road easement and the common line between Reserve "A" and Reserve "B" a distance of 400.00 feet to the Northwest Corner of this tract and being the Common corner of Tract 1, 56, Reserve "A" and Reserve "B";

THENCE North 89 deg. 59 min. 21 sec. East along the North line of this tract, a distance of 996.23 feet to the Northeast corner of the this tract, and the Southeast corner of Tract 50 and being the East line of Cypress Fields, Section 1;

THENCE South 00 deg. 30 min. 14 sec. East along the east line of this tract and the East line of Cypress Fields, Section 1, a distance of 399.97 feet to the PLACE OF BEGINNING and containing within these calls 9.1380 acres of land.

"EXHIBIT D"
(Page One of Two)

RESERVE "C"

LEGAL DESCRIPTION: Of a 32.7891 acre tract of land known as CYPRESS FIELDS SECTION THREE (3), an unrecorded 146.5371 acre subdivision out of a 278.4574 acre tract of land recorded in County Clerk's File No. 184-15-0826, Harris County, Texas, in the Wm. & M. H. Bundick Survey, Abstract 111, Harris County, Texas, said Reserve "C" originally described and recorded in Public Records of Real Property under Harris County Clerk's File No. H785895, records 036-83-2062 through 036-83-2063 being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron pipe found marking the Southeast corner of the above mentioned 278.4749 acre tract and the Southeast corner of CYPRESS FIELDS SECTION ONE (1), and being in the North right of way (ROW) line of Huffmeister Road;

THENCE along the East line of above said 278.4574 acre tract North, 00 deg. 30 min. 14 sec. West a distance of 470.04 feet to a point for corner;

THENCE North, 00 deg. 39 min. 57 sec. West a distance of 500.02 feet to a point for corner;

THENCE North, 00 deg. 31 min. 00 sec. West a distance of 500.04 feet to a point for corner;

THENCE North 00 deg. 35 min. 11 sec. West, passing the Northeast corner of said CYPRESS FIELDS SECTION ONE (1), and the Southeast line of CYPRESS FIELDS, SECTION TWO (2) at 161.82 feet, and in all, a distance of 432.53 feet to a point for corner;

THENCE North, 00 deg. 26 min. 01 sec. West a distance of 567.57 feet to a point for corner;

THENCE North 00 deg. 34 min. 47 sec. West a distance of 393.66 feet to a point for corner, same being the Northeast corner of said CYPRESS FIELDS SECTION TWO (2), and the Southeast line of CYPRESS FIELDS, SECTION THREE (3);

THENCE South, 89 deg. 59 min. 21 sec. West along the common section lines of said CYPRESS FIELDS SECTION TWO (2) and CYPRESS FIELDS, SECTION THREE (3) a distance of 2025.64 feet to a point for corner;

THENCE North, 00 deg. 58 min. 45 sec. West a distance of 961.14 feet to a point for corner;

THENCE North, 00 deg. 45 min. 59 sec. West a distance of 331.42 feet to a point for corner;

THENCE North, 00 deg. 57 min. 31 sec. West a distance of 386.80 feet to a point for corner;

THENCE North, 00 deg. 53 min. 03 sec. West a distance of 168.70 feet to a point for corner and the PLACE OF BEGINNING of the herein described tract of land;

THENCE continuing North 00 deg. 53 min. 03 sec. West a distance of 162.72 feet to a point for corner;

THENCE North 00 deg. 54 min. 27 sec. West a distance of 500.01 feet to a point for corner;

THENCE North 01 deg. 06 min. 33 sec. West a distance of 197.01 feet to a point for corner;

THENCE North 01 deg. 11 min. 37 sec. West a distance of 236.36 feet to a point for corner;

THENCE North 00 deg. 48 min. 17 sec. West a distance of 432.29 feet to a point for corner;

THENCE North 10 deg. 21 min. 47 sec. East a distance of 93.16 feet to a point for corner in the Center line of Little Cypress Creek;

EXHIBIT D"
(Page Two of Two)

THENCE with the meanders of said Little Cypress Creek, the following calls:

South 70 deg. 34 min. 52 sec. East -- 155.62 feet;
South 29 deg. 35 min. 40 sec. East -- 225.97 feet;
South 54 deg. 45 min. 18 sec. East -- 217.35 feet;
North 88 deg. 25 min. 57 sec. East -- 149.06 feet;
North 74 deg. 22 min. 45 sec. East -- 156.84 feet;
South 57 deg. 40 min. 33 sec. East -- 126.04 feet;
South 38 deg. 29 min. 45 sec. East -- 109.39 feet;
South 54 deg. 23 min. 47 sec. East -- 167.09 feet to a point for corner;

THENCE South 05 deg. 05 min. 12 sec. West a distance of 644.64 feet to a point for corner;

THENCE South 57 deg. 53 min. 28 sec. East a distance of 400.00 feet to a point for curve to the left in the westerly Right-of-Way line of Cypress Fields Avenue, (60.00 foot wide);

THENCE in a Southwesterly direction with said curve to the left, and with the westerly Right of Way line of Cypress Fields Avenue, having a central angle of 29 deg. 47 min. 15 sec., radius of 388.64 feet, an arc length of 202.27 feet to a point for corner;

THENCE South 89 deg. 59 min. 22 sec. West a distance of 1249.53 feet to the PLACE OF BEGINNING and containing within these calls 32.7891 acres of land

