

**Olde Cypress Mill POA
VOTE TO AMEND AND RESTATE
DECLARATIONS AND COVENANTS
AND BY-LAWS**

Please vote and return this ballot to:

Olde Cypress Mill POA
4008 Louetta Rd #141
Spring, TX 77388

Ballots must be returned by mail, email or returned in person to be included in the tabulation of votes.

**VOTE SELECTION TO AMEND AND RESTATE THE OLDE CYPRESS MILL
POA DECLARATIONS AND COVENANTS**
(VOTE FOR ONE)

1. YES – to Amend the Declarations and Covenants
2. NO – to Amend the Declarations and Covenants

Signature

Print Name

Property Address

Date

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, & RESTRICTIONS FOR OLDE CYPRESS MILL PROPERTY
OWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this ____ day of _____, 2022 by OLDE CYPRESS MILL PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, Declarant desired to have the subdivision known as Cypress Villas restricted according to a common plan as to use, permissible construction and common amenities so that the land shall be benefitted and each successive owner of all or part of said land shall be benefitted by preserving values and character of said land. Declarant desired to establish a preeminent residential environment which is dependent upon and in furtherance of aesthetic considerations in order to create a residential community having common areas, facilities and landscaping, and to provide for the maintenance, repair, operation and improvement of same; and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, assessments and liens hereinafter set forth, to be binding upon each owner of a lot or lots within the Property, and which restrictions, covenants and conditions will also comply with the requirements of local governmental authorities and the zoning and subdivision ordinances and regulations of Harris County, Texas; and

WHEREAS, Cypress Villas consists of all property described in the plat map filed in the Harris County Real Property Records in Volume 223 page 30 and filed under file # E353100. Declarant filed in the Harris County Real Property Records Declaration of Covenants, Restricting and Reservations (“Original Declarations”) under file #F262725 on behalf of Olde Cypress Mill Property Owners Association, Inc. (“Association”). Several Amended Restrictions have been filed

since the Original Declarations. The documents create confusion as to the proper restrictions. These Amended and Restated Declarations of Covenants, Conditions, and Restrictions (“Amended and Restated Declarations”) are being filed to correct, clarify, and finalize any restrictions. This document was properly presented to the members of the Association to vote on and adopt; and

NOW, THEREFORE, Olde Cypress Mill Property Owners Association, Inc. for and in consideration of, adopts these Amended and Restated Declarations and agrees that all successors and assigns be bound by them. The Amended and Restated Declarations are adopted for the benefit of the Association and were properly adopted by the Association members.

ARTICLE I DEFINITIONS

Section 1.01 Definitions. The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

Section 1.02 "Architectural Control Committee" shall mean and refer to the committee as provided for in Article IV hereof.

Section 1.03 "Association" shall mean and refer to the Olde Cypress Mill Property Owners Association, Inc., a Texas non-profit corporation, which will have the power, duty and responsibility of maintaining and administering the Common Areas, Common Property, and all Landscaping in the Common Areas and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing the assessments and charges hereinafter prescribed.

Section 1.04 "Builder" shall mean and refer to any person or entity undertaking the construction of a residence on a Lot for the purpose of selling same for profit.

Section 1.05 "Common Areas" shall mean and refer to areas of land owned or leased by the Association, entryways, access or walkways, recreational buildings and appurtenances, fountains, entry systems, walls, fences, security facilities, parking areas, irrigation systems, lighting facilities, flagpoles, identification markers, playground and appurtenances, swimming pool, if any, and the

like, owned, leased, or maintained by the Association in fulfilling its duties and for the benefit of all Members of the Association and other purposes benefiting the Members, including any improvements and Landscaping located thereon, intended, used and designated for the common use, enjoyment and benefit of the Members of the Association.

Section 1.06 "Landscaping" includes but not limited to growing plants, including grass, plantings, vines, ground cover, trees, hedges, shrubs, flowers and general maintenance of landscaping improvements on each lot.

Section 1.07 "Lot" shall mean and refer to any parcel, plot, or tract of land upon which one (1) single-family residence is intended to be constructed, identified by a lot and block number as shown upon any recorded subdivision map, plat, replat, or revision of the Property, as said recorded subdivision maps or plats may be amended and revised from time to time.

Section 1.08 "Member" shall mean and refer to each Owner of a Lot or an undivided interest therein, who shall be a Member of the Association as provided in Article II hereof.

Section 1.09 "Occupant" shall mean and refer to any person occupying or otherwise using a Lot and/or any house or dwelling situated on such Lot (including lessees).

Section 1.10 "Owner" shall mean and refer to the owner of record whether one or more persons or entities of a fee simple title to any Lot which is a part of the Property but excluding those having such interest merely as security for the performance of an obligation.

Section 1.11 "Property" shall mean and refer to the real property (including improvements) described in Article I Section 1.13, and additions thereto, as are subjected to this Declaration or any Supplementary Declaration under the provisions of Article I Section 1.14.

Section 1.12 "Recorded Plat" shall initially mean and refer to the plats of CYPRESS VILLAS, as recorded under File# E353100, in the Plat Records of Harris County, Texas, as modified by any subsequent amendment, replat, or similar modification thereto.

Section 1.13 "Supplemental Declaration" shall mean and refer to an amendment or supplement to this Declaration executed or consented to by the requisite number of Owners, if applicable, which subjects additional property to this Declaration and/or imposes expressly or by reference additional restrictions and obligations on the land described therein.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 2.01 Membership. Each and every person, persons, or legal entity who shall own any Lot or any Residential Land in the Property, shall automatically be, and must remain, a Member of the Association. If an entity owns a lot or lots, only one "representative" for the entity shall be allowed to run for the board of directors regardless of the amount of lots owned by such entity. Such membership shall be appurtenant to each Lot and may not be severed from or held separately therefrom; PROVIDED, that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a Member.

Section 2.02 Voting Rights. Each Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership. If two members reside at one Lot, only one vote may be cast for each Lot.

Section 2.03 Termination of Membership. The membership of a person or entity in the Association shall terminate automatically whenever such person or entity ceases to be an Owner, except that such termination shall not release or relieve any such person or entity from any liability or obligation incurred under or in any way connected with the Association or this Declaration during the period of ownership, nor impair any rights or remedies which the Association or any other Owner has with regard to such former Owner.

ARTICLE III

ASSESSMENTS

Section 3.01 Covenants for Assessments. Each purchaser of any such Lot or Residential Land by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other

conveyance, shall be deemed to covenant and agree to pay, to the Association the following assessments: (1) Regular Annual Assessments (2) Special Assessments.

Section 3.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of protecting and promoting the comfort, collective mutual enjoyment, health, and welfare of the Owners of the Property, or any part thereof, and for carrying out the purposes of the Association as stated in its Certificate of Formation and this Declaration. The judgment of the Board of Directors of the Association in determining the functions to be performed by the Association, in determining the amount of Regular Annual Assessments, Special Assessments and Special Member Assessments, and in the expenditure of funds shall be final and conclusive so long as its judgment is exercised in good faith.

Section 3.03 Regular Annual Assessments. Each Owner of a Lot shall pay Regular Annual Assessments (herein so called) to the Association.

Section 3.04 Purpose. Regular Annual Assessments shall be levied upon each Lot to provide funds for the use and benefit of the Owners of the Property. Regular Annual Assessments may be used to finance in particular, but not by way of limitation, the following:

1. Operation, maintenance, repair, and improvement of the Common Areas, including funding of appropriate reserves for future repair, replacement and improvement of same;
2. Payment of taxes and premiums for insurance coverage in connection with the Common Areas, Detention/Drainage Areas, Common Facilities, and Common Property and any other property owned by the Association;
3. Paying the cost of labor, equipment (including expense of leasing any equipment), material, and any associated management or supervisory services and fees required for management and supervision of the Common Areas, Detention/Drainage Areas, Common Facilities, and Common Property;

4. Paying the cost and fees of a manager or firm retained to carry out the duties of the Association or to manage the affairs and property of the Association;
5. Paying the cost of Association liability insurance, including, without limitation, directors and officer's liability coverage and fidelity bonds;
6. Maintaining or replacing any Landscaping, Common Facilities, or Common Areas and the Detention/Drainage Areas and in areas within a public right-of-way where the Association elects to maintain Landscaping and Common Areas;
7. Designing, purchasing and installing any improvements to the Common Areas and the Detention/Drainage Areas;
8. Mowing and routine maintenance of the on all Commons Areas, Common Facilities and Lots where the Association elects to maintain Landscaping;
9. Lighting, improving and maintaining streets, alleyways, sidewalks, and paths in the Common Areas;
10. Collecting and disposing of trash, garbage, ashes, rubbish and other similar items;
11. Payment of legal fees and expenses incurred to collect assessments and enforce these Declarations;
12. Employing policemen or watchmen and/or a security service if deemed necessary, in the sole discretion of the Board;
13. Carrying out the duties of the Board of Directors of the Association; and
14. Carrying out such purposes of the Association as generally benefit all Members of the Association.

Section 3.05 Basis for Assessment. Regular Annual Assessments shall be levied equally against each Lot by the Board of Directors of the Association on an annual basis. After consideration of current costs and future needs of the Association, the Board shall fix the Regular Annual Assessment at any amount not in excess of the hereinafter stated maximum.

Section 3.06 Maximum Annual Assessment. The Regular Annual Assessment rate may be increased each year not more than ten percent (10%) (with such percentage being cumulative from year to year) above the maximum assessment for the previous year by the Board of Directors of the Association without a vote of the Members. The maximum Regular Annual Assessment rate may be increased above such amount with the approval of a majority of the total membership of the Association by Members voting in person or by proxy at a meeting called for such purpose.

Section 3.07 Special Assessments. In addition to the Regular Annual Assessments the Association may, by vote of its members in any year or years, levy Special Assessments (herein so called).

Section 3.08 Purpose. Special Assessments may be levied for the following purposes:

1. Defraying the cost of any new construction or reconstruction, unexpected repair or extraordinary maintenance, or replacement of capital improvements for and within the Detention/Drainage Areas, Common Areas, and Common Facilities, including the necessary fixtures and personal property related thereto;
2. Responding to unusual or emergency needs of the Association as a whole as may be expected to occur from time to time;
3. Satisfying the obligation and responsibility of replenishing all or part of any escrow funds held by any other third party which have been withdrawn to pay for obligations incurred
4. or assumed by the Association under agreements with such third party and/or any other governmental authorities;

5. Indemnifying a director, officer, agent or employee of the Association pursuant to the indemnification provision of the Certificate of Formation and Bylaws of the Association or this Declaration;
6. Carrying out any other purposes that benefit the Association as a whole as stated in its Certificate of Formation, Bylaws or as stated herein.

Section 3.09 Basis for Assessment. Special Assessments shall be allocated and prorated among the Owners at the date each such Special Assessment is levied in the same manner as Regular Annual Assessments are allocated and prorated among the Lots.

Section 3.10 Vote Required for Special Assessments. The Special Assessments must be approved by thirty-five (35) percent of the total membership of the Association by Members voting in person or by proxy at a meeting duly called for such purpose, a written notice of which shall be given to all Members at least fifteen (15) days in advance and shall set forth the purpose of such meeting.

Section 3.11 Commencement Date of Annual Assessments. The first Regular Annual Assessment provided for herein shall commence on a date in 2021 fixed by the Board of Directors of the Association and shall continue thereafter from year to year. The assessment for 2021 shall be adjusted according to the number of months remaining in such year and shall be due and payable thirty (30) days after notice of assessment is sent to the Owners.

Section 3.12 Owner's Personal Obligation for Payment of Assessments. The Regular Annual Assessments and all Special Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot during the time the Owner is the record owner of the Lot covered by such assessments. No Owner may, for any reason, exempt himself from liability for such assessments. In the event that any assessment or installment thereof is not paid when due, then the unpaid amount of any such assessment or installment thereof shall become delinquent and shall, together with interest thereon as herein provided, costs of collection thereof, late fees, any delinquent deed restriction violation fees and attorney fees be a continuing personal obligation and

debt of the non-paying Owner secured by the continuing lien imposed by this Declaration on the Lot, including all improvements thereon, to which such assessment or installment thereof pertains.

The unpaid amount of any assessment shall bear interest from its due date at eighteen percent (10%) per annum or the maximum legal rate of interest then prevailing, whichever is lesser. In addition, the Board of Directors of the Association may elect to charge a fee for its administrative cost (or for the administrative cost paid to a third party) in handling delinquent accounts, and to retain the services of an attorney of its choice for the purposes of collecting any unpaid assessment, late fees, and interest charges thereon, and/or to foreclose the lien imposed by this Declaration against the property subject thereto and/or to pursue any other legal or equitable remedy which the association may have and there shall be added to the amount of the unpaid assessment, interest charges, any delinquent deed restriction violation fees, any late fees thereon, any and all collection costs incurred by the Association, whether judicial or non-judicial, and including, but not limited to, reasonable attorney's fees and costs of legal suit.

Section 3.13 Assessment Lien and Foreclosure. The Association imposes upon each and every Lot within the Property a continuing lien enforceable by the Association to secure the payment to the Association of the Regular Annual Assessments and Special Assessments (together with interest and the cost of collection, late fees, delinquent deed restriction violation fees, and reasonable attorneys' fees as provided in Section 3.12 hereof) attributable to the Owner of that portion of the Property (the "Association's Lien"). Each Owner of each Lot, by acceptance of the deed therefor and whether or not it shall be so expressed in such deed, is deemed to covenant and agree to accept such property subject to the Association's Lien. Each Owner of each Lot, by acceptance of the deed therefor and whether or not it shall be so expressed in such deed, hereby expressly vests in the Board of Directors of the Association, or its agents, the right and power to bring all actions against each such Owner personally for the collection of all such assessments as a debt and to enforce the aforesaid Association's Lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to §51.002 of the Texas Property Code, as same presently exists or as it is subsequently amended; and each such Owner hereby expressly grants to the Board of Directors of the Association a power of sale in connection with said Association's Lien. The Board of Directors of the Association may designate a trustee in writing from time to

time to post or cause to be posted the required notices and to conduct such non-judicial foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing signed by the President or a Vice-President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the official public records of real property of Harris County, Texas. The initial designation of a trustee by the Board of Directors of the Association shall be by an instrument in writing that is executed and filed in the same manner as an instrument changing the designated trustee. In any foreclosure proceedings, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred by the Association, and the Association shall have the right and power to bid on the property being foreclosed. The aforesaid Association's Lien shall be superior to all other liens and charges against the Property, except only for ad valorem tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record, securing in either instance sums borrowed for the improvement and/or purchase of the property in question, to which said liens, and any renewals, extensions, supplements, and modifications thereof, the Association's Lien shall be subordinate and inferior. Provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a foreclosure sale of any such Lot pursuant to the terms and conditions of any such mortgage or deed of trust. Any foreclosure and sale of a portion of the Property pursuant to said superior liens shall not relieve any such Owner of personal liability for the sums owing under this Article nor the new Owner thereof from liability for the amount of any assessments thereafter becoming due nor from the continuing lien imposed hereby securing payment of any such subsequent assessments. The Association, acting through its Board of Directors, shall have the power to subordinate the aforesaid Association's Lien to any other lien.

Section 3.14 Exempt Property. The Common Areas and any common areas of any other association which may merge or consolidate with the Association, any common areas contained or defined within a Supplementary Declaration filed as provided in Article I, Section 14 of this Declaration, and all portions of the Property owned by or otherwise dedicated to any political subdivision or municipal utility district (excluding portions of public or private utility easements located upon or within the boundaries of the Lots, which shall not be not be exempt), shall be exempted from the assessments and lien created, reserved, or contemplated herein.

ARTICLE IV ARCHITECTURAL REVIEW COMMITTEE

Section 4.01 Designation of Committee. The Association shall have an Architectural Review Committee appointed by the Board of Directors as set forth below, which shall consist of three (3) members who shall be Members of the Association. Members of the Board of Directors may also be members of the Architectural Review Committee so long as the Association follows the requirements under §209.00505. In accordance with the Texas Property Code, no Director shall be an Architectural Review Committee member.

Section 4.02 Function of Architectural Review Committee. No Improvement, as that term is hereinafter defined, shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any Lot until plans and specifications, in such form and detail as the Architectural Review Committee may deem necessary, shall have been submitted to and approved in writing by such committee. The Architectural Review Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Review Committee shall be final, conclusive, and binding upon the applicant.

Section 4.03 Content of Plans and Specifications. The plans and specifications required by the Architectural Review Committee to be submitted and approved may include, without limitation, the following:

1. A topographical plat showing existing contour grades and showing the location of all improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at Lot comers and at comers of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any applicable change in the Lot contours is contemplated.
2. Exterior elevations.
3. Exterior materials, colors, textures, and shapes.
4. Structural design.

5. Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation, and ground cover.
6. Parking area and driveway plan.
7. Screening, including size, location and method.

The Architectural Review Committee may, at its discretion, grant the approval required by this Article for one set of plans and specifications submitted by a Builder for Improvements on multiple Lots, and such approval shall be effective for each Lot on which such Improvements are constructed.

Section 4.04 Definition of "Improvements." Improvements shall mean and include all buildings, any roofed structures, waterfront structures, parking areas, fences, walls, hedges, mass planting, poles, fountains, driveways, ponds, swimming pools, tennis and other sport courts, changes in any exterior color or shape, and any new exterior construction or exterior improvement which may not be specified in any of the foregoing, whether such items are constructed initially or are added subsequent to the initial construction. "Improvements" do not include garden shrub or tree replacements or any other replacements or repairs of a minor nature that do not change exterior colors or exterior appearance.

Section 4.05 Basis of Approval. Approval of plans and specifications shall be based, among other things, on adequacy of site dimensions, structural design, conformity, and harmony of external design and of location with neighboring structures and sites, relation of finished grades and elevations to that of neighboring sites, and conformity to both the specific and general intent of the protective covenants and restrictions.

Section 4.06 Failure of the Committee to Act. If the Architectural Review Committee fails to approve or disapprove such plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such committee has

approved such plans and specifications, EXCEPT that the Architectural Review Committee has no right or power, either by action or failure to act, to waive, or to grant any variance from, the requirements of the protective covenants, conditions, and restrictions contained in Article IV hereof, except as specifically provided therein. Submittal of requests by Members may be completed by electronic mail, certified mail, or hand delivery. The date on which the Board of Directors or Architectural Review Committee or management receives the request will be the date at which the thirty (30) days commences, and the Architectural Review Committee will be required to respond within the specified time as stated in this section.

Section 4.07 Limitation of Liability. The Architectural Review Committee has no liability or obligation whatsoever in connection with any plans and/or specifications and no responsibility for the adequacy thereof or for the construction of any improvements contemplated by any such plans and/or specifications. The Architectural Review Committee has no duty to inspect any improvements; and, if the Architectural Review Committee should inspect any improvements, the Architectural Review Committee shall have no liability or obligation to any party arising out of such inspection. The Architectural Review Committee expressly shall have no liability or responsibility for defects in or omissions from any plans and/or specifications or for defects in or omissions from the construction of any improvements. Notwithstanding any covenant, condition or term contained in this Declaration or provision of the Bylaws of the Association to the contrary, the Architectural Review Committee shall not have any liability to any Owner arising or resulting from any act or omission of the Architectural Review Committee taken or omitted pursuant to this Declaration or the Bylaws of the Association. Each Owner, by accepting a conveyance of any Lot or of any portion of the Property, shall be deemed conclusively to have unconditionally and irrevocably waived all claims against the Architectural Review Committee arising or resulting from acts or omissions pursuant to this Declaration or the Bylaws of the Association.

ARTICLE V USE RESTRICTIONS

Section 5.01 Covenants Applicable. The following provisions shall be applicable to any and all construction, improvement, alteration, or addition to the Lots.

Section 5.02 Use. Each Lot shall be used exclusively for single-family residential purposes only.

For purposes of this Declaration, "single-family residential" use means no more than one dwelling unit shall be constructed on any Lot, and the residents thereof shall be members of the same family, i.e., related to each other by blood or adoption. No building or structure intended for or adapted to business purposes, and no apartment house, hospital, sanatorium or doctor's office, or any multi-family dwelling shall be erected, placed, permitted or maintained on any Lot, or on any part thereof. Except for normal construction activity, sale, and re-sale of the Lots, no commercial or business activity shall be conducted within the Property, including without limitation, within any residence. No Owner may actively engage in any solicitations for commercial purposes within the Property. No solicitors of a commercial nature are allowed within the Property. No day care center or facility may be operated out of a residence. No improvement or structure whatsoever, other than a high-quality private dwelling house, patio walls, swimming pool, garage, waterfront structure, or guesthouse, may be erected, placed, or maintained on any Lot.

It is permitted for Owners to lease a Dwelling in the Subdivision, so long as Occupants are leasing the entire land and improvements comprising the Property. Leasing a Dwelling for residential purposes shall not be considered a "business", provided the terms herein are satisfied. This provision shall not preclude the Association or an institutional lender from leasing a Dwelling upon taking title following foreclosure of its security interest in the Dwelling or upon acceptance of a deed in lieu of foreclosure. "Leasing" for the purposes of this Declaration, is defined as occupancy of a Dwelling by any person other than the Owner, for which the Owner receives consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases must be in writing and shall contain such terms as the Board may prescribe from time to time. All leases shall provide that they may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments by an Occupant or Occupant's family, and the Board, in its sole discretion may require termination by the Owner and eviction of the Occupant in such event. Any Rental advertisement of the Property by the Owner must include Declaration Sections 5.02, 5.06, 5.07. Rental or lease of the Lot and Dwelling shall not relieve the Owner from compliance with this Declaration or the Dedicatory Instruments. Owners may not lease Property for less than three (3) days at a time. No Dwelling may be occupied by more than one single family. Any violation of Rental restrictions or this section are subject to fines or any other enforcement action pursuant to the "Enforcement" Section of these Declarations.

Section 5.03 Subdivision. No Lot shall be further divided or subdivided, nor shall the boundary line of any Lot be modified after a subdivision plat including such Lot has been approved and filed of record.

Section 5.04 Commencement of Construction. Members shall commence construction within two years of purchasing a Lot. Commencement of construction means any clearing of land, excavation, or other substantial action at the site. Owners must obtain requisite permits, contracts, and any other required documents before commencement of construction per the laws of Texas and any ordinances or county regulations.

Section 5.05 Signs. No sign of any kind shall be displayed to the public view on or from any part of any Lot, except signs of not more than five square feet, advertising the Lot for sale or rent, or signs of architects and builders during the period of construction and sale of improvements on any Lot. Religious signs may be displayed pursuant to the laws of the State of Texas.

Section 5.06 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept, on any Lots, except that dogs, cats or other domestic household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No pets may run at large in Cypress Villas, and any pets that constitute a nuisance or health hazard to the residents shall be promptly removed pursuant to State Law.

Section 5.07 Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

Section 5.08 Trash. No Lot shall be used or maintained as a dumping ground for rubbish, nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors. Trash, garbage, or other waste shall not be kept except in sanitary containers. Such containers shall be kept out of sight and away from view of the street. All structures erected to store trash cans must be approved by the Architectural Control Committee. All incinerators, containers, or other

equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

Section 5.09 Building Material. No building material of any kind or character shall be placed or stored upon a Lot until the Owner is ready to commence improvements and then such materials shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed in the street. No stumps, trees, underbrush, or any refuse of any kind, nor scrap material from the improvements being erected on any Lot shall be placed on any adjoining Lots or streets. All such material, if not disposed of immediately, must remain on the Lot on which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the Property.

Section 5.10 Temporary Structures. No trailer, tent, shack, garage, or any structure of a temporary character shall at any time be erected or used on any Lot as a residence or business, either temporarily or permanently, except during actual construction of a building being erected thereon, and then such temporary structure must be on the Lot on which construction is in progress and not on adjoining Lots, streets, or easements, and at completion of construction, the temporary structure must be removed immediately. No such temporary structure shall be used for residential purposes during construction. No garage or outbuilding shall ever be used as a residence or business, either temporarily or permanently. Notwithstanding the foregoing, nothing contained herein shall prohibit the location of a trailer, mobile home, or other temporary structure on any part of the Property for use temporarily as a sales office for homes erected or to be erected by builders or developers.

Section 5.11 Vehicle Storage. No owner of any Lot shall be permitted to perform work on automobiles or other vehicles in driveway or streets abutting such Lot other than work of an emergency or temporary nature on the Owner's vehicle. No motor vehicle or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, camper, rig off the truck, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of the Lot,

easement, right-of-way, or Common Areas or in the street adjacent to such lot, easement, right-of-way, or Common Areas unless such vehicle or object is completely concealed from public view inside a garage, enclosure approved by the Architectural Control Committee or an area adequately screened by planting or fencing so as not to be seen at ground level from any other Lot. The foregoing prohibition does not apply to passenger automobiles, passenger vans, motorcycles, or pickup trucks that are in operating and in attractive condition, having no commercial advertising thereon that has not been approved by the Board of Directors of the Association, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Texas, and which do not exceed six feet, six inches in height or seven feet, six inches in width, or twenty-one feet in length, unless approved by the Board (each a "permitted vehicle"). No vehicle shall be parked such as to obstruct or block a public sidewalk. No vehicle shall be parked on the grass or lawn of a Lot. No vehicle may be repaired on a Lot where such vehicle is not concealed from view inside a garage or other approved enclosure. This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity. No more than two (2) permitted vehicles owned or being used by occupants or residents of a Lot may be parked on the street adjacent to such Lot.

Section 5.12 Window units and/or window covering. Window units are strictly prohibited. Sheets are not permitted as window coverings. Owners may use two-inch blinds for privacy.

Section 5.13 Fences. All fences shall be 7 feet or shorter. Cedar plank fencing may be stained and sealed but shall not be painted. Stain colors shall be approved by the Architectural Review Committee.

Section 5.14 Drainage. Natural, established drainage patterns of streets, Lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be sufficient in size to afford proper drainage of ditches without backing water up into said ditch or diverting flow of natural drainage. Drainage plans shall be submitted with the Application/Plans/Specifications referenced in Article IV.

Section 5.15 Firearms. The use or discharge of firearms is expressly prohibited within the Association.

Section 5.16 Carports. If open carports are used, no storage shall be permitted therein that is visible from the street or from any other Lot.

Section 5.17 Fires. Exterior fires are only permitted in barbeque and incinerator receptacles.

Section 5.18 Owner's Duty of Maintenance. The Owners and Occupants of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Property so owned or occupied including buildings, improvements and grounds in connection therewith, in a well- maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

1. Prompt removal of all litter, trash, refuse, and wastes.
2. Watering.
3. Keeping parking areas and driveways in good repair.
4. Complying with all government health and policy requirements.
5. Repair of exterior damage to buildings and improvements and repainting of buildings and improvements when necessary. Keeping building exteriors aesthetically pleasing and in good repair.
6. Keeping side yards free and clear of any Landscaping, fences, or other improvements that would impede or interfere with the flow of stormwater to a street or storm inlet.

Section 5.19 Enforcement. The covenants, conditions and restrictions set forth herein are

enforceable by the Association or the Owner of any Tract through a proceeding brought at law or in equity, including, but not being limited to, an action for actual damages, which shall include, but being without limitation, damages or penalties provided for by the Texas Property Code or under other applicable law, or through proceedings for a temporary restraining order, temporary or permanent injunction. Each Tract Owner agrees that should the Association seek injunctive relief hereunder, the Association need not prove that it has no adequate remedy at law relative to the violation or injury complained of. Specifically, The Association (and any Owner with respect only to the remedies described in below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Member. Without limiting the generality of the foregoing, the Association by any one or more of the following means:

1. by entry upon any property within the Subdivision after notice and hearing unless a bona fide emergency exists in which event this right of entry may be exercised without-notice (written or oral) to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person, without liability by the Association to the Owner thereof, for the purposes of enforcement of the Declaration or the Rules and Regulations;
2. by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations; by exclusion after notice and hearing of any Member from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member, unless the breach is a continuing breach in which case exclusion shall continue for so long as such breach continues;
3. by levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member which assessment shall reimburse the Association for the costs incurred by the Association in connection with such breach;
4. by levying and collecting, after notice and hearing reasonable and uniformly applied fines and penalties (all of which are to be paid to Olde Cypress Mill Property Owners Association, Inc.) (including attorney's fees), according to the following fee schedule: A

fine of \$100.00 will be assessed for the first violation; a fine of \$200.00 daily will be assessed each day thereafter until the violation is cured or abated, from any Member or for breach of this Declaration or such Rules and Regulations by such Member; and

5. by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Before the Board may invoke the remedies provided above, it shall give registered notice of such alleged violation to Owner and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Developer, or of any Owner to take any action upon any breach or default with respect to any of the forgoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach of default.

ARTICLE VI

RESERVATION AND GRANT OF EASEMENTS

Section 6.01 Utilities. Easements for installation, construction, reconstruction, patrolling, inspection, maintenance, repair, removal, and/or addition of utility systems or facilities and for ingress and egress to or from and upon such utility easements are originally reserved by Declarant as shown on the plats of the Property, the provisions of said plats pertaining to the use of land situated within such utility easements being hereby referred to and incorporated herein for all purposes. Full right of ingress and egress shall be had by any municipal authority which provides utilities to the Property, at all times over any dedicated easement for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. All claims for damages, if any, arising out of the construction, reconstruction, patrolling, inspection, maintenance, repair removal and/or addition of utilities or on account of temporary or other inconvenience caused thereby, any utility company or municipality, or any of its agents or servants, are hereby waived by the Owners.

ARTICLE VII COMMON PROPERTIES

Section 7.01 Easements of Enjoyment. Subject to the provisions of Section 3 hereof, every Member of the Association shall have a non-exclusive right of easement of enjoyment in and to the Common Areas.

Section 7.02 Title to Common Areas. The Association shall be responsible for their operation, repair and maintenance of the Common Areas in accordance with this Declaration.

Section 7.03 Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association to establish rules and regulations governing the Members' use and enjoyment of the Common Areas, and to suspend the enjoyment rights of any Member for any reasonable period of time for any infraction of such rules and regulations.
2. The right of the Association to sell, convey or dedicate to the appropriate governmental authority the Common Areas, or any part thereof, provided such sale, conveyance or dedication is approved by the majority of the Board of Directors at a regularly held meeting or special meeting.
3. The right of the Association to borrow money for the purpose of improving, maintaining, or repairing the Common Areas, or any part thereof, and to mortgage the Common Areas, or any part thereof, provided the mortgaging of the Common Areas is approved by a majority of the total eligible votes of each class of Members of the Association voting in person or by proxy, at a meeting duly called for such purpose.
4. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas, or any part thereof, against foreclosure.
5. The right of the Association to suspend the right to use the Common Areas of any Member

for any period during which any assessment or other amount owed by the Member to the Association remains unpaid or during which such Member is in violation of any of the provisions of this Declaration.

6. The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities that may be a part of the Common Areas.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.01 Amendment. This Declaration may be amended or terminated at any time by a majority of the membership of the Association voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty days in advance of the meeting and shall set forth the purpose of such meeting, or by the written consent of Members holding a majority of the total eligible votes of the Members of the Association. Any such amendment or termination shall become effective when an instrument is filed for record in the Official Public Records of Real Property of Harris County, Texas, with the signatures of the requisite number of Members. The filing may include a certificate signed by the Secretary attesting that the requisite number of members voted and passed such amendment.

Section 8.02 Waiver. The Association, every Owner of any part of the Property and their respective legal representatives, heirs, successors and assigns, shall have the right (but not the duty) to enforce this Declaration and the covenants, restrictions, conditions, charges and liens contained herein. Lack of Enforcement by the Association or any respective legal representative, successors, and assigns does not constitute a waiver of such Enforcement of any part of the Declarations.

Section 8.03 Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other

paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Section 8.04 Titles. The titles, headings and captions that have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 8.05 Number of Gender of Words. Whenever used in this Declaration, the singular number shall include the plural where appropriate, and vice versa; words of any gender shall include each other gender, where appropriate.

Section 8.06 Insurance. The Board of Directors of the Association shall obtain insurance in case of destruction or damage to Common Areas, Common Facilities and Detention/Drainage Areas (the premiums for which shall be a common expense payable from property assessments). The Board of Directors shall also obtain director and officer's insurance.

Section 8.07 Bylaws of the Association. This Declaration contemplates and refers to Bylaws of the Association. No rights of Members created or described herein, and no provision hereof, shall impair, invalidate or limit the power and authority of the Bylaws to (i) determine or set standards for determining which votes of Members of the Association are "eligible votes," (ii) set quorum requirements for the effective conducting of meetings of Members, the Board or any committee, authorize actions to be taken by Members, the Board or any committee by written consent of appropriate percentages, even without a meeting or prior notice, (iv) set meeting and notice requirements for subject matters addressed in the Bylaws, and (v) otherwise to limit, enhance, impair and modify the voting rights and procedures provided for in this Declaration or under the Texas Non Profit Corporation Act; provided that, the Bylaws cannot (i) alter the prescribed percentage of votes necessary to amend a specific clause of this Declaration (subject to the determination of quorum and of "eligible votes"), (ii) alter the prescribed percentage of affirmative votes required for action to be taken under and as prescribed by this Declaration (subject to the determination of quorum and of "eligible votes").

To the extent that the Bylaws provide for a method of delivery (and the effectiveness thereof) of a

notice to a Member, a director or the Association for a purpose stated in the Bylaws, and such method or effectiveness is inconsistent or in conflict with the methods of delivery (or the effectiveness thereof) allowed or prescribed by this Declaration, the provisions of the Bylaws shall be controlling.

Section 8.08 Property Subject to Declaration. The real property covered by this Declaration is all of the real property a portion of which land is currently subdivided as CYPRESS VILLAS, a subdivision in Harris County, Texas, according to the Recorded Plat under file #F353100.

Section 8.09 Additional Property Subject to Declaration. Additional property may be added to, or made subject to this Declaration and the covenants, restrictions, conditions, easements, charges and liens set forth herein, in the following manner:

Additional property may be annexed by Supplemental Declaration into the jurisdiction of the Association with the consent of sixty-seven (67) percent of the total eligible votes of the Members of the Association voting in person or by proxy at a meeting called for such purposes. The Owners of Lots in such annexed property shall be entitled to the use and benefit of all Common Areas, provided that the Lots in such annexed property shall be impressed with and subject to assessments by the Association as herein specified on a uniform, per Lot basis.

Section 8.10 Merger and Consolidation. Upon a merger or consolidation of the Association with another non-profit corporation organized for the same purposes, the Association's properties, rights, and obligations may be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants, conditions and restrictions established by this Declaration, together with the covenants, conditions and restrictions applicable to the properties of the other association as one scheme. However, such merger or consolidation shall not affect any revocation, change or addition to the covenants established by this Declaration and no merger or consolidation shall be permitted except with the consent of the

holders of sixty- seven (67) percent of the total eligible votes of each class of Members of the Association voting in person or by proxy at a meeting called for such purpose.

Section 8.11 Winding Up. The Association may be wound up and terminated with the assent given in writing and signed by not less than sixty-seven (67) percent of the total eligible votes of each class of Members voting in person or by proxy at a meeting called for such purpose. Upon winding up of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization devoted to such similar purposes.

EXECUTED to be effective as of the date set forth above.

OLDE CYPRESS MILLS PROPERTY
OWNERS ASSOCIATION, INC.

_____, President

[LEFT INTENTIONALLY BLANK]

COUNTY OF HARRIS §
 §

BEFORE ME, the undersigned, a notary public in the, on this date personally appeared _____, President, known to be the person whose name is subscribed to the foregoing instrument and being by me first duly sworn and declared that s/he executed same in the capacities and consideration therein expressed.

This ____ day of _____ 2022.

Notary

CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

“I, _____, Secretary for the Olde Cypress Mill Property Owners Association, Inc. hereby certify that the above Amended Declaration of Covenants, Conditions, and Restrictions were presented to the voting members and were adopted and approved by a majority of the members at a meeting on ____ day of _____, 20____ where a proper quorum was present.”

_____, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a notary public in the, on this date personally appeared _____, Secretary, known to be the person whose name is subscribed to the foregoing instrument and being by me first duly sworn and declared that s/he executed same in the capacities and consideration therein expressed.

This ____ day of _____ 20____.

Notary

BY LAWS OF _____

ARTICLE I. DEFINITIONS

1. **DEFINITIONS.** Words and phrases defined in the Declaration have the same meanings when used in these Bylaws.
 - a. **PROPERTY.** These Bylaws provide for the governance of _____, the homeowners association planned community located in _____ County, Texas, a plat describing the property subject to the Declarations and Bylaws filed in the _____ County Real Property Records File # _____ (the "Property").
 - b. **OWNER.** Owner shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any lot which is part of the Subdivision. In the event of an executory contract for installment sale or contract for deed covering any lot, the Owner shall be the seller named in the contract.
 - c. **LOT.** Lot shall mean and refer to the numbered lots used for residential purposes only as shown on the recorded plat referenced above in Section 1(a).
 - d. **DECLARATION.** The Property is subject to a number of publicly recorded documents, including the Declaration of Covenants, Conditions, and Restrictions for _____, recorded in the Real Property Records of _____ County, Texas File # _____ and any amendments thereafter (the "Declaration"). In the event any provision in these Bylaws is inconsistent with any provision in the Declaration, the provision in the Declaration and any amendments to the Declarations shall control. If a term is not defined in the Declarations or in these Bylaws the plain meaning of the word shall be used.

ARTICLE II. INTRODUCTION

1. **APPLICABLE LAW.** The Association is a legal entity governed by the Texas Business Organizations Code and the Texas Property Code (the "Code"). It is a domestic nonprofit corporation subject to Chapter 22 of Title 2 of the Code, the Texas Nonprofit Corporation Law.
2. **GENERAL POWERS AND DUTIES.** The Association, acting through the board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property as may be required or permitted by the Governing Documents and applicable law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its members, subject only to limitations upon the exercise of such powers as may be

contained in applicable law or the Governing Documents.

ARTICLE III. MEMBERSHIP

- 1. MEMBERSHIP.** The membership of the Association shall consist of owners of the lots. In accordance with the Declarations, no owner, whether one or more Persons, shall have more than one membership per Lot owned. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the Association's Bylaws and Declarations. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation and/or persons or entities who own only an easement.

ARTICLE IV. MEMBERSHIP MEETINGS

- 1. ANNUAL MEETING.** An annual meeting of the Association shall be held once each year. At annual meetings the members will elect directors in accordance with these Bylaws and may also transact such other business of the Association as appropriate.
- 2. SPECIAL MEETINGS.** It is the duty of the president to call a special meeting of the Association if directed to do so by a majority of the board or by one or more petitions signed by owners of at least 20 percent of the lots in the Property. If the petition process is used, petitions may be in any form that is customary for the time. The board may not require a specific form of petition, nor require that the petition be offered to every member of the Association. Owner's printed names, signatures, date, and owner addresses must be included on any petition, though signatures need not be notarized. An electronic or faxed petition is acceptable if the "signer's" identity is reasonably discernable.
 - a. Special Meeting Notice.** Within 30 days after the board resolution or receipt of petition, the board must give all members notice of the special meeting. If the board fails or refuses to call the special meeting in a timely manner, an ad hoc committee of owners may do so provided that the document giving notice of meeting names the ad hoc committee and its individual members, and further provided that the notice is delivered to an owner of every lot. The notice of any special meeting must state the time, place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.
- 3. PLACE OF MEETINGS.** Meetings of the Association may be held at the Property or at a suitable place convenient to the members, as determined by the board.
- 4. QUORUM.** At any such meeting of the members, the presence of members in person and/or by proxy holding twenty-five percent (25%) of all members of the Association, shall

constitute a quorum. By proxy ballots, electronic ballots, and absentee ballots may be used to establish a quorum. In any case, if a quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereof, whether present in person or represented by proxy, or absentee ballot or electronic ballot, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting and shall reconvene the meeting whereby the quorum shall be half (1/2) the required quorum. Any reconvened meeting must be called within 60 days of the adjourned meeting. At any reconvened meeting of the members, any business may be transacted which might have been transacted at the meeting as originally notified.

5. **MEETINGS BY REMOTE COMMUNICATIONS.** Members of the Association may participate in and hold meetings of the Association by means of electronic town halls, conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate concurrently. Participation in the meeting constitutes presence in person at the meeting.
6. **NOTICE.** Notice of date time and place of Meetings shall be provided to owners either by:
 - a. Mailing notice no later than the 10th day or earlier than the 60th day before the date of the meeting; or
 - b. 144 hours before the start of a regular board meeting by posting the notice in a conspicuous manner reasonably designed to provide notice to members.
 - i. A conspicuous place may be on association common property; or
 - ii. on any internet website available to association members; or
 - iii. by sending notice to the member's email address, but only by owner's consent

ARTICLE V. VOTING

1. **VOTING.** Voting shall be on a one vote per lot basis. The Owner or Owners of each lot are entitled to one vote for each lot owned in the Subdivision. If record title to a particular lot is in the name of two or more persons, all co-owners shall be Members and may attend any meetings of the Association. Voting rights are not permitted to be divided into fractional votes. Each co-owner may exercise the right to submit the vote appurtenant to each lot and such vote shall be binding and conclusive on all of the other co-owners. Co-owners are encouraged to meet before the meeting requiring a vote to discuss how the vote will be cast and who will cast the vote. If more than one vote is cast for one lot, all votes for that lot are void.
2. **METHOD.** Voting shall be governed by the Texas Property Code and the Texas Business and Commerce Code. Each ballot submitted to members will describe and list each proposed action to be voted on and an option for the voter to either vote yes or no for each

proposed action. Instructions for each type of delivery must be included on each ballot for members. Any member that attends the meeting in person cannot then submit a ballot electronically, by proxy, or by absentee ballot. At all meetings of Members, votes may be cast by attending in person, by proxy (all by proxy ballots may be valid for 11 months only), and electronic mail or facsimile. Electronic ballots, absentee ballots and by proxy ballots may be used for the purpose of establishing a quorum in accordance with Texas Property Code §209.00592. Absentee ballots must include the following language:

“By casting your vote via absentee ballot, you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in person vote will prevail.”

3. **CUMULATIVE VOTING.** Cumulative voting is not permitted.

ARTICLE VI. DIRECTORS

1. **NUMBER AND TERM OF OFFICE.** The board will consist of at least three persons. The number of directors may be changed by Resolution of the Board of Directors but may not be less than three. Upon election, each director will serve a term of 2 years (all terms must be staggered). A director takes office upon the adjournment of the meeting or balloting at which s/he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his/her successor is elected or appointed.
2. **STAGGERED TERMS.** To maintain staggered terms, two directors will be elected in even-numbered years, and one director will be elected in odd-numbered years. To establish staggered terms, at the first election, the candidates receiving the most votes will serve 2-year terms, and the candidate receiving the next-highest votes will serve initial terms of one year. Thereafter, their successors will serve 2-year terms.
3. **QUALIFICATION.** All directors must be members of the Association. If a lot is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity member is eligible to serve as a director and is deemed to be a member for the purposes of this section. If the relationship between the entity member and the director representing it terminates, that directorship will be deemed vacant.
4. **ELECTION.** Directors will be elected by the members of the Association. The election of directors will be conducted at the annual meeting of the Association.
5. **VACANCIES.** Vacancies on the board caused by any reason are filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the board. Each director so appointed by the board serves until the vacant board position's term expires.

6. REMOVAL OF DIRECTORS.

- a. **Removal by Members.** At any annual meeting of the Association or at any special meeting of the Association called for the purpose of removing a director, directors may be removed with or without cause by members representing at least two-thirds of the votes present in person or by proxy at the meeting, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members must be given an opportunity to be heard at the meeting.
 - b. **Removal by Directors.** A director may not be removed by the officers or by the remaining directors, except for the following limited reasons for which a director may be removed by at least a majority of the other directors at a meeting of the board called for that purpose:
 - i. The director is a party adverse to the Association, the board, or a committee of the Association in pending litigation to which the Association, board, or committee is a party, provided the Association did not file suit to effect removal of the director.
 - ii. The director has refused or failed to attend 3 or more meetings of the board during the preceding 12 months, provided s/he was given proper notice of the meetings.
7. **POWERS AND DUTIES.** Generally, the board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property. The board may do all acts and things except those which, by applicable law or the Governing Documents, are reserved to the members and may not be delegated to the board. Without prejudice to the general and specific powers and duties set forth in applicable law or the Governing Documents, or powers and duties as may hereafter be imposed on the board by resolution of the Association, the powers and duties of the board include, but are not limited to, the following:
- a. **Appointment of Committees.** The board, by resolution, may from time to time designate committees to advise or assist the board with its responsibilities. The resolution may establish the purposes and powers of the committee created, provide for the appointment of a chair and committee members, and may provide for reports, termination, and other administrative matters deemed appropriate by the board. Members of committees will be appointed from among the owners and residents. The board may not appoint a committee to act in its place in managing the affairs of the Association.
 - b. **Manager.** The board may employ a manager or managing agent for the Association, at a compensation established by the board, to perform duties and services authorized by the board.

8. **COMPENSATION.** A director, officer, member, or resident is not entitled to receive financial or monetary profit from the operation of the Association, and no funds or assets of the Association may be paid as salary or compensation to, or be distributed to, or inure to the benefit of a director, officer, member, or resident. Nevertheless, reasonable reimbursement of expenses paid in connection with the administration of the affairs of the Association by a director may be paid with proper documentation.
9. **ASSOCIATION CONTRACTS.** The Association may enter into an enforceable contract with a current Association Board Member and/or a person related to a current Association Board Member within the third degree by consanguinity or affinity pursuant to Texas Property Code §209.0052. The following conditions must be followed:
 - a. The board member, relative, or company bids on the proposed contract and the association has received two other bids from individuals or companies not related or serving on the board
 - b. The board member
 - i. Does not have access to other bids;
 - ii. Does not participate in the discussion regarding the contract;
 - iii. Does not vote on the award of the contract.

ARTICLE VI. ELECTIONS

1. **RULES AND PROCEDURES.** The laws listed in the Texas Property Code shall govern conducting Elections for the Association. Directors may adopt rules and procedures for the conduct of annual elections of Directors, provided that such rules and procedures are not inconsistent with Texas law or these Bylaws.

ARTICLE VII. BOARD MEETINGS

1. **OFFICER ELECTIONS.** The next meeting after the annual meeting, the directors will convene for the purpose of electing officers. The time and place of the meeting will be fixed by the board and announced to the directors.
2. **PLACE OF BOARD MEETINGS.** The board will conduct its meetings at a location that is reasonably convenient for the greatest number of directors, and at a place or facility that is sufficiently large to accommodate the number of owners who typically attend board meetings as observers. The decision of where to meet may be made on a meeting-by-meeting basis by the officer or director who calls the meeting, by board resolution, or by any other practice that is customary for property owners associations. The board is not required (1) to conduct its meetings at the Property, (2) to maintain a fixed place for its meetings.
3. **TYPES OF BOARD MEETINGS.** Regular meetings of the board may be held at a time

and place that the board determines, from time to time. In case of emergency, the board may convene an emergency meeting for the purpose of dealing with the emergency without notice to members, but any action must be ratified at the next meeting after an emergency meeting is called. Emergency meetings may be held electronically.

4. **CONDUCT OF MEETINGS.** The president presides over meetings of the board (unless s/he cannot preside and in that case the Secretary presides over meetings) and the secretary keeps, or causes to be kept, a record of resolutions adopted by the board and a record of transactions and proceedings occurring at meetings. When not in conflict with law or the Governing Documents, the then current edition of Robert's Rules of Order governs the conduct of the meetings of the board.
5. **QUORUM.** At meetings of the board, a majority of directors constitutes a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present are the acts of the board. If less than a quorum is present at a meeting of the board, the majority of those present may adjourn the meeting from time to time. At any reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice.
6. **MINUTES.** The written report of a board meeting is not the minutes of the meeting until approved by the directors at a future meeting. The minutes must report actions taken by the board, but need not report the substance of discussion.
7. **AUDIO RECORDING.** No audio or video recording of the meeting may be made, except by the board or with the board's prior express consent.
8. **EXECUTIVE SESSION.** The board may adjourn any regular or special meeting of the board and reconvene in executive session. At the end of the executive session, the board must return to the open meeting and announce the general nature of the business that was considered in executive session.
9. **Electronic Meetings.** Members of the board or any committee of the Association may participate in and hold meetings of the board or committee by means of conference telephone or similar communications or electronically by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting.
10. **NOTICE.** Notice is governed by the Texas Property Code. Notice of date time and place of Meetings shall be provided to owners either by:
 - a. Mailing notice no later than the 10th day or earlier than the 60th day before the date of the meeting; or
 - b. 144 hours before the start of a regular board meeting by posting the notice in a conspicuous manner reasonably designed to provide notice to members. A conspicuous place may be considered:
 - i. On association common property; or

- ii. On any internet website available to association members; or
- iii. By sending notice to the member's email address, but only by owner's consent

ARTICLE IX. OFFICERS

1. **DESIGNATION.** The principal officers of the Association are the president, the secretary, and the treasurer.
2. **ELECTION OF OFFICERS.** The officers are elected by the directors at the next meeting immediately after the Annual Meeting of members. Except for resignation or removal, officers hold office until their respective successors have been designated by the board.
3. **REMOVAL AND RESIGNATION OF OFFICERS.** A majority of directors may remove any officer, with or without cause, at any regular meeting of the board or at any special meeting of the board called for that purpose. A successor may be appointed at any regular or special meeting of the board called for that purpose. An officer may resign at any time by giving written notice to the board. Unless the notice of resignation states otherwise, it is effective when received by the board and does not require acceptance by the board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the board.
4. **DESCRIPTION OF PRINCIPAL OFFICES.**
 - a. **President.** As the chief executive Officer of the Association, the president: (1) presides at all meetings of the Association and of the board; (2) has all the general powers and duties which are usually vested in the office of president of an organization; (3) has general supervision, direction, and control of the business of the Association, subject to the control of the board; and (4) sees that all orders and resolutions of the board are carried into effect.
 - b. **Secretary.** The secretary: (1) keeps the minutes of all meetings of the board and of the association; (2) has charge of such books, papers, and records as the board may direct; maintains a record of the names and addresses of the members for the mailing of notices; and in general, performs all duties incident to the office of secretary. (3) Presides over any meetings if the President is not available to complete his/her duties for any reason.
 - c. **Treasurer.** The treasurer: (1) is responsible for Association funds; (2) keeps full and accurate financial records and books of account showing all receipts and disbursements; (3) prepares all required financial data and tax returns (unless prepared by the management company); (4) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the board; (5) prepares the annual and supplemental budgets of the Association; (6) reviews

the accounts of the managing agent on a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (7) performs all the duties incident to the office of treasurer.

ARTICLE X. AMENDMENTS

1. AMENDMENTS

a. **Proposal.** The Association will provide or make available to an owner of each lot with a description, if not exact wording, of any proposed amendment. The proposed amendment, description of the proposed amendment, or instructions for obtaining a copy of the proposed amendment at no cost will be included in the notice of any annual or special meeting of the Association at which the proposed amendment is to be considered.

b. **Membership vote.** Subject to the following limitation, an amendment of these Bylaws must be approved by members representing at least a majority of the votes present (in person or by proxy/electronic ballot/absentee ballot) at a properly called meeting of the Association for which a quorum is obtained. More specifically, an amendment to these Bylaws may be proposed on the floor and as long as a quorum (in person or by proxy/electronic ballot/absentee ballot) is established and can be voted on and passed by the voters present. This section, however, may not be amended without the approval of owners representing at least a majority of the total lots in the Property.

c. **Form of Amendment.** To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, and the recording data of these Bylaws and any amendments hereto; (2) signed and acknowledged by at least one officer of the Association, certifying the requisite authority and/or approvals; and (3) recorded in the Office of Public Records of Montgomery County, Texas. An amendment is effective immediately if adopted at an Association meeting at which a quorum is present.

ARTICLE XI. MISCELANEOUS

1. **CONFLICTING PROVISIONS.** If any provision of these Bylaws conflicts with any provision of the applicable laws of the State of Texas, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect. If a provision of the Association's certificate of formation or Articles of Association conflicts with these Bylaws, the certificate of formation or Articles controls. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

2. **SEVERABILITY.** Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by

judgment or court order, does not affect any other provision which remains in full force and effect.

- 3. **WAIVER.** No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
- 4. **INSPECTION OF BOOKS AND RECORDS.** Books and records of the Association will be made available for inspection and copying pursuant to applicable law. A member, at member's expense, may obtain photocopies of books and records for which the board grants the right of inspection. The board has the right to retain possession of the original books and records, to make copies requested by the member, and to charge the member a reasonable fee for copying. The Board of Directors may adopt a resolution detailing specifically the rules and procedures for retention of books and records and production of such records.
- 5. **MEMBERSHIP LIST.** The board must maintain a comprehensive list of Association members. The Association must make the membership list available to any owner on written request and may charge a reasonable fee for cost of copying and delivering the owners list.

CERTIFICATION &. ACKNOWLEDGMENT

As the Board President of _____, I certify that the foregoing Bylaws of Association were adopted for the benefit of the Association by _____ - as required by the _____ in the _____ County Real Property Records, at a regular meeting called by a majority of the Directors for the purpose of adopting these Bylaws.

SIGNED this _____ day of _____ 2022.

_____, President

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2022 by
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_____, President of _____, a Texas non-profit corporation.

NOTARY PUBLIC, STATE OF TEXAS

DRAFT