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CYPRESS VILLAS, A REALTY SUBDIVISION

RECORDER'S MEMORANDUM:
In Recording This Instrument It Was Necessary
To Place On The Recordation The Notation
or Notations As Shown.

Lee

Declaration of
Covenants,
Restrictions and Reservations

APR 16 1975 10 58 73 4F 217005 10 00 00

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173-05-0552

STATE OF TEXAS X
COUNTY OF HARRIS X

KNOW ALL MEN BY THESE PRESENTS

That this declaration made by the date set forth hereinafter, by
Bridgeway Construction Corporation, a Texas corporation, hereinafter referred
to as "Declarant,"

WITNESSETH:

Whereas, Declarant is the owner of ^{all that} certain property in the County of Harris,
State of Texas, which property has been subdivided and platted, and was filed
on January 27, 1975 and duly recorded on January 28, 1975 under County Clerks
file No. E 353100 in Volume 223, Page 29 in map records of said County, and
known as Cypress Villas.

Whereas, Declarant desires to create and adopt a general and uniform plan of
covenants, restrictions, and reservations to govern the use, development,
improvement and sale of lots in Cypress Villas for the benefit and protection
of each lot and designated to make the property in Cypress Villas more attractive.

NOW, THEREFORE, Declarant hereby declares that all of the lots shown on said
Plat, and any additional property annexed thereto and made part of Cypress Villas,
pursuant to Article 10, hereof, shall be held, used, sold, and conveyed subject
to the following easements, restrictions, covenants, charges, assessments and
liens, all of which are for the purpose of providing a substantially uniform plan
for the development of the property shown on the Plat and enhancing and pro-
tecting the value, desirability and attractiveness of the property within Cypress
Villas. These easements, covenants, restrictions and reservations are binding
on all parties having or acquiring any right, title or interest in the above des-
cribed property or any part thereof, and shall insure to the benefit of each owner
thereof.

Article 1 Definitions

In this instrument, each of the following terms shall be defined as follows:

Section 1 - "Association" shall mean and refer to Cypress Villas Property
Owners' Association, Inc. a Texas non-profit corporation, its successors and
assigns. A copy of the By-Laws of the Association shall be furnished to each
purchaser of property, hereinafter defined, upon request.

Section 2 - "Property" shall mean and refer to that certain tract of real property
comprising Cypress Villas and such additions as may hereafter be made thereto
and brought within jurisdiction of the Association.

Section 3 - "Lot" shall refer to any parcel of property to be conveyed by Declarant
to an Owner, regardless of whether the same shall be a homesite Lot, townhouse,
flag, condominium.

RECORDER'S MEMORANDUM:
This instrument is not satisfactory for photographic
recording due to carbon or photo copy, discolored
paper, etc., or due to illegibility. All block-outs, ad-
ditions and changes were present at time instrument
was filed and recorded.

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COPY

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Section 4 - "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property. Those having such interest merely as security for the payment of a debt or the performance of an obligation shall not be considered as an owner.

Section 5 - "Declarant" shall mean and refer to BRIDGEWAY CONSTRUCTION CORPORATION, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6 - Declarant has reserved for apartment or condominium reserve or other uses, all property shown on recorded plat as reserves and fronting either on Kuykendahl Road and Cypress Wood Drive. Anything herein shall be construed to prohibit Declarant, its successors or assigns, of imposing restrictions on such reserve for the purposes of apartment or condominium usage.

Section 7 - Declarant has reserved for commercial reserve or other uses, all property shown on recorded plat as reserves and fronting either on Kuykendahl Road and Cypress Wood Drive. Anything contained herein shall be construed to prohibit Declarant, its successors or assigns, of imposing restrictions on such reserve for the purposes of commercial usage.

Section 8 - Declarant has reserved for office reserve or other uses, all property shown on recorded plat as reserves and fronting either on Kuykendahl Road and Cypress Wood Drive. Anything contained herein shall be construed to prohibit Declarant, its successors or assigns, or imposing restrictions on such reserve for the purposes of office reserve usage.

Article 11. Covenant for Assessments.

Section 1 - Creation of the Lien and Personal Obligation of Annual Assessments

The Declarant, as agent for each Lot owner within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, it is deemed to covenant and agree to pay to the Association the annual assessments or charges which shall be hereafter from time to time fixed, established, and collected by the Association as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land affected thereby and shall be secured by a continuing lien which is hereby reserved in favor of the Association and its successors and assigns, upon each Lot against which each such assessment is made, to the same extent as if retained by Declarant and expressly assigned to the Association without recourse to such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when each such assessment becomes due and payable. Such personal obligation shall not pass to the successors in title to such Lot unless expressly assumed by them. However, such lien shall be subordinate to lending institutions first lien.

Tennis courts and swimming pool shall be separate and apart and known as "The Club". The estimated cost of membership is \$10.00 per month per home owner. The Declarant, BRIDGEWAY CONSTRUCTION CORPORATION, guarantees those home owners electing to join The Club for a period of one year to have costs not to exceed \$11.20 per month for the years 1977 and 1978.

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Section 2 - Purpose of Assessments

The annual assessments levied by the Association shall be used exclusively for the purpose of providing a fund for the recreation, health, safety, and welfare of the residents in the Property, for the improvement and maintenance of the Property, and of any and all common areas or facilities which may be hereafter established by the Declarant or the Association for the benefit of the residents. They shall include, but are not limited to, funds for the actual cost to the Association of providing (I) care and maintenance of the property, including, but not limited to mowing grass, caring for the grounds, sprinkler system, landscaping, purchasing any and all equipment necessary to provide such services and obtaining and maintaining storage and service facilities for such equipment: (II) security guards for the protection of the property and residents; (III) periodic garbage and trash pickup and disposal services; (IV) maintenance and repair of all commonly owned lanes or driveways; (V) fire and extended insurance coverage for facilities and any improvements constructed by Association or Declarant within the commonly owned Property; (VI) street lights for the Property; (VII) the maintenance and repair of the roads, curbs, etc; and (VIII) other charges required to be paid by this Declaration of Covenants, Reservations and Restrictions or that the Association shall determine to be necessary to meet the purposes of the Association, including the establishment and maintenance of a reserve for repair, maintenance and other charges as may be specified herein.

Additional declarations, restrictions, reservations and conditions may be established by Declarant for any or all of the particular property sections (set forth in Article 1, Sections 6 through 8 above) to establish maintenance funds for such sections for services in addition to the above services.

Section 3 - Amounts of Assessment

The amount of the annual assessment against all Lots in the Property for each year shall be fixed, determined and established by the Association at least sixty (60) days prior to January 1 of such year, and such amount shall be based on the judgement of the Association as to its anticipated financial requirements during the ensuing year in order to fulfill its purposes as set forth herein and in its Articles of Incorporation and By-Laws. The determination of the Association as to the amount of the annual assessment against such Lots shall be final and conclusive as to all Owners of Property. The total amount of the assessment against all Lots shall be allocated to each Lot on a lot-by-lot basis as calculated by the Association. The owners of each Lot shall be notified of the amount of the annual assessment against his Lot for the next succeeding year at least ten (10) days prior to January 1 of each year, and such amount shall be due and payable annually by the fifteenth (15th) day of January. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

RECORDER'S MEMORANDUM:
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recording due to carbon or photo copy, discolored
paper, etc., or due to illegibility. All block-outs, ad-
ditions and changes were present at time instrument
was filed and recorded.

Section 4 - Date of Commencement of Annual Assessments: Due Dates

The annual assessments provided for herein shall commence as to each Lot on the first day of the month immediately following the month in which the fee simple title to such Lot is transferred by Declarant to an Owner except that no assessment shall be due and payable until January 1, 1978. The first annual assessment shall be prorated according to the number of months remaining in the calendar year during which the initial assessment is made.

Section 5 - Special Assessments

The Association shall also have the right, at its option, to make special assessments against any Lot of such amount or amounts as may be necessary to reimburse the Association for all costs and expenses incurred by it as a result of any misuse or abuse of or damage to any property or facilities of the Association or any misuse or abuse of any of the services provided by the Association, by the Owner of such Lot, members of his family or his guests or other invitees. The Owner of any Lot shall be notified in writing of any such special assessment, and the amount of such assessment shall be due and payable within thirty (30) days after the date such notice is given. Any such special assessment shall be secured by lien in favor of the Association in the same manner that the annual assessments are so secured. Special assessments may also be made for exterior maintenance.

Section 6 - Effect of Nonpayment of Assessments: Remedies of the Association

Any assessments, whether annual or special, which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed under the statutes of the State of Texas, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such 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 individually for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure thereof by an action brought in the name of the Association in the same manner as a mortgage lien on real property. The lien provided for in this Article II shall be in favor of the Association and shall be for the benefit of all other Owners. The Association acting on behalf of the Owners shall have the power to bid in the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of or abandonment of his Lot or the improvements situated thereon.

Section 7 - Subordination of the Lien to Mortgages

The lien securing the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages which the Owner of any Lot may hereafter from time to time impose upon his Lot for the purpose of securing payment of indebtedness incurred by such Owner to purchase such Lot or construct improvements thereon. Otherwise, the lien hereinabove provided for in favor of the Association as to each Lot shall be a first and prior lien as to each such Lot. No sale or transfer of any Lot shall affect the lien securing the annual assessment against such Lot, except that the sale or transfer

of a Lot pursuant to a foreclosure under any mortgage which is superior to such lien securing the assessment, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer and none other. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien securing payment thereof.

Section 8 - Exempt Property

No Lot shall be exempt from said assessments and the lien securing payment thereof unless the Association shall, in its sole discretion, determines to (and the Association shall have the right to) exempt one or more Lots from the payment of all or any part of the assessment provided for herein for one or more years for such cause or reason as it may select. Property owned by Declarant shall be exempt from assessments of any kind.

Section 9 - Insurance

The Association, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings and all property owned by the Association, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any necessary repair or reconstruction work to such buildings in the event of damage or destruction from any hazard. The Association shall also obtain a broad form public liability policy covering all of the Property and the Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses. All such insurance coverage shall be written in the name of the Association as Trustee. In addition to the aforesaid insurance required to be carried by the Association, any Owner may, if he wishes, at his own expense, carry all additional insurance he deems advisable. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, homeowner's liability insurance, theft and other insurance covering damage to or loss of his personal property. In the event of damage to or destruction, by fire or other casualty, of any property covered by insurance written in the name of the Association, the Association shall, with proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as existed prior to such damage or destruction. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by the Federal Deposit Insurance Corporation or other appropriate governmental agency, with the provisions agreed to by said bank or institution that such funds may be withdrawn only by signature of an agent duly authorized by the Association. The Association shall advertise for bids with reputable contractors, or may negotiate with any contractor, who may, at the option of the Association, be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay the costs of repairing and/or rebuilding to the same condition as formerly existed, the Association may, in its discretion, levy a special assessment against the Owner or Owners in such proportions as the Association shall deem fair and equitable in the light of the damage sustained to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees or the Association as their interests may then appear. In the event of damage or destruction to any structure, storage area or other property not covered by insurance written in the name of the Association, the Owner thereof shall promptly contract to repair or rebuild such damaged or destroyed portions of the storage area and exterior of the structure in a good workmanlike manner.

Article III. Architectural Control

No building, fence, wall, pier, dock or other structure of any kind shall be commenced, erected or maintained upon any Lot

or adjoining any such Lot) after the purchase of any Lot from Declarant, its successors or assigns, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography, by an architectural control committee of three (3) or more representatives appointed by the Association. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specification ("working drawings" stage, as hereinafter defined) have been submitted to it, approval will be presumed and this Article will be deemed to have been fully complied with. In no event shall any Lot be altered, remodeled or in any way divided or converted into more than a single dwelling unit.

The Architectural Control Committee's purpose is to help the Owner to discover the unique opportunities of his individual site and to provide him with the observations and experiences of the planners, landscape architects, engineers, architects and builders who have worked on Cypress Villas. The Committee does not seek to restrict taste or individual preferences. In general, its aim is to avoid harsh contrasts in the landscape; to foster careful designs so that there is harmony between the buildings and their sites and among the buildings themselves.

No improvement excavation or other work shall be done without first obtaining approval from the Architectural Control Committee. Plans shall be submitted to the Architectural Control Committee in both the "preliminary" stage and the "working drawings" stage.

Only those trees which are in the same area as the actual building and drive-ways may be removed and any other tree over 6" in diameter and 10' in height cannot be removed without prior Committee approval.

Article IV Restrictions

Section 1 - All buildings or structures erected upon said Property shall be of new construction, and no buildings or structures shall be moved from other locations onto said Property Lot. No structures of a temporary character, mobile home, camper, trailer, tent, shack, garage, barn or other outbuilding shall ever be used on any portion of said Property at any time as a residence, either temporarily or permanently.

Section 2 - Each lot shall be conveyed by Declarant and by all subsequent Owners as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3 - Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or any builder or any other persons so authorized by Declarant, to maintain in or upon such portion of the Property, as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonable required, convenient or incidental to the construction, sale or rental of improvements including, but without limitation, a business office, storage area, construction yard, signs, model units, or sales office.

Section 4 - No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said 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 the Property and any pets that, in the opinion of Declarant, constitute a nuisance or health hazard to the residents shall be promptly removed from the Property.

Section 5 - No sign, advertisement, billboard or advertising structure of any kind shall be erected, placed or permitted to remain on said Property, without written consent of Declarant or the Association. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities authorized by Section 3 above, or to signs and billboards, if any, of Declarant, its agents and assigns during the construction on or sale of the Lots or to commercial reserves or to property acquired at a later date, or the ability of Declarant, its agents or assigns, to provide clubhouse facilities, tennis "pro" shop, or food and drink services. Declarant or his agents shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any residential Lot without such consent, and, in so doing, shall not be liable and is expressly relieved from any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 6 - No action shall at any time be taken by the Association which in any manner would discriminate against any Owner or Owners in favor of any other Owner or Owners.

Section 7 - No structure shall be used or occupied until the exterior thereof, as approved pursuant to Article 111 above, is finished and water and sanitary sewerage facilities are completely installed and operable.

Section 8 - No noxious or offensive activity shall be carried on or maintained on any Lot nor shall anything be done or permitted to be done thereon which may be or become a nuisance or health hazard to the other residents of the Property. Motor bikes will not be permitted if by reason of noise or manner of use they are considered by Declarant to be a nuisance. No outside clothes drying lines shall be permitted to be erected or used on any Lot,

Section 9 - The use or discharge of firearms is expressly prohibited within the Property.

Section 10 - If open carports are used, no storage shall be permitted therein that is visible from the street or from any other Lot. No boats, campers, mobile homes, trailers, trucks or other vehicles of any kind shall be stored (or kept for the purpose of repair) on any Lot, unless in an enclosed garage.

Section 11 - Declarant has designed the subdivision and the development of the Property for off-the-street parking. Accordingly, the parking of vehicles, including boat trailers, ^{and recreational vehicles} on road shoulders except directly adjacent to Owner's Lot for a period of longer than two (2) hours is prohibited. The maximum period

for parking vehicles directly adjacent to Owner's Lot shall be twelve (12) hours. If any vehicle shall be parked for a longer time than permitted above, the Association or Declarant shall have the right to remove and store such vehicle at the Lot Owner's expense.

Section 12 - Exterior fires are permitted only in barbecue and incinerator receptacles.

Section 13 - No reflective finishes shall be used on exterior surfaces with the exception of hardware items.

Section 14 - The colors of all exterior surfaces shall be approved by the Architectural Control Committee.

Section 15 - Tar and gravel shall not be used as a finished roofing material, except on flat-roofed areas as approved by the Architectural Control Committee.

Section 16 - At least two parking spaces shall be provided for each Homesite Lot. Such parking shall be in an attached or detached garage, carport, or an exterior parking area.

Article V. Easements

Section 1 - Each Lot shall be subject to a perpetual easement for encroachments created by construction, settlings and overhangs, as designated or constructed by the Declarant. A valid, perpetual easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

Section 2 - There is hereby created a blanket easement upon, across, over and under all of said Property for ingress and egress for installing, replacing, repairing, maintaining and using all utilities, including but not limited to water, storm sewers and sanitary sewers, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said Property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across, and under the Property. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the Property in the performance of their duties. Further,

an easement is hereby granted to the Association, its officers, Agents, employees, and to any management company selected by the Association to enter in or to cross over any Lot to perform the duties of maintenance and repair provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on the Property without conflicting with the terms hereof. Also, Declarant hereby grants an easement for access to the common area for the exclusive use and benefit of the Association, the Owners of all Lots in the Property and their guests, and the Owners of all Lots in any other Sections of the Property and their guests, as shown by maps or plats hereafter filed for record in Harris County, Texas. The easements provided for in this Article V shall in no way affect any other recorded easement on said premises.

Section 3. Easement shown on Said Plat

The utility easements shown on the Plat are dedicated for the use and benefit of any bona fide utility company operating in Harris County, Texas, as well as for the benefit of Declarant, the Association, and the Owners of all Lots in the Property to allow for the construction, repair, maintenance and operation of a system or systems of electric light and power, telephone lines, gas, water sanitary sewer, storm sewer and any other utility service which may from time to time become available to the Property.

Additional Easement not shown on Said Plat

Wherever and whenever there are driveways, lanes, or private street which are located on or cross any of the Lots of the subdivision and it is necessary for any of the adjacent, abutting, neighboring or other property which need to utilize such lanes, driveways or private streets, it is understood and agreed that there is an implied and expressed easement for said neighbors to utilize along with their invitees, said driveways, lanes or private streets for ingress and egress to the nearest public street. Whenever and wherever water lines, sanitary sewer lines, electric lines, drainage lines, or any other utility service which may from time to time become available to the Property, or which exists at the present time, said lines shall have the right to remain on, above or below the Lots, streets and properties of this subdivision for the benefit of all the Owners of the Lots in this subdivision.

Declarant reserves the right to make minor changes or variations in the location or arrangement of any of the utility, drainage or access easements shown on Said Plat in order to provide for the more efficient service and operation of the Property or any Lot thereon.

The conveyance by Declarant of title to any Lot in the Subdivision shall not be held or construed to include title to the water, gas, electric, telephone, sewer lines, poles, pipes, conduits or other facilities constructed by Declarant or any public utility company or organization on the Property. Declarant reserves for itself, its successors, assigns, and any public utility company or organization the right and authority to construct, repair, maintain, replace and otherwise operate any other properties, systems and facilities, it being expressly understood that the reservation of such authority shall in no way be deemed to impose any obligation or duty to exercise same.

Neither Declarant, the Association or any public utility company or pipeline company using any of such dedicated easements shall be liable for any damage done by any party, or their respective agents or employees, to any shrubbery, trees, flowers, grass or any other property situated on the area covered by such dedicated easements so long as its activities thereon and use thereof shall be conducted and carried on in a reasonable prudent manner.

Article VI. Waiver of Liability

Neither Declarant nor the Association shall be held liable for any personal damage to property resulting from any acts or omissions by Declarant or the Association or their respective agents or employees in connection with the carrying out of any of their duties or obligations under the terms of this instrument or in otherwise developing the property. The Declarant nor the Association, as long as they are acting in good faith, shall not be liable for any act or omission under these provisions or otherwise.

Article VII. Rules and Regulations

The Association shall have the right at any time to time hereafter to promulgate the impose such rules and regulations, and to vary or amend same as may be necessary, relating to the use and occupancy of the following, but in no way limited thereto: Lots, the Property and Streets, any , greenbelts, bicycle or hiking trails, or other common facilities which may hereafter from time to time be constructed by Declarant or the Association or by the Owner of any Lot so as to provide for the safe and orderly use of such Property and facilities.

Article VIII. Club Reserve

Notwithstanding any of the foregoing terms hereof, Declarant hereby reserves for its use, and for the use of the Association at such time as Declarant may, at its option, elect to sell or otherwise transfer title thereto to the Association, the right to use the area or parts on the Property for such uses and purposes as Declarant (or the Association) may determine to be necessary to assist in carrying out the development of the Property and in the performance of the duties and responsibilities of the Association as set forth in this instrument. The Club Reserve shall not be subject to the assessments provided for in Article II hereof.

Article IX. Association Membership

Each person who acquires title to a Lot in the Property must first apply for and be accepted for membership in the Association to be established in Cypress Villas (herein referred to as the "Association") and must thereafter remain a member of such Association so long as they continue to own title to such Lot; provided, however, that such requirement shall not be applicable to any person, firm, association or corporation engaged primarily in a building or construction business which has acquired title to any one or more of the Lots for the sole purpose of constructing improvements thereon and thereafter selling such Lots. Any contract to purchase one or more of the Lots in the Property shall be subject to the requirements of this Article IX and shall be automatically terminated and cancelled if such purchasing party does not become a member of the Association. Any Owner of a Lot in the Property or additional land as defined in Article I shall be entitled to all of the rights, privileges and benefits of membership in the Association and subject to the same duties and obligations as members of the Association.

Article X. Assessments

Declarant, its successors or assigns reserve the right to create additional restrictions, reservations and conditions to any or all of the sections as set forth in Article I, above, and any assessments made on thereby shall be for the benefit and use of the specific area bound by such restrictions, reservations, and conditions.

Article XI. Mineral Interests

No interest in the oil, gas or other minerals of any kind or nature whatsoever in or under the Property will be conveyed by Declarant to any purchaser of any Lot, all interest in same being hereby expressly reserved and retained by Declarant for the benefit of itself and its predecessors in title to the Property. No private water wells may be drilled on any Lot in the Property.

ARTICLE XII. Applicability

Each and every contract, deed, deed of trust or other instrument which may be hereafter from time to time executed with respect to any Lot in the Property shall be deemed and held to have been executed, delivered and accepted subject to all the terms and provisions of this instrument, including without limitation the restrictions, reservations and covenants herein set forth, regardless of whether or not any of such provisions are set forth in any such contract, deed, deed of trust, or other instrument, or whether or not this instrument shall be referred to in any such contract, deed, deed of trust, or other instrument. All of the terms and provisions hereof, including the restrictions and covenants imposed upon the Property and the assessments made and established against each Lot in the Property, shall run with the land and shall be binding upon Declarant, its successors and assigns, and all persons or parties claiming under it or them from and after the effective date of this instrument, and extending until the thirty-first day of December, A.D.2000 at which time all of such provisions shall be automatically extended for successive periods of fifteen (15) years each, unless prior to the expiration of such initial period or any such fifteen (15) year extension, the Owners of a majority of the Lots in the Property shall have executed and recorded an instrument amending or altering the provisions hereof, in whole or in part, such instrument to become operative at the expiration of the particular period in which such instrument is executed and recorded, regardless of whether such particular period be the initial period of such restrictions or any successive fifteen (15) year extension thereof.

In the event that any portion of the provisions hereof shall become or be held to be invalid, whether by reason of abandonment, waiver, estoppel, judicial decision, or otherwise, such partial invalidity shall not affect, alter, or impair any other provision hereof which was not so declared invalid, and such other provision shall be and remain in full force and effect in accordance with the terms and provisions hereof.

Article XIII. Enforcement

In the event of any violation or attempted violation of any of the terms or provisions hereof, including any of the restrictions or covenants set forth herein, enforcement of the terms and provisions hereof shall be authorized by any proceedings at law or in equity against any person or persons so violating or attempting to violate any of the provisions hereof, including by means of actions to restrain or prevent such violation or attempted violation by injunction, prohibitive or mandatory, and it shall not be a prerequisite to the granting of any such injunction that there be inadequate remedy at law or that there be any showing of irreparable harm or damage if such injunction is not granted. In addition, any person entitled to enforce the provisions hereof may recover such damages, either actual or punitive, as such person may show himself justly entitled by reason of such violation of terms and provisions hereof. The terms and provisions hereof may be enforced by Declarant, by the Association (and the Association is hereby expressly authorized to use its funds for the purpose of assisting in the enforcement of the terms and provisions hereof), or by the Owner of any Lot in the Property. Failure by the Association or any Owner to so enforce any covenant or restriction hereof shall not be deemed a waiver of the right to thereafter enforce such provision or any other provision hereof. No violation of any of the terms or provisions hereof, or any portion thereof, shall affect the rights of any mortgagee under any mortgage or deed of trust presently or hereafter placed of record covering the Property or any part thereof.

The singular whenever used herein shall be construed to mean the plural when applicable, and necessary grammatical changes required to make any provision hereof apply to either a corporation or an individual, man or woman, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF we have hereunto set our hands this the 12th day of August, 1977.

10

By BRIDGEWAY CONSTRUCTION CORP
Bernard Blasenheim Pres.

ATTEST:
Bridgeway const corp
James W Baker V Pres.

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, A Notary Public in and for said County and State, on this day personally appeared Bernard Blasenheim, President of Bridgeway Construction Corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of August A.D. 1977.

James W Baker
Notary Public in and for
Harris County, Texas

COPY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____ A.D. 19 _____

Notary Public in and for
Harris County, Texas

Recorder's Memorandum
Acknowledgment
Incomplete.

CYPRESS VILLAS
Property Owners Association, Inc.

ByLaws

ARTICLE I. Officers

Section 1 - Executive Officers

The executive officers of the Association shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, and a Treasurer. All officers shall be elected by the Board of Directors and shall serve for one year or until their successors are elected. Officers shall take office immediately after election. The officers of the Association for the first five (5) years need not be members, as defined hereafter, of the Association. Thereafter, they shall be members of the Association, with the exception of the Assistant Secretary or Secretaries.

Section 2 - The President

Subject to the direction of the Board of Directors, the President shall be the chief executive officer of the Association and shall perform such other duties from time to time as may be assigned to him by the Board. The President shall be an ex officio member of all committees.

Section 3 - The Vice President

The Vice Presidents shall have such power and perform such duties as may be assigned to them by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by a Vice President.

Section 4 - The Secretary

The Secretary shall keep the minutes of all proceedings of the Board and of all committees and the minutes of the members' meetings in books provided for that purpose; he shall have custody of the corporate seal and such books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board and the President; and he shall also perform such other duties as may be assigned to him by the President or by the Board.

Section 5 - The Treasurer

The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the Association and shall perform all duties incident to the office of Treasurer, subject to the control of the Board of Directors and the President. He shall perform such other duties as may from time to time be assigned to him by the Board or the President. If required by the Board, he shall give a bond for the faithful discharge of his duties in such sum as the Board may require.

Section 6 - Subordinate Officers

The President with the approval of the Board of Directors may appoint such other officers and agents as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such Authority and perform such duties as from time to time may be prescribed by the President or by the Board.

Section 7 - Compensation

Officers as such shall not receive any stated salary for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance at meeting, if any, may be allowed for attendance at each regular or special meeting of the board of any committee; provided that nothing herein contained shall be construed to preclude any officer from serving the Association in any other capacity or contracting with the Association or receiving compensation therefor.

Section 8 - Resignation

Upon written notice of resignation of any officer, the Board of Directors may elect any eligible person to the unexpired term of the resigning officer.

ARTICLE II. Board of Directors

Section 1 - Number of Members

The business and affairs of this Association shall be managed by a Board of Directors which shall consist of not less than three (3) nor more than nine (9) members. For the first five (5) years of the existence of the Association, the members of the Board of Directors need not be members of the Association. Thereafter, all of the Board shall consist of members of the Association. At the inception of the Association, the Board shall consist of three (3) members named in the Articles of Incorporation, or as named in the incorporational meeting of the Board and thereafter the number of Directors shall be fixed by the Board.

Section 2 - Executive Committee

The Board of Directors may elect from their number an Executive Committee consisting of not less than three (3) members of the Board, which committee shall have all the powers of the Board of Directors between meetings, regular or special. The President of the Association shall be a member of and shall be chairman of the Executive Committee.

Section 3 - Regular Meetings

The Board shall meet for the transaction of business at such place as may be designated from time to time.

Section 4 - Special Meetings

Special Meetings of the Board of Directors may be called by the President or by three (3) members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

Section 5 - Quorum

The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors for the time being in office, but in no instance less than three (3), shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may otherwise be provided by law.

Section 6 - Order of Business

The Board of Directors may from time to time determine the order of business at its meeting.

Section 7 - Chairman

At all meetings of the Board of Directors, the President, or, in his absence, and Vice President, or in the absence of both, a Chairman chosen by the Directors, shall preside.

Section 8 - Terms of Members of the Board.

The first Board of Directors named in the Articles of Incorporation of the Association and any other subsequently elected within a five (5) year period from date of incorporation shall serve for a term not to exceed five (5) years from the date of incorporation. Thereafter, they shall be elected annually by the members of the Association.

Section 9 - Annual Report

The Board of Directors, after the close of the fiscal year, shall submit to the members of the Property Owners' Association a report as to the condition of the Association and its property and shall submit also an account of the financial transactions of the past year.

Section 10 - Vacancies in Board

Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select a member to serve the unexpired term of the vacancy, or, if all members of the Board resign, a special call meeting of the membership shall be called, as provided for in Article III, Section 2 hereof, for the purpose of electing a new Board of Directors.

Section 11 - Waiver

The Directors, jointly or severally, shall not be responsible or be held liable for failure of the Association to provide any of the maintenance and/or improvements or services contemplated by these By-Laws or otherwise result, whether or not such failure results in damage or loss to persons or property.

The Directors shall have the option of obtaining liability insurance coverage in the amounts deemed adequate by such Directors at the expense of the Association, but the failure to obtain such insurance shall not be construed against them in any manner whatsoever.

Section 12 - Compensation

Directors as such shall not receive any stated salary for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided that nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity or receiving compensation therefor.

ARTICLE III. Meetings of Members

Section 1 - Annual Meetings

There shall be an annual meeting of the members of the Association at such place as may be designated on the anniversary date of the Organizational meeting of the Association if not a legal holiday under the laws of the State of Texas, and if a legal holiday, then on the next succeeding business day, at 2:00 p.m. for the transaction of such business as may come before the meeting. Notice shall be required for such meeting to all members at least ten (10) days prior to the meeting.

Section 2 - Special Meetings

Special meetings of the members shall be held whenever called by the Board of Directors or by the holders of at least twenty-five (25) memberships. Notice of each special meeting, stating the time, place, and in general terms the purpose or purposes thereof, shall be sent by mail to the last known address of the principal residence of all members at least ten (10) days prior to the meeting, or by any other manner prescribed by the statutes of the State of Texas.

Section 3 - Proxy

Every member may cast one vote, either in person or by proxy, for each Lot owned in fee simple by that particular member, solely or jointly, or by the corporation owning the Lot or Lots of which he is a stockholder and the member thereof, except as provided in Article IV, Section 1 hereof.

Section 4 - Quorum

At any meeting of the members, a quorum shall consist of members having the right to vote a majority of the total eligible votes, either in person or by proxy.

ARTICLE IV. Memberships

Section 1 -

Where two or more persons are the joint owners of real property in Cypress Villas, one, and only one, shall become a member. Where two or more persons are stockholders in a corporation owning real property in Cypress Villas, or when two or more persons are partners in a partnership owning real property in Cypress Villas, one, and only one, shall become a member.

Persons owning real property, as defined above, shall be entitled to one (1) vote per lot (as defined in the Declaration of Covenants, Restrictions and Reservations of Cypress Villas; provided however, Bridgeway Construction Corporation, its successors or assigns, shall be entitled to four (4) votes for each lot held in Cypress Villas, until the remaining unsold lots are reduced to twenty percent (20%) of the total lots in Cypress Villas, or until December 31, 1982, whichever event occurs first in time. After said event occurs, Bridgeway Construction Corporation, shall have one (1) vote for each remaining unsold lot.

Whenever a member shall cease to own real property or cease to own stock in a corporation that owns real property in Cypress Villas, such member shall automatically be dropped from the membership roll of the Association.

Section 2 - Manner of Admission

Every owner of real property in Cypress Villas, whether a person, corporation, partnership or other entity, subject to provisions of Article IV, Section 1, shall be a member of the Association.

ARTICLE V. Maintenance Charges

Section 1 - The Board of Directors of Cypress Villas Property Owners' Association, Inc. shall have the right and power to subject the property situated in Cypress Villas to an annual maintenance charge.

Commencing on a date to be determined by the provision of this Article, and on the same day of each year thereafter, each owner of property in Cypress Villas shall pay to Cypress Villas Property Owner's Association, Inc., in advance, the maintenance charges against his property, and such payments shall be used by the Association to create and continue a Maintenance Fund to be used by the Association as hereinafter stated. The charges will be delinquent when not paid within fifteen (15) days after it becomes due.

The annual charge may be adjusted or reduced from year to year by the Board of Directors of Cypress Villas Property Owners' Association, Inc. as the needs of the property in its judgement may require.

Section 2 - The Maintenance Fund may be used for, but not limited to, the following:

For lighting, improving, and maintaining the streets and right of way areas maintained for the general use of the owners and occupants of land in CYPRESS VILLAS.

For maintenance, improving, and care of the greenbelt areas, bicycle trails, and hiking trails;
 For collecting and disposing of garbage, ashes, and rubbish;
 For employing policemen, security guards and watchmen;
 For fogging, spraying, and control of insects; and
 For doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association, to keep the property neat and in good order, and to eliminate fire hazards, or which in the opinion of the Board of Directors may be of general benefit to the owners or occupants of the land included in CYPRESS VILLAS

Section 3 - CYPRESS VILLAS Property Owners' Association, Inc., shall have a lien on all the lots in CYPRESS VILLAS to secure the payment of maintenance charges due and to become due, and the record owners of such lots shall be personally liable for all maintenance charges.

Upon demand, CYPRESS VILLAS Property Owners' Association, Inc. shall furnish to any owner or mortgagee or person interested a certificate showing the unpaid maintenance charges against any lot or lots.

CYPRESS VILLAS Property Owners' Association, Inc., may, in its discretion, subordinate in writing, for limited periods of time, the liens of the Association against any lot or lots for the benefit or better security of a mortgagee or holder of a Deed of Trust or Vendor Lien.

ARTICLE VI. Notice

Section 1 - Notice

Whenever, according to these By-Laws, a notice shall be required to be given to any member or Director, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in Texas, in a postpaid, sealed wrapper, addressed to such member or Director at his address as the same appears on the books of the Association, and the time when such notice is mailed shall be deemed the time of the giving of such notice.

Section 2 - Waiver of Notice

Any notice required to be given by these By-Laws may be waived by the person entitled thereto.

ARTICLE VII. Miscellaneous Provisions

Section 1 - Corporate Seal

The corporate seal shall have engraved thereon the following: OLDE CYPRESS MILL Property Owners' Association--Seal--Incorporated 1973, Texas. "It shall remain in the custody of the Secretary and shall be by him affixed to all instruments of the Association in writing requiring the corporate seal for complete execution. An impression thereof is directed to be affixed to these By-Laws.

Section 2 - Fiscal Year

The fiscal year of the Association shall begin on the first day of January, and terminate on the thirty-first day of December of each year.

Section 3 - Checks

All checks, drafts or orders for payment of the Association shall be signed by such officer or officers as the Board of Directors may designate from time to time.

Section 4 - Audit, Statements

The books and records of the Association shall be audited at such times as shall be directed by the Board of Directors, and balance sheets and profit and loss statements shall be prepared at such times and by such persons as the Directors shall determine.

Section 5 - Principal Place of Business

The principal place of business of the Association shall be Kuykendahl Road, Harris County, Texas, or such other place as the Board from time to time may designate.

Section 6 - Contracts

The Board of Directors, except as in these By-Laws otherwise provided, may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or render it liable pecuniarily for any purpose or to any amount.

Section 7 - Interest of Directors, etc.

Subject to the restrictions of Sections 8 and 9 of this Article, this Association may enter into contracts or other transactions with any other Association, person, firm, association, trust, or entity even though one or more of the Directors, officers, or members of this Association may be a party to or interested directly or indirectly in such contracts or transactions in some capacity other than as a Director, officer, or member of this Association; but, if any Director or officer of this Association having such other interest acts in any way for or on behalf of this Association in connection with such matter, such other interest shall be made known to the Board of Directors before it finally authorizes or approves such contract or transaction.

Section 8 - Prohibition Against Sharing in Corporate Earnings

No member, Director, officer, or employee of or member of a committee of or person connected with the Association, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Association, and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Association; provided, that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Association in effecting any of its purposes as shall be fixed in accordance with these By-Laws. All members of the Association shall be deemed to have expressly consented and agreed that upon such dissolution or winding up of the affairs of the Association, whether voluntary or involuntary, the assets of the Association, after all debts have been satisfied, then remaining in the hands of the Board of Directors shall be distributed, transferred, conveyed, delivered, and paid over, in such amounts as the Board of Directors may determine or as may be determined by a court of competent jurisdiction upon application of the Board of Directors, exclusively to entities organized and operated exclusively for the promotion of social welfare or to entities which are qualified as exempt organizations under the provisions of Section 501(c)(4) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

173-05-0570

Section 9 - Exempt Activities

Notwithstanding any other provision of these By-Laws, no member, Director, officer, employee or representative of this Association shall take any action or carry on any activity by or on behalf of the Association not permitted to be taken or carried on by an organization exempt under Section 501 (c) (4) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

ARTICLE VIII Amendments

These By-Laws may be altered, amended or repealed by the affirmative vote of a majority of the stockholders at any annual meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting; provided, however, until such time as Bridgeway Construction Corporation, its successors and assigns, has less than 50% of the voting rights of the Association, the Board of Directors may amend these by-laws at any regular or special meeting of the Board of Directors.

COPY UNOFFICIAL

153-02-0251

RETURN TO: JOK/CO
HOUSTON TITLE COMPANY
1800 ST. JAMES PL.
HOUSTON, TEXAS 77002-56

COPY

STATE OF TEXAS }
COUNTY OF HARRIS }

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

AUG 18 1977



R. C. Courtenay
COUNTY CLERK,
HARRIS COUNTY, TEXAS

R. C. Courtenay
COUNTY CLERK,
HARRIS COUNTY, TEXAS

AUG 18 2 12 PM 1977

FILED