

Supplement 1996 Plat

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**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE LAKES AT CYPRESS HILL**

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This Supplemental Declaration of Covenants, Conditions and Restrictions for The Lakes at Cypress Hill, Section II, is made this 26th day of June, 1996, by Precision Properties, Inc. (hereinafter referred to as "Declarant").

WITNESSETH:

Whereas, Declarant is the owner of The Lakes at Cypress Hill, Section II, a subdivision in Harris County, Texas, according to the plat recorded in the map records of Harris County, Texas, under Clerk's file number R-972525. Declarant has, prior to the time of recordation of this Supplemental Declaration, recorded a "Declaration of Covenants, Conditions and Restrictions for The Lakes at Cypress Hill" in the office of the County Clerk of Harris County, Texas, under County Clerk's file number N395557 in the official real property records of Harris County, Texas ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant intends and desires to submit the property in Section II as shown on the aforesaid plat to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a section of the development known as The Lakes at Cypress Hill.

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Whereas, in accordance with the terms of the Master Declaration, Declarant has the right and power to annex all the property described herein on the aforesaid plat to such Master Declaration, as provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions and restrictions to be applicable to the annexed property as Declarant may, in its own discretion determine.

Now therefore, Declarant hereby declares that all the property in Section II described in the aforesaid plat, which property has either already been subjected to the Master Declaration or is part of the "additional property", as described in Article V of the Master Declaration is hereby subjected to all the terms, provisions, covenants, restrictions, easements and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an amendment to the Master Declaration, adopted by the Declarant without a membership vote, for the purpose of annexing property to the community known as The Lakes at Cypress Hill, all as provided for under the terms of the aforesaid Master Declaration.

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The following easements, restrictions, covenants, and conditions (those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title or interest in the described property or any parts thereof, their heirs, successors, personal representatives, executors, administrators, and assigns and shall inure the benefit of each owner thereof within The Lakes

at Cypress Hill community. The terms hereof shall be supplemental to the terms of the aforesaid "Master Declaration", and, in the event of any inconsistency, the terms of the Master Declaration shall control.

ARTICLE I
Definitions

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Section 1. "Building Lines" shall mean that designated area for construction of residential units, garages, storage buildings and other buildings within which all such structures, reconstruction and additions must be located.

Section 2. "Common Area" shall mean those areas designated as Reserve "A," as per Exhibit "A."

Section 3. "Lot Lines" shall mean that line which separates a lot from adjacent property. Lot lines are further defined as being the dividing line between the lot and any street designated right-of-way property ("Street Lot Line"), any common area ("Lake Lot Line") or any adjacent lot ("Side Lot Line").

Section 4. "Master Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for The Lakes at Cypress Hill, as recorded in the office of the County Clerk of Harris County, Texas, under County Clerk File No. N395557 in the Official Real Property Records of Harris County, Texas.

Section 5. "Slip or Scallop Area" shall mean a designated area by Declarant of a smooth carving of the lake, common area and/or lot to accommodate the mooring of boats and construction of decks, docks, piers or boathouses.

Section 6. "Storage Building" shall mean a building constructed in conjunction with or subsequent to a residential unit on a lot upon any portion of the properties and intended for storage use, except for boats.

Section 7. "Substantial Completion" or "Substantially Complete" shall mean that the residential unit is ready for sale or occupancy, except for minor items which must be furnished, completed, corrected or adjusted. By way of example and not of limitation, at a minimum, the exterior must be complete as well as the driveway. In addition, the interior must have the minimum square footage complete, and which, at a minimum, shall include curtains, sheet rock, carpet or other floor coverings, painted, cabinets, lighting and plumbing fixtures and air conditioning.

Section 8. "Sanitary Control Easement" shall mean a document securing land, within 150 feet of a public or private portable water well location, from pollution hazards that include, but are not limited to, solid and liquid waste disposal sites, animal pens improperly sealed or abandoned wells, major sewage pumping and treatment plants, and drainage ditches which contain industrial waste discharges.

Section 9. "Water View Lots" in Section II shall mean those lots so designated by Declarant. Owners of Water View Lots shall not have use of Restricted Reserve A in Section I (the Lake area), but shall have use of all other common areas. Any lot in Section II which is not expressly designated by Declarant as a water access lot shall be a Water View Lot. Owners of Water View Lots shall have no vote on issues pertaining to the use, maintenance, operation or improvement of Restricted Reserve A (the Lake area), or any improvements thereon, or the use of water assessment funds.

Other than as referred to above, the words used in this Supplemental Declaration shall have the same meaning as set forth in the Master Declaration.

ARTICLE II
Use Restrictions

Section 1. Residential Lots. No building, residential unit or other structure shall be built, placed, constructed or reconstructed, or altered on any lot other than a single family residence with appurtenances incident to single family use, including, without limitation, bona fide servant's quarters, for use by any servant(s) actually employed by owner or resident of the lot or as a guest house. Said quarters may be occupied by a member of the family occupying the main residential unit on the lot.

No structure shall be occupied or used until it is substantially complete. The residential unit shall not exceed two and one-half stories or a maximum of 40 feet in height and the attached/detached garage and servant's quarters shall not exceed two and one-half stories or a maximum of 35 feet in height, nor shall be higher than the residential unit.

Section 2. Use of Lots. Unless otherwise agreed to in writing by the Association, all lots shall be used solely for single family residential purposes, and no lot shall be used (either primarily or secondarily) for any business, professional or commercial purpose with retail/commercial traffic or multi-family residential purpose whatsoever of any kind or type for profit or not for profit.

Section 3. Single Family Residencies. No residential unit, with respect to the occupants of any residential unit, shall be permanently occupied by more than three individuals who are not related by consanguinity or affinity without the prior written approval of the Association.

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Section 4. Architectural Control. No buildings or improvements of any character shall be erected, placed or altered upon any lot until construction plans and specifications in a plot plan showing the location of the structure thereon have been submitted to and approved by the Architectural Control Committee and any Association fees have been paid to the Architectural Control Committee in accordance with the Master Declaration.

Section 5. Exterior Materials. A residential unit, including attached/detached garage and any reconstruction or addition to any residential unit or of the building, shall have at least fifty percent (50%) brick, stone, masonry construction, glass or its equivalent on its total exterior wall area with the balance of the material being redwood, cedar or other naturally stained and/or painted wood unless approved in writing by the Architectural Control Committee. All buildings and residential units on lots shall be built on a foundation approved by the Architectural Control Committee. ~~Stilt, beach or open first floor type homes are specifically prohibited.~~ All residential units, and other buildings, structures, and other improvements erected, altered are placed on any lot shall be of new construction, and no structure of a temporary character, trailer, mobile home, modular home, tent, shack, garage, barn, or out building shall be used on The Lakes at Cypress Hill at any time as a residence, either temporarily or permanently. The Architectural Control Committee shall have the exclusive right to determine what exterior color schemes, materials and stain/paint colors may be used for the exterior of any residential unit or other improvements constructed upon a lot. Storage buildings and other building(s) on a lot shall be designed to compliment the residential unit with like siding and roofing and shall be constructed on a foundation approved by the Architectural Control Committee. Storage buildings are excluded from brick type requirement. ~~However, pre-fab metal storage buildings are expressly prohibited.~~

Section 6. Roofing Materials. The roof or a replacement roof of any residential unit (including any garage or servant's quarters) shall be constructed or covered with asphalt or composition type shingles of a minimum of 235 pounds-dimensional type, comparable in color to wood shingles, or clay or concrete tile. ~~Three tab shingle roofs are specifically prohibited.~~ The decision of comparable color shall rest exclusively within the Architectural Control Committee. Any other type of roofing material shall be permitted only at the sole discretion of the Architectural Control Committee and shall not be deemed approved until approved in writing. All roof ventilation shall be approved by the Architectural Control Committee.

Section 7. Time of Completion of Construction. ~~All residential units or structures constructed on any lot, or any part thereof, must be substantially complete within seven (7) months following the initiation of construction.~~ Construction shall be deemed to have been initiated when the foundation forms are set or construction on the foundation is commenced.

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Section 8. Air Conditioners. No window or wall type air conditioner shall be permitted to be used, erected, placed or maintained on or in any building or structure in any part of this section, except as permitted in Section 16 of this Article.

Section 9. Building Location on Lot. No building, residential unit, etc. shall be located on any lot near to the street lot line or near to the lake lot line or near to the side lot line than the minimum building set back lines applicable to this section nor near than ~~20 feet from an interior side lot line~~. The closest side of the residential unit, garage, and other buildings for lots 1 through 4 and 5 through 8 shall be no closer to the front street than the street building line, defined as 60 feet from the street lot line and no farther from the street lot line than 120 feet. Additionally, the residential unit of lots 9 and 10 shall be no closer than 35 feet to the lake lot line. Subsequent additions or reconstructions are not excluded from street, side and lake building line requirements. For the purpose of these restrictions, eaves, steps and open porches shall not be considered as a part of the building, provided, however that this shall not be construed to permit any portion of a building or a lot to encroach upon any other lot, common area or residential unit on a lot's lake view or upon a utility easement or maintenance easement dedicated by The Lakes at Cypress Hill plat, contained herein or other recorded documents. For the purposes of these restrictions, the front of lots 1 through 8 shall coincide with and be the property line adjoining Berry Point Drive. Without limiting the authority granted in the Master Declaration, the Architectural Control Committee shall have absolute discretion to determine the orientation and location of the front and rear elevation of the residential unit and other buildings with respect to the street and lake building line, and may require, in its sole discretion, that such front or rear elevation be situated on or a specified distance behind such building lines.

Section 10. Size. Each residential unit constructed upon a lot within this section shall contain not less than 2300 square feet of living area, if a one-story residential unit, and not less than 2400 square feet of living area, if multi-story. No first floor of any multi-story residential unit shall have less than 1400 square feet. All computations of living area shall be exclusive of opened or screened porches, terraces, patios, driveways, garages, servant's quarters and greenhouse. Measurements shall be to the face of the outer most exterior walls of the living area. Each lot shall be limited to (one) storage building with a maximum square footage of 150 square feet and one for pool supply with a maximum of 25 square feet.

Section 11. Frontage. All residential units on lots 1 through 8 shall be constructed on a lot so as to front on Berry Point Drive.

Section 12. Garage. Each residential lot shall have an enclosed, attached or detached, garage as provided herein, ~~for not less than two nor more than four automobiles or equivalent~~. Detached garages with shop can be a maximum of 800 square feet or 35% of the residential unit completed square footage, whichever is greater. Attached garages may be any size as long as the garage area's design compliments the entire residential unit, ~~except to a limit of three garage~~

doors if the residential unit is less than 2500 square feet and four garage doors if greater than 2500 square feet of residential unit's completed square footage. Carports, if any, shall not be considered part of the garage requirement, and if built, placed, constructed or reconstructed shall be an integral part of and attached to the residential unit. Any conversion for any purpose inconsistent with garaging of automobiles must be approved in writing by the Board. Each owner shall keep all doors to the private garage closed at all times except when person or vehicles are going into or out of such garage. Garages shall be used only for passenger cars and other vehicles, including boats on trailers, which are the type and size as will allow the door(s) of the garage to be shut completely with such vehicle or trailer inside.

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Section 13. Maintenance Obligations. The owner of each lot shall maintain, at such owner's sole cost and expense, the residential unit, garage, and all other structures and improvements constructed upon, and all driveways, fences, grass, trees, hedges, shrubbery and plantings located upon each lot and the lot itself, in a neat and attractive condition. The Association shall have the right, after seven (7) days notice to the owner of any lot, setting forth the action intended to be taken by the Association, and provided that at the end of such time such action has not already been taken by such owner, Association can correct the same, which is not limited to: (i) mowing the grass thereon; (ii) to remove any debris therefrom; (iii) to remove, trim or prune any tree, hedge or planting that, in the opinion of the Association, by reason of its location or height, or the manner in which it has been permitted to grow, or disease, decay or other condition, is detrimental to the enjoyment of adjacent property, is unattractive in appearance or obstructs the view of traffic; (iv) to repair or paint any residential unit or fence thereon that is out of repair or not in harmony with respect to color, with fencing on adjacent property in The Lakes at Cypress Hill; and (v) to do any and all things necessary or desirable in the opinion of the Association to place such property in a neat and attractive condition consistent with the intention of this Supplementary Declaration. The person who is the owner of such property at the time such work is performed by the Association shall be personally obligated to reimburse the Association for the costs of such work within ten (10) days after it is performed by the Association or its agents, and if such amount is not paid within said period of time, such owner shall be obligated thereafter to pay interest thereon at the highest interest rate allowed under the laws of the state of Texas and to pay any attorney's fees and court costs incurred by the Association in collecting said obligation, and all of the same shall be secured by a lien such owner's property, subject only to liens then existing thereon. Declarant shall be responsible to maintain any unsold lots as per above.

Section 14. Driveway. Unless the architectural control committee agrees otherwise, each lot (except for corner lots which may have driveway access either to the front street or side street) shall have driveway access to the streets on which the lot faces. Subject to the foregoing limitation, the owner of each lot shall construct and maintain at his expense a driveway from his garage to an abutting street, including the portion in the street easement, and shall repair, at his expense, any damage to the street occasioned by connecting his driveway thereto. In addition,

the driveway will be paved of concrete, asphalt, pavestone or brick. A driveway constructed of gravel or stone, shell, dirt or similar material is expressly prohibited.

Section 15. Landscaping. Owner shall be required to sod with St. Augustine grass or other type approved by the Board grass and continually maintain a minimum of ten (10) feet in depth running the full length of the lot along the lake lot line. Said grass shall be sodded within one (1) month of the date owner closes on the purchase of its lot, or one (1) month of the date the lakes are certified as being substantially complete.

Owners of lots next to common area abutting the lake may not grow, or permit to grow in the area of such lots adjacent to lake and common area, varieties of grasses or other vegetation, which, in the opinion of the Association, is inimical to the lake. Such owners may, however, with the prior approval of the Board, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation.

Section 16. Temporary Structures. No temporary building shall be erected or maintained on any lot except during actual construction of a residential unit and other facilities or improvements thereon, in which case, such temporary buildings and structures must be located upon a lot upon which construction is in progress and not upon any adjacent lots, streets or easements; provided, however, that a builder which is constructing residential units upon one or more lots at any one time, may use a lot owned by such builder for the location of all temporary buildings and structures during construction which are allowed to have window or wall type air conditions. In any event, immediately upon completion of construction, all temporary buildings must be removed. No temporary building or other structure shall be used for residential purposes during construction or at any other time or for any overnight usage. Declarant and builder shall also have a temporary right to use a residential unit situated on a lot as a temporary office or model home during the period of and in connection with construction and sales operations on the properties, but in no event shall a builder have such right for a period in excess of one (1) year from the date of substantial completion of his last residential unit on the properties.

Section 17. Street Storage. No boat, trailer, camping unit, motor home, bus, tractor, truck, self-propelled or towable equipment, consumer goods or machinery of any sort shall be stored or permitted to park on any street or any lot except in a garage or other enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from any other lot, street or lake, except that: (i) during the construction of improvements on the lot, necessary construction vehicles may be parked thereon for and during the time of necessity therefor; (ii) this restriction shall not apply to automobiles and pickup trucks in good repair and attractive condition parked farther from the street than the building lines; and (iii) this restriction shall not apply to the mere temporary parking of any such equipment or consumer goods which are in good repair and attractive condition. The Association is hereby authorized to determine what

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constitutes parking. In addition, no motorcycles, motorbikes, motor scooters or other similar motorized vehicles shall be allowed in The Lakes at Cypress Hill, except for transportation to or from a residential unit, or to and from another specific point of destination, except by Declarant or Association. In addition, none of the above shall be allowed if the Board of the Association determines in its sole discretion that such motor vehicle or motorcycle or other similar vehicle is too loud and causing a disturbance to The Lakes at Cypress Hill community.

Section 18. Garbage. No trash, rubbish, garbage, manure, building materials or other debris of any kind shall be kept or allowed to remain on any lot. The owner of each lot shall remove such prohibited matter from his lot weekly at such owner's expense, and prior to such removal of prohibited matter shall be placed in sanitary refuse containers with tight fitting lids in an area adequately screened by planting or fencing so as not to be viewed by persons from any other lot or street. Reasonable amounts of construction materials and equipment may be stored upon a lot (or between that lot and the street abutting same for reasonable periods of time during the construction of improvements on such lot, but no such material equipment shall ever be placed on any street or common area. No burning of trash, grass, garbage, etc. will be allowed except during initial residential unit construction.

Section 19. Re-subdivisioning. None of the lots shall be re-subdivided in any fashion except that any person owning a partial or two or more adjacent lots shall be able to consolidate such loss for a residential unit.

Section 20. Septic Systems and Water Wells. Individual water wells are required and must be installed in the location as shown on the approved plat. All water wells installed shall be pressure cemented to the depth of the water bearing strata. Upon completion of said well, a copy of the water well drillers log shall be forwarded to the County Engineers office in care of the Chief Sanitarian. An additional copy of said log will be maintained by the Cypress Hill Owners Association. The Association will ensure that at least once a year the individual water wells are tested to ensure they are free of any bacteriological contaminates. Said records are to be maintained by the Association. No later than December 15 of each year the Association is to send the County Engineers Office in care of the Chief Sanitarian a copy of all the water well test results.

Individual wastewater treatment facilities are required and must be installed in the location as shown on the approved plat. These Systems must be designed by a registered professional engineer or registered sanitarian and must meet all criteria as established by the Texas Department of Health and Harris County Engineering Department. Individual wastewater treatment facilities require regular maintenance and if not operated properly can cause a nuisance condition to exist. Therefore the Association will ensure that as a minimum the primary treatment tanks of the on site sewage facilities installed on every lot are pumped out by a licensed septage hauler at least once every two years. The Association will provide the County

Engineers Office, in care of the Chief Sanitarian, a letter no later than December 15 of every year indicating that said routine maintenance has been completed. The Association is allowed all remedies necessary to ensure this routine maintenance is completed. At no time should the on site sewage facility be allowed to malfunction and create an unsanitary condition to exist. Prior to installation or operation of the wastewater treatment facilities, the owner of the property must have approval from the County Engineers Office in the form of a green tag. A copy of the green tag must be forwarded to the Association for its records.

Section 21. Lake Site Lines. ~~No shrub planting or other structures which obstruct site lines in the easement area along the lake lot lines at elevations between four and fifteen feet above the lake shall be allowed, except boat houses and certain trees as determined by the Association.~~

what are lake lot lines

Section 22. Nuisance. No noxious or offensive activity shall be carried on, or permitted upon any lot, lake, or common area, nor shall anything be done which may be or become an annoyance or nuisance to The Lakes at Cypress Hill community owners. The Board shall have the sole and exclusive discretion to determine what constitutes a nuisance or annoyance. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any lot, street or on any portion of a common area which cannot be completed within seventy-two (72) hours unless concealed within the owner's garage. All vehicles not in running condition must be removed within 2 weeks. ~~The use or discharge of firearms, within the restricted area, is prohibited.~~

Section 23. Laundry. No clothing or other materials shall be aired or dried in The Lakes at Cypress Hill except in an enclosed structure, or in an area adequately screened by planting or fencing so as not to be seen from other lot, lake, common area or the street.

Section 24. Noise. Except in an emergency or when other unusual circumstances exist, as determined by the Board, outside construction work or noisy interior construction work shall be permitted only after 7:00 a.m. and before 9:00 p.m. Approved boats as per the Association's Lake Rules and Regulations shall be equipped with AWSA approved mufflers and any other noise reduction devices, so as to achieve a drive by noise level of not more than 73 decibels.

Section 25. Antennas. All antennas, satellite receiving devices, or other similar structures shall be located in the area between the residential unit and any lake or side building line and shall have fencing placed or landscaping planted all around it so as not to be seen from any other lot, any lake, common area or the street.

Section 26. Signs. No sign, advertisement, billboard or advertising structure of any kind, shall be displayed to the public view on any portion of the property or on any lot except: (i) one sign for each lot which sign may have one maximum dimension of 28 inches and a maximum

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area of 576 square inches, and no more than 3 feet in height advertising the property for sale or rent; (ii) signs used for Declarant to advertise the property, The Lakes at Cypress Hill, or any other part of either, during the construction and development of all sections which constitutes The Lakes at Cypress Hill; (iii) signs used by builders which are specifically authorized by the Association, to advertise lots and residential units constructed thereon for sale by such builders; (iv) the sign(s) constructed by Declarant or the Association at the entrance(s) to The Lakes at Cypress Hill; (v) and tournament related signs which shall not be allowed to remain in excess of forty-eight (48) hours unless approved by the Board of Directors and which in no event shall be allowed to remain in excess of ten (10) days.

Section 27. Exceptions. Notwithstanding the foregoing provisions of this article, Declarant/Association shall have the exclusive right to (1) make exceptions without being in violation herein, to one or more use restrictions herein; and (2) erect, place and maintain or permit one or more builders to erect, place and maintain, on the respective lots such facilities (including, but not limited to, officers, temporary construction trailers, storage areas, motor or model homes, and other units, and signs) as in Declarant/Association's sole discretion may be reasonably convenient to improve or enhance the salability of the property, Section II, or any lots therein, or all or any portion of the entire development of The Lakes at Cypress Hill.

Section 28. Exterior Lighting. The approval of the Architectural Control Committee must be obtained in writing prior to the installation of any flood lights, flood lamps, gas lights, or any other type of exterior lighting on any lot.

Section 29. Animals. No sheep, goats, horses, cattle, swine, poultry, dangerous animals, snakes, livestock or other animals or fowl of any kind (the determination as to what animals are fowl, i.e. duck or geese, shall be allowed as in the sole discretion of the Association) shall ever be intentionally kept on any lot in this section except that dogs, cats or other common household pets (not to exceed a total of 4 adult animals or 3 of any one type, e.g. dogs or cats) of a reasonable size as is determined by the Board may be kept by the owner or tenant of any residential unit, provided they are not kept or bred for commercial purposes. The Board reserves the right after two notices to the responsibility party to have any animals removed from any lot or any area in the property that are a nuisance or disrupt any portion of The Lakes at Cypress Hill. Notwithstanding anything to the contrary herein, lots 1 through 4 shall be entitled to keep not more than 2 adult horses and 2 head of cattle (provided the cattle are a project of an active 4-H or FFA a member of the family living at the residential unit on the lot). Said animals are restricted to the "bridle easement area" which is defined as the north 250 feet of the lot. A barn of not more than 600 square feet may be constructed within the bridle easement area. Any barn design must be approved by the Association prior to construction and must be constructed of approved materials, and designed and constructed so as to compliment any residential unit.

Section 30. Remedies. In the event any owner, or occupant of a residential unit, or any guests, invitee, licensee or tenant of any such owner or occupant shall violate or fail to comply with the terms and conditions of this Declaration, and such failure shall continue for a period of ten (10) days after written notice thereof from the Association, unless a shorter period of time is otherwise specified herein, the Association shall have the right, but not the obligation, to remove any sign, fence, vehicle or other structure or item or personal property which is located, placed or erected upon a lot or anywhere else in The Lakes at Cypress Hill in violation of these restrictions, or to take such other action as may be necessary or reasonably required to remedy, correct or terminate any such violation of these restrictions. Neither the Declarant nor the Association shall have any liability or responsibility for exercising any of the rights or remedies granted herein, and any expense hereof shall be borne by the owner of the lot upon which such violation occurred, and shall be reimbursed to the Association upon request, and shall become a part of the assessment for such lot and shall be secured by the same lien granted herein for such assessment.

Section 31. Walls, Fences and Hedges. Except with Architectural Control Committee approval, ~~no walls, fences or hedges shall be erected or maintained nearer to the street lot line of any lot than the walls of the residential unit situated on such lot which are nearest to such street lot line.~~ All permitted side fences, walls and hedges must be not more than 6 feet in height, unless otherwise approved in writing by the Architectural Control Committee.

No fence, wall, hedge or shrub plant which obstructs ~~site lines~~ at elevations between two and eight feet above any street shall be placed or permitted to remain on any corner lot within the triangular area by the street property lines and the line connecting in that point 25 feet from the intersection of the street lines or, in the case of a rounded property corner from the intersection of the street property lines extended. The same site line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree, hedge or shrubbery shall be permitted to remain within such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such site lines. Fences must be of ornamental iron, wood or masonry construction. No chain link or chicken wire type fences shall be permitted, except for one area to maintain/pen an animal, to be no larger than 200 square feet and located at the rear of the residential unit, provided that said fencing is constructed in an area adequately screened by planting or fencing so as not to be seen from any other lot, any lake, common area, or the street.

All permitted lake side fences, walls, and hedges must be in conformance with the ~~lake site lines.~~ Fences, walls and hedges may be a maximum from (i) the front of the residential unit to more than 60 feet from the lake lot line at 6 feet above the approximate ground level, deck or porch; and (ii) no higher than 4 feet between more than 40 feet and less than 60 feet from the lake lot line.

Section 32. Removal of Dirt. The digging of dirt or the removal of any dirt from any lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such lot.

Section 33. Use of Common Area. There shall be no obstruction of any part of the common area except slip area and boat house, which areas are intended to remain unobstructed for the reasonable use and enjoyment thereof. No owner shall appropriate any part of the common area to his exclusive use except slip area and boat house, nor shall any owner do anything which would violate the easements, rights, and privileges of any owner in regard to any portion of the common area which is intended for the common use and benefit of all owners. Except as may be herein permitted, no member shall plant, place, fix, install or construct any vegetation, hedge, tree, shrub, fence, wall, structure or improvements or store any of its personal property on the common area, easement along the lake lot line or any part thereof without the written consent of the Association first obtained. The Association shall have the right to remove anything placed on the common area or lake lot line easement area in violation of the provisions of this section and recover the cost of such removal from the owner responsible therefor and have a lien on such owner's lot to secure the payment of such cost, all on the same terms and provisions as set forth in this article.

Section 34. Overnight Camping. Overnight camping, including but not limited to tents and motor/travel homes, is prohibited in The Lakes at Cypress Hill, except as approved by the Association and for published events not to exceed seven (7) days.

Section 35. Unimproved Lots. Declarant shall not be required to pay any assessments on any unsold lot until 1999 when Declarant shall then begin to pay fifty percent (50%) of the then existing annual assessment. Owners of unimproved lots other than Declarant shall be required to pay any applicable annual assessment.

Section 36. Right of First Refusal. First Declarant, for a period of five (5) years, then the Association, reserves the right of first refusal to repurchase any and all lots, properties, common area and improvements located in The Lakes at Cypress Hill from the initial and all subsequent owners and mortgagees. Each owner or mortgagee, if in foreclosure, shall notify simultaneously, in writing by registered mail or similar method, the Declarant and Association of the identity of the proposed purchaser and the terms and conditions of bona fide proposed sell. The Declarant and then Association shall have a total combined period of fifteen (15) days after receipt of written notification to match the offer. If Declarant or Association does not notify the owner or mortgagee in writing within such fifteen (15) days of their intention to match the offer, the owner may make the proposed sale to such person on such terms for a period of 120 days thereafter. Any later sale or sale on different terms shall require owner or mortgagee to again submit the lot, properties, or common area to the Declarant and Association's right of first refusal on the same terms.

ARTICLE III
Lake Usage Restrictions

Section 1. Lake Access. Only water access lot owners, and their immediate family, of water access lots may use the lake for boating, skiing, sailing, and swimming. Guests of water access lot owners may be permitted to also use the lakes, provided they are accompanied by said owner. The ratio of water access lot owners per lake shall not exceed 7.5 to 1 for each lake. For the purpose of determining lake usage under this section, in the event that a water access lot is owned by a legal entity other than a natural person, that legal entity shall designate one natural person who shall be deemed to be the "owner". Only this "owner" and immediate family may actually have lake access and usage of the lake. Declarant reserves a right for marketing purpose only to use the lakes for a period of three (3) years from the date the first skier utilizes the lakes.

Section 2. Dirt Removal. No construction, filling, dredging or changing of the shoreline slope shall be allowed within the boundaries of any lake, common area or shoreline easement area without the prior written approval of the Association.

Section 3. Easements. There is hereby created an easement upon, across, and under for ingress and egress in connection with installing, replacing, repairing and maintaining all the utilities on the property as described within the building lines as per the plat. Additionally, there shall be a 25 foot easement in favor of the Association across each lot commencing at the lake lot line and running parallel thereto for the distance of the lake lot line for the purpose of installing, replacing, repairing and maintaining all shorelines, structures, slopes and other items necessary for the operation and maintenance of the lakes. Said easement shall be extended a minimum radius distance of 10 feet from the road side of any dock, deck, pier or boathouse constructed in easement area. In addition, a lot owner may not construct, build or place any structure, fence, hedge, etc. or inhibit Declarant or Association's ease of access through this radius easement. Lot owner shall have an access easement to his deck, dock, pier and boathouse located in the slip or scallop area designated for his lot.

Section 4. Liability. Neither Declarant, Association, nor any of their officers, directors, shareholders, agents or employees shall be liable to any owner or any occupant of the residential unit, or any person upon or using any lake for any personal injury, including death, property damage or any other claim caused by or resulting from the lake, or the use of any lake by any person, or the use of any facilities, including but not limited to, docks, piers, bridges, boats, water ski tournament facilities or other personal or real property or fixtures which are located or constructed in or upon or used in connection with such lake or common areas. Neither Declarant, Association or any contracted company authorized by Declarant or Board to perform maintenance or repairs to the real or personal property located in the common area or easements referred to in this Declaration or any other supplemental declarations shall be liable for any damages done by them or their assigns, agents, employees or servants to any fences, shrubbery,

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trees, flowers, decks, docks, piers, boathouses, or any other property of the owner situated on the property.

Section 5. Slips or Scallops. No slips, excavations or dredging shall be made into any lot without a written request and the Board's written approval. Only designated slip areas as determined by Declarant may be used to moor a boat(s) and to build decks, docks, piers, boathouses or other common area. Each water access lot owner will be allowed a designated slip area for the construction and maintenance of any deck, boathouse and/or pier which shall be constructed on a common design approved by the Home Owners Association. Where possible, each water access lot owner shall be allowed one-half of a designated slip area with the other one-half shared by an adjacent lot owner. Each water access lot owner will be responsible for the construction of his deck, dock, pier, or boathouse. In no case shall a boat be allowed to moor in the slip for more than two nights. No construction of any deck, dock, pier and/or boathouses may be done without the written approval of the Board of Directors.

Section 6. Decks, Docks and Piers. Notwithstanding anything herein, the owner of the water access lot may construct one permanent deck, dock, boathouse or pier in the owner's slip area. Said deck, dock or pier shall:

- (1) not extend beyond a shoreline more than 5 feet into the adjacent lake;
- (2) be constructed of concrete, masonry or timbered treated by wolmanizing or creosoting or other wood preservative treatment;
- (3) be no higher than 3 feet above the lake surface;
- (4) be designed so as to be removable to allow for lake and shoreline maintenance; and
- (5) not extend beyond the slip or area into the maintenance easement area more than three (3) feet such that a minimum of a ten (10) foot radius is maintained as clear and open for easement purposes.

The Association may construct decks, docks, piers, boathouses as required. ~~"Home made" type and floating type decks, docks and piers are expressly prohibited except for tournament use.~~ The plans and specifications for construction of any such deck, dock or pier and the material, colors and type shall be approved in writing prior to the commencement of construction or reconstruction by the Architectural Control Committee.

Section 7. Boathouses. The owner of a water access lot may construct one boathouse in the slip or scallop area not to extend beyond the shoreline more than 5 feet into the adjacent lake (8 feet for roof overhang, which must be a minimum of eight (8) feet above normal lake level). The boathouse's foundation and supporting beams are to be constructed out of concrete, steel, plastic, masonry or timbers treated by wolmanizing, creosoting or other wood preservatives. The exterior material shall be harmonious with The Lakes at Cypress Hill

community and lift mechanisms are required. The boathouse shall be designed and built per Association guidelines. All lift mechanisms shall be approved in writing by the Board. Boats are to be lifted at all times when not in use and in the slip area. The plans and specifications for the construction of any such boathouse, as well as the type and colors or materials shall be approved in writing prior to the commencement of construction or reconstruction by the Architectural Control Committee.

Section 8. Rules and Regulations. The Association shall have the right to promulgate rules and regulations from time to time regarding the use of the lakes and all facilities and personal property applicable to the lakes and common area. All of said rules and regulations shall be binding upon each owner, each owner's guest(s), invitees and tenants, and any other person or entity upon or using any portion of the lakes or common area.

Section 9. Lake Maintenance. The Association, its agents, its employees, representatives or assigns shall have a right to enter upon, in, on or over any decks, docks, piers or boathouses or any common area for the purpose of inspecting, maintaining, repairing, rebuilding, replacing, securing, preserving or improving any shoreline or other boundary between a lake and the property adjoining it, including, without limitation, in performance of any such services upon any pilings, cables or other structures incident thereto.

Section 10. Bulkheads. No bulkheads in backwash affecting items that will interfere with the engineered slopes controlling wave action or causing wave action inimical to the lake design shall be allowed except with written approval of the Board.

Section 11. Maintenance. The owner of any dock, deck, pier, or boathouse other structure agrees to maintain and keep it in a sightly manner, free of litter, fishing poles, skis, ropes and buckets, etc.

Section 12. License Agreement. Declarant has the exclusive right to use the lakes for the purposes of conducting fish farming operations for a period of ten (10) years. In connection therewith, Declarant shall be permitted to construct and maintain necessary equipment incident thereto and to conduct necessary operations for the feeding, care of, and removal of any fish.

Section 13. Lend/Lease/Sell. A water access owner may, by written request to the Association, and upon written approval by the Association at the next regularly scheduled meeting lend/lease/sell their lake access rights to another person ("user") for a period of not less than 3 months, nor more frequently than 2 times within any calendar year. During such lend/lease period, owner relinquishes all rights and privileges to lake access/usage which is irrevocable until such lien/lease contract expires or owner shall by written request and approval by the Association at the next regular scheduled meeting have owner's lake access rights and privileges reinstated and the "user's" rights discontinued. All lend/lease/sell agreements shall

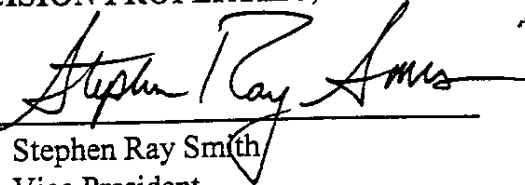
contain provisions obligating "user" to abide by the Master Declaration, Supplemental Declaration, Rules and Regulations and Association Bylaws. No owner may lend/lease/sell their lake access rights if that owner is in violation of any terms or provisions of the Master Declaration or the Declaration including non-payment of assessments.

In witness whereof, the undersigned being the Declarant herein, has set its hand and seal this 27th day of June, 1996.

DECLARANT:

PRECISION PROPERTIES, INC.

By:


Stephen Ray Smith
Vice President

ACKNOWLEDGEMENT

508-96-2599

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Ray Smith, Vice President of Precision Properties, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

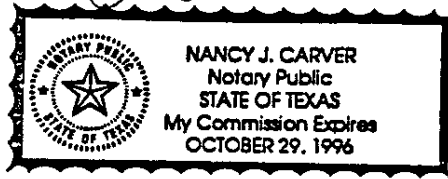
SUBSCRIBED AND SWORN to before me on this the 27th day of June, 1996.

Nancy J. Carver

Notary Public in and for
The State of TEXAS

~~AFTER FILING RETURN TO:~~

Stephen Ray Smith, P.C.
CHRISTIAN & SMITH
1600 Smith, Suite 3880
Houston, TX 77002
(713) 951-7617
(713) 951-7620 FAX



FILED FOR RECORD
8:00 AM

JUN 28 1996

Beverly B. Kaufman
County Clerk, Harris County, Texas

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number _____
Sequence on the date and at the time stamped hereon by me, and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on _____

JUN 28 1996



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

Stubs for pickup