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FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF CYPRESSDALE
SECTION ONE, SECTION TWO, SECTION THREE AND SECTION FOUR

WHEREAS, the Friendswood Development Company filed previously that certain Declaration of Covenants, Conditions and Restrictions for Cypressdale, Section One, at Clerk's File Number D561118 in the office of the County Clerk of Harris County, Texas on April 6, 1972 for the section of the subdivision described as Cypressdale, Section One as subdivided and shown by the map or plat thereof recorded in Volume 189, Page 102 of the Map Records of Harris County, Texas; and

189²⁵ WHEREAS, Texas Central Mortgage Company and Fox and Jacobs, Inc., filed previously that certain Declaration of Covenants, Conditions and Restrictions for Cypressdale, Section Two at Clerk's File Number E154791 in the office of the County Clerk of Harris County, Texas on May 15, 1974 for the section of the subdivision described as Cypressdale, Section Two as subdivided and shown by the map or plat thereof recorded in Volume 200, Page 6, of the Map Records of Harris County, Texas; and,

WHEREAS, Texas Central Mortgage Company, filed previously that certain Declaration of Covenants, Conditions and Restrictions for Cypressdale, Section Three at Clerk's File Number E741309 in the office of the County Clerk of Harris County, Texas on April 22, 1976 for the section of the subdivision described as Cypressdale, Section Three as subdivided and shown by the map or plat thereof recorded in Volume 219, Page 145, of the Map Records of Harris County, Texas; and,

WHEREAS, Texas Central Mortgage Company and Fox and Jacobs, Inc. filed previously that certain Declaration of Covenants, Conditions and Restrictions for Cypressdale, Section Four at Clerk's File Number E677423 in the office of the County Clerk of Harris County, Texas on February 13, 1976 for the section of the subdivision described as Cypressdale, Section Four as subdivided and shown by the map or plat thereof recorded in Volume 232, Page 57 of the Map Records of Harris County, Texas; and,

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Cypressdale Section One, Section Two, Section Three, and Section Four require the recording of an instrument signed by a majority of the property owners in said subdivision agreeing to change said covenants, conditions and restrictions; and,

WHEREAS, it is the desire of the undersigned majority of property owners to change said restrictions in order to further establish and preserve the uniform plan of the subdivision and enhance the property values of the present and future owners of lots in said subdivision:

NOW THEREFORE, the undersigned majority of the property owners hereby adopts the following First Amendment to the Declaration of Covenants, Conditions and Restrictions for Section One, Section Two, Section Three, and Section Four of Cypressdale which First Amendment to the Declaration of Covenants, Conditions and Restrictions for Section One, Section Two, Section Three, and Section Four of Cypressdale shall expressly amend the above Declaration of Covenants, Conditions and Restrictions for Section One, Section Two, Section Three, and Section Four of Cypressdale as provided hereby; provided, however that except as amended or modified hereby, the Declaration of Covenants, Conditions and Restrictions for Section One, Section Two, Section Three, and Section Four of Cypressdale are hereby ratified and confirmed and continue in full force and effect. The First Amendment to the Declaration of Covenants, Conditions and Restrictions for Section One, Section Two, Section Three, and Section Four of Cypressdale shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof.

Article III., Section 8

Article III., Section 8 of the Declaration of Covenants, Conditions and Restrictions for Cypressdale, Section One, Section Two, Section Three, and Section Four are hereby amended to

hereafter read in their entirety as follows:

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Section 8. (a) Temporary Structures No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include, but not necessarily be limited to sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

(b) Storage of Vehicles. No motor vehicle may be parked or stored on any Lot, easement, right-of-way, or common area unless such vehicle is concealed from public view inside a garage or other enclosure approved by the Architectural Control Committee, except passenger automobiles, passenger vans, motorcycles, pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Texas and which do not exceed six feet six inches in height, or seven feet six inches in width or twenty-one feet in length. No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored, on any lot, easement, right-of-way, or common area or in the street adjacent to such lot, easement, right-of-way, or common area unless such object is concealed from public view inside a garage or other approved enclosure. No vehicle permitted by the above restrictions shall be stored, parked, or kept on any driveway or in the street adjacent to any Lot, unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day not to exceed sixty (60) hours in a seventy-two (72) hour period; provided, however, that nothing herein contained shall be construed to prohibit the storage of any unused vehicle in the garage permitted on any Lot covered hereby. No motorized or non-motorized vehicle is permitted to be parked or stored by these restriction shall ever be parked in the front yard of any Lot unless the vehicle is parked on the driveway on the lot in conformance with this section. Only normal maintenance shall be permitted to be performed in the driveway of any Lot. These restrictions shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of or delivery to a house or houses in the immediate vicinity.

Article III., Section 11

Article III., Section 11 of the Declaration of Covenants, Conditions and Restrictions for Cypressdale, Section One, Section Two, Section Three, and Section Four are hereby amended to hereafter read in their entirety as follows:

Section 11. (A) Lot Maintenance. The accumulation of garbage, trash, or rubbish of any kind or the burning of any such materials on any lot is prohibited. No lot shall be used or maintained as a dumping ground for garbage, trash or rubbish. All waste materials shall only be kept in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids. All equipment for the storage or disposal of

such waste materials shall be kept in a clean and sanitary condition. No lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that building materials used in the construction of improvements erected upon any lot may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, at which time these materials shall promptly be either removed or stored in a suitable enclosure. The Owner shall at all times keep all weeds and grass on such Owner's lot cut in a sanitary, healthful and attractive manner. No Owner shall permit weeds or grass to grow to a height greater than six (6") inches upon any lot, or allow grass or weeds on their lot to grow more than six inches (6") beyond the edge of the grass onto an adjacent sidewalk or curb, including all parkways. The drying of clothes in front yards is prohibited and the Owner of any lot at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and woodpiles or storage piles which are incident to the normal residential requirements of a typical family.

(B) Residence Exterior; Lot Maintenance. Each Owner shall maintain the exterior of such residence and lot in a neat and attractive manner and shall not permit the paint, roof, garage, garage door, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas and other portions of the residence and lot to deteriorate in an unattractive manner. Each Owner shall be solely responsible for the maintenance of the exterior of the residence. No change of paint color, brick or roof color will be permitted without the prior written approval of the Architectural Control Committee. Without limiting the generality of the foregoing obligations for exterior maintenance, each Owner shall repair and maintain in sound condition:

(1) The exterior paint on the residence so that no portion thereof peels, scales or cracks excessively and all painted portions remain neat;

(2) The windows on the residence so that no caulking thereon is chipped or cracked and no window panes are broken;

(3) The awnings (if any) installed on the residence so that they are securely affixed to the exterior walls, gables, eaves or roof (as the case may be) and all holes are patched, stitched or otherwise repaired;

(4) The exterior woodwork on the residence including all doors and windowsills, so that it remains whole, sound and neat;

(5) The roof on the residence so that all shingles are properly secured and no worn areas or holes are permitted to remain;

(6) The rain gutters and downspouts on the residence so that all are properly painted or treated to prevent rust and corrosion, properly secured to roof, eaves, gables or exterior walls (as the case may be) and maintained without holes;

(7) The concrete areas of the lot, so that all cracks, are appropriately patched or surfaced as they appear; and

(8) All fences or walls erected on the lot, so that all holes and cracks are repaired as they appear and no portion thereof is permitted to decay beyond normal weathering.

(9) All garages and garage doors on the structure, so that all parts are functioning and are neat in appearance and

harmony with the residence thereon.

(C) Charges. In the event of default by an Owner in observing the above requirements with respect to lot maintenance and exterior maintenance, or any of them, and the continuance of such default after thirty (30) days written notice thereof, the Board of Trustees, without liability to the Owner in trespass or otherwise, shall have the right to enter upon the lot and do or cause to be done any thing necessary to secure compliance with these restrictions so as to place such lot and the improvements situated thereon in a neat, attractive, healthful and sanitary condition and may render a statement of Charge to the Owner of such lot for the cost of such work. The Owner agrees, by the purchase of such Owner's lot, to pay such Charge immediately upon receipt of an invoice therefore, together with interest at the rate of ten percent (10%) per annum from the date such costs were incurred and reasonable attorney's fees for collection of such charge and such Charge shall be secured by the lien which secures the annual maintenance charge and assessment.

Article VI, Section 1

Article VI, Section 1 of the Declaration of Covenants, Conditions and Restrictions for Cypressdale, Section One, Section Two, Section Three, and Section Four are hereby amended to hereafter read in their entirety as follows:

MAINTENANCE CHARGE

Section 1. Each Lot in Cypressdale, Section One, Section Two, Section Three, and Section Four is hereby subjected to an annual maintenance charge and assessment, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner or owners of each Lot within Cypressdale, Section One, Section Two, Section Three, and Section Four to Cypressdale Community Improvement Association on or before January 1, of each year, in advance annual installments, commencing on the first day of the month following conveyance of the first property to a homeowner, provided, however, that the amount of such maintenance charge and assessment shall, anything to the contrary herein notwithstanding be chargeable and payable by the owner or owners of any Lot at one-half (1/2) the assessed rate until the first day of the month following completion and occupancy of a permanent structure thereon. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the subdivision may, in the judgment of the Association, require; provided that such assessment will be uniform. The maintenance charge and assessment shall be \$150.00 per lot for the next annual assessment billing period which follows the recording of this instrument, and such maintenance charge and assessment may be adjusted from year to year as follows:

(a) The Board of Trustees of Cypressdale Community Improvement Association, Inc., may raise the annual maintenance charge and assessment, if they deem it necessary, not more than fifteen dollars (\$15.00) above the maximum annual maintenance charge and assessment for the previous year without a vote of the membership; provided, however that the maximum annual maintenance charge and assessment shall not be increased above Two Hundred Twenty-Five Dollars (\$225.00) per year except as set forth in Section 1 (b) hereof.

(b) The annual maintenance charge and assessment may be increased above Two Hundred Twenty-Five Dollars (\$225.00) per year by a vote of a majority of lots within the jurisdiction of Cypressdale Community Improvement Association, Inc., voted in person or by proxy, at an annual or special meeting duly called for that purpose.

The Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Cypressdale, Section One, Section Two, Section Three, and Section Four as well as all subsequent sections of Cypressdale Subdivision, provided, however that each future section of Cypressdale, to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per Lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of the Association. The uses and benefits to be provided by said Association shall include, by way of clarification and not limitation and at its sole option, any and all of the following: constructing and maintaining parkways, rights-of-way, easements, esplanades and other public areas, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant Lots and doing other thing or things necessary or desirable in the opinion of the Association to keep the Properties in the subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Article VII., Section 4

A new provision, Article VII., Section 4 shall be added to the Declaration of Covenants, Conditions and Restrictions for Cypressdale, Section One, Section Two, Section Three, and Section Four and shall hereafter read in its entirety as follows:

Section 4. Annexation. The Association, upon the consent of two-thirds (2/3rds) of the owners of lots within adjacent property to the existing jurisdiction of Cypressdale Community Improvement Association, Inc., and a majority of the members of Cypressdale Community Improvement Association, Inc., may annex additional adjacent land subjecting the same to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions of Section Four, as amended, by the execution and filing of Articles of Annexation in the office of the County Clerk of Harris County, Texas. The owners in such annexed property, as well as all owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all common area that are or may become subject to the jurisdiction of the Association, provided that such annexed property shall be impressed with and subject to the annual maintenance charge and assessment imposed on a uniform basis.

EXECUTED this 15 day of November, 1989. (1690) 182CYPRESSDALE COMMUNITY
IMPROVEMENT ASSOCIATION, INC.By: *Charles Harper*
CHARLES HARPER, PRESIDENT

Attest:

Joyce L. Wright
JOYCE L. WRIGHT
THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority on this day personally appeared CHARLES HARPER, the President of CYPRESSDALE COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas non-profit corporation, 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 and in the capacity therein stated on behalf of CYPRESSDALE COMMUNITY IMPROVEMENT ASSOCIATION, INC.

GIVEN UNDER MY HAND AND SEAL on this 15 day of November, 1989.*Kerrie J. Bluh*
NOTARY PUBLIC STATE OF TEXAS
Printed Name: Kerrie J. Bluh
My Commission Expires: 6-2-91