

AMERICAN TITLE COMPANY
~~4185124~~

**SECOND AMENDMENT TO THE
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
VILLAGES OF CYPRESS LAKES, SECTION FIVE (5)**

162

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

20080064742
02/08/2008 RP2 \$72.75

This Second Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions of Villages of Cypress Lakes, Section Five (5), is made effective on the date hereinafter set forth by **Woodmere Development Co., Ltd.**, a Texas limited partnership ("Declarant"), and **South Wall Builders, Inc., d/b/a/ Rockwell Homes, Inc.**, a Texas corporation, and **HHN Homes, L.P.**, a Texas limited partnership (collectively the "Builders"), and **Alan Quintero, Joanne Quintero, Timothy Thibodeaux, Beth K. Thibodeaux, Kilven R. Wells, Chandra M. Wells, William T. Hunt, Jr., Karen Aronson-Hunt, Darlene Joyce Sims, Kelly D. Toney, Angela Toney, Greg Stay, Carla Stay, Derrik McKenzie, Debbie Krause, Jeff Krause, John T. Sachs and Janice M. Sachs** (collectively the "Homeowners").

WITNESSETH:

WHEREAS, Declarant, Builders and Homeowners are the record owners of at least ninety percent (90%) of the Lots in that certain tract or parcel of real property which was originally platted as **VILLAGES OF CYPRESS LAKES, SECTION FIVE (5)**, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code Number 549092 of the Map Records of Harris County, Texas and subsequently replatted as **VILLAGES OF CYPRESS LAKES SEC 5 PARTIAL**

REPLAT NO. 1 as recorded at Film Code Number 615046 of the Map Records of Harris County, Texas; and

WHEREAS, by instrument entitled Supplemental Declaration of Covenants, Conditions and Restrictions of Villages of Cypress Lakes, Section Five (5), dated December 23, 2004, Declarant imposed certain restrictions, covenants, conditions, stipulations and reservations upon all of the Lots in Villages of Cypress Lakes, Section Five (5), which original Supplemental Declaration was filed for record in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. Y145017 (Film Code No. 597-54-1125); and,

WHEREAS, by instrument entitled First Amendment to the Supplemental Declaration of Covenants, Conditions and Restrictions of Villages of Cypress Lakes, Section Five (5), dated August 3, 2005, Declarant amended those certain restrictions, covenants, conditions, stipulations and reservations for all of the Lots in Villages of Cypress Lakes, Section Five (5), which First Amendment to the Supplemental Declaration was filed for record in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. Y686064 (Film Code No. 889-87-8872); and,

WHEREAS, Declarant, Builders and Homeowners have determined that the uniform plan for the development, improvement and sale of the Properties should be further amended, as hereinafter provided, and that the original Supplemental Declaration and First Amendment as described herein should be, and the same are hereby amended only in the particulars herein specifically set forth; and,

WHEREAS, Article IX, Section 9.1 of the Supplemental Declaration allows for the amendment of the Supplemental Declaration, in whole or in part, by recordation of an

instrument setting forth such changes in the Official Public Records of Harris County, Texas, which has been signed by ninety percent (90%) of the then owners of the Lots.

NOW, THEREFORE, Declarant, Builders and Homeowners, being the present record owners of at least ninety percent (90%) of the Lots, hereby amend in part the Supplemental Declaration of Covenants, Conditions and Restrictions filed for record in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. Y145017 (Film Code No. 597-54-1125), as follows:

Article I, Section 1.2 shall have the following sentence added to it:

"Notwithstanding anything to the contrary contained in this Article I, Section 1.2, the definition of a Lot, for the express purposes of (i) membership and voting pursuant to Article VI, and (ii) maintenance assessments and special assessments for capital improvements pursuant to Article VIII, shall be a home site ("Home Site") which may consist of one or more Lots or portions thereof, provided that the Home Site shall not be re-subdivided for more than one home."

Article III, Section 3.1(a) shall be deleted in its entirety and replaced with the following:

"3.1(a) Outbuildings and Play Structures. Provided the express written consent of the Architectural Control Committee is secured prior to installation and placement on a Lot, one (1) lawn storage building (limited to a maximum height of eight (8) feet from the ground to its highest point) and/or one (1) children's playhouse, play fort or swing set (limited to a maximum height of twelve (12) feet from the ground to its highest point), may be placed on a Lot. In no case can the outbuilding be permanently placed in a utility easement. Additionally, no

outbuilding of any type is permitted unless the specific Lot involved is completely enclosed by fencing in accordance with Section 3.13. Further, no outbuilding or structure of any kind shall ever be moved onto or erected on any Lot unless it has been approved pursuant hereto and is of new construction.”

Article III, Section 3.4 shall be deleted in its entirety and replaced with the following:

“3.4 Walkways, Decks, Patios and Driveways. No walkway, improved pathway, deck, patio, driveway or other improvement shall be constructed on any Lot unless and until the plans and specifications therefore are submitted to and approved by the Architectural Control Committee as provided in Article V.”

Article III, Section 3.9 shall be deleted in its entirety and replaced with the following:

“3.9 Playhouses or Other Amenity Structures. Playhouse or fort style structures and any other type of swing set or playground equipment are limited to a maximum overall height of twelve (12) feet from the ground to their highest point. This equipment shall at all times be attractively maintained and in good working order. Additionally, playground equipment or amenity structures of any type are permitted only when the specific Lot involved is completely enclosed by a fence in accordance with Section 3.13.”

Article III, Section 3.13 shall have the following sentence added to it:

“All wood fences shall be constructed of cedar and treated pine material with (i) six inch cedar pickets of number one grade or better, (ii) four by four inch treated pine support posts, and (iii) three support rails of two by four inch treated pine. All wood fences visible from any street adjoining a Lot shall include, in addition to the provisions of the immediately preceding sentence, (iv) a two by eight inch cap and one by four inch trim under said cap (each of cedar and being number one grade or better), and (v) a two by twelve inch beveled rot board of treated pine at their base. Further, staining or preserving of wood fences shall be permitted if, and only if, a clear stain or preservative is used.”

Article VIII, Section 8.4 shall be deleted in its entirety and replaced with the following:

“8.4 Special Annual Assessments for Maintenance of the Private Streets and Limited Access Gating Systems. The streets in Villages of Cypress Lakes, Section 5 are private and, as such, shall be owned and maintained by the Association. In addition, the limited access gating systems to be installed by the Declarant shall also be owned and maintained by the Association.

All costs and expenses of the operation and maintenance of the streets and all accoutrements within the street rights-of-ways along with the costs and expenses of the operation, maintenance and replacement of the limited access gating systems shall be the responsibility of the Association. In this regard a special annual assessment shall be imposed by the Association against every Home Site in Villages of Cypress Lakes, Section 5 for the purpose of defraying the cost of

maintenance and operation of the streets and limited access gating systems. **This special annual assessment shall be in addition to the existing annual assessment imposed by the Association.** The special assessment shall be levied by the Association's Board of Directors and shall be in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per Home Site. The special annual assessment against every Home Site in Villages of Cypress Lakes, Section 5 will commence on January 1, 2008. Thereafter, the special annual assessment shall be levied annually in accordance with the provisions outlined in Article VIII, Section 8.3(a),(b) and (c). Any amounts from this special annual assessment not spent on the maintenance and repair of the private streets or on the limited access gating systems will be placed in a reserve fund which will be designated for future repairs, maintenance or replacement of the private streets and limited access gating systems.”

Except as herein specifically provided, the Supplemental Declaration and the First Amendment to The Supplemental Declaration are not affected or modified hereby, and each and every term and provision of said Supplemental Declaration and First Amendment to Supplemental Declaration not specifically herein amended are hereby ratified and confirmed as being in full force and effect.

This Second Amendment to the Supplemental Declaration may be executed in multiple counterparts and on the date of the acknowledgment of each of the parties whose signature appears below, each such counterpart shall be considered an original for all purposes and effective as of the dates of the respective acknowledgments of the signatory parties hereto. For recording and notice purposes, the separate original signature pages

and acknowledgments may be affixed to the body of one original instrument and then recorded without the necessity of recording the entirety of each separate counterpart.

EXECUTED this 11th day of January, 2008.

DECLARANT:

Woodmere Development Co., Ltd., a Texas limited partnership

BY: Woodmere GP LLC, a Texas limited liability company, its General Partner

By: [Signature]
Name: John Sachs
Title: Manager

BUILDERS:

South Wall Builders, Inc., a Texas corporation

By: [Signature]
Name: Michael Evanson
Title: President

HHN Homes, LP, a Texas limited partnership
BY: HHN GP, LLC, its General Partner

By: [Signature]
Name: Linda B Stewart
Title: Manager

HOMEOWNERS:

[Signature]
Alan Quintero

[Signature]
Joanne Quintero

Timothy Thibodeaux
Timothy Thibodeaux

Beth K. Thibodeaux
Beth K. Thibodeaux

Kilyen R. Wells
Kilyen R. Wells

Chandra M. Wells
Chandra M. Wells

William T. Hunt, Jr.
William T. Hunt, Jr.

Karen Aronson-Hunt
Karen Aronson-Hunt

Kelly D. Toney
Kelly D. Toney

Angela Toney
Angela Toney

Greg Stay
Greg Stay

Carla Stay
Carla Stay

John T. Sachs
John T. Sachs

Janice M. Sachs
Janice M. Sachs

Darlene Joyce Sims
Darlene Joyce Sims

Derrick McKenzie
Derrick McKenzie

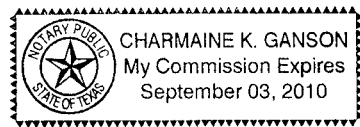
Debbie Krause
Debbie Krause

Jeff Krause
Jeff Krause

THE STATE OF TEXAS §
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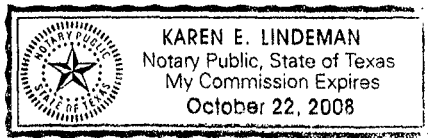
This instrument was acknowledged before me on the 12 day of January 2008 by John Sachs, Manager of Woodmere Development Co., Ltd., a Texas limited partnership, by Woodmere GP, LLC, a Texas limited liability company, its General Partner.


Charmaine K. Ganson
Notary Public – State of Texas



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This instrument was acknowledged before me on the 11th day of January, 2008, by Michael Evenson, President of South Wall Builders, Inc., a Texas corporation on behalf of said corporation..

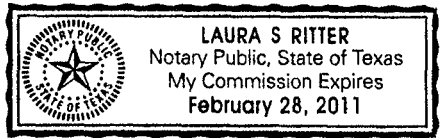


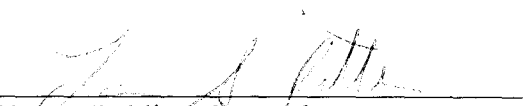


Notary Public – State of Texas

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This instrument was acknowledged before me on the 21 day of January, 2008, by Linda B Stewart, Manager of HHN Homes, L.P. a Texas limited partnership, by HHN GP, LLC, a limited liability company, its general partner.

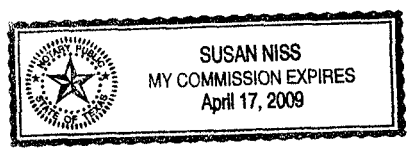


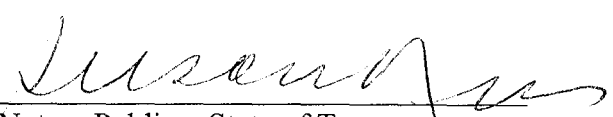


Notary Public – State of Texas

THE STATE OF TEXAS §
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This instrument was acknowledged before me on the 17 day of January, 2008, by Alan Quintero and Joanne Quintero known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

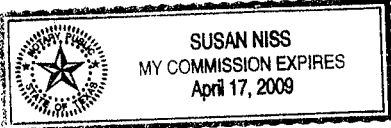




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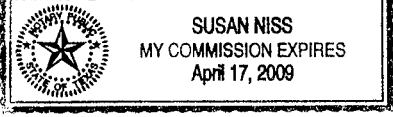
This instrument was acknowledged before me on the 12 day of January, 2008,
by Timothy Thibodeaux and Beth K. Thibodeaux known to me to be the persons whose
names are subscribed to the foregoing instrument, and acknowledged to me that they
executed the same for the purposes and considerations therein expressed.



Susan Niss
Notary Public – State of Texas

THE STATE OF TEXAS §
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COUNTY OF HARRIS §

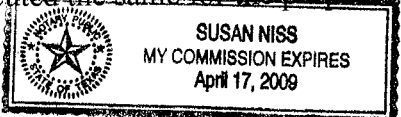
This instrument was acknowledged before me on the 12 day of January, 2008,
by Kilven R. Wells and Chandra M. Wells known to me to be the persons whose names
are subscribed to the foregoing instrument, and acknowledged to me that they executed
the same ~~for the purposes and considerations~~ therein expressed.



Susan Niss
Notary Public – State of Texas

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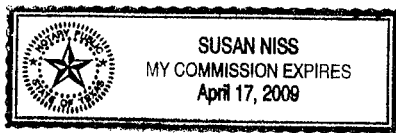
This instrument was acknowledged before me on the 12 day of January, 2008,
by William T. Hunt and Karen Aronson-Hunt known to me to be the persons whose
names are subscribed to the foregoing instrument, and acknowledged to me that they
executed the same ~~for the purposes and considerations~~ therein expressed.



Susan Niss
Notary Public – State of Texas

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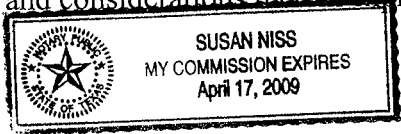
This instrument was acknowledged before me on the 12 day of January, 2008, by Kelly D. Toney and Angela Toney known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.



Susan Niss
Notary Public – State of Texas

THE STATE OF TEXAS §
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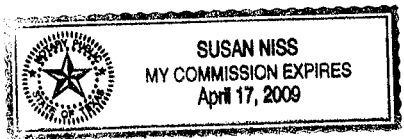
This instrument was acknowledged before me on the 12 day of January, 2008, by Greg Stay and Carla Stay known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.



Susan Niss
Notary Public – State of Texas

THE STATE OF TEXAS §
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This instrument was acknowledged before me on the 12 day of January, 2008, by John T. Sachs and Janice M. Sachs known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.



Susan Niss
Notary Public – State of Texas

THE STATE OF TEXAS

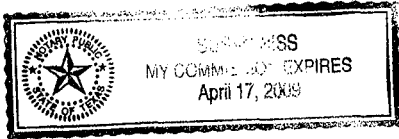
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COUNTY OF HARRIS

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This instrument was acknowledged before me on the 12 day of January 2008 by Darlene Joyce Sims known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

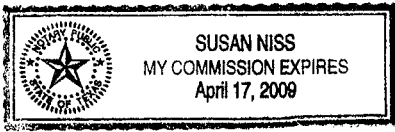


[Handwritten Signature]
Notary Public – State of Texas

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 12th day of January, 2008, by Derrick McKenzie 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 considerations therein expressed.



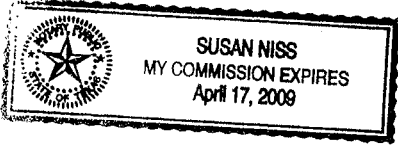
Susan Niss
Notary Public – State of Texas

Beverly Ann Taylor
2008 FEB - 8 AM 10: 11
FILED
COUNTY CLERK
HARRIS COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 26 day of January 2008, by Jeffrey Krause known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same for the purposes and considerations therein expressed.



Susan Niss
Notary Public – State of Texas

RECORDER'S MEMORANDUM:
At the time of recording this instrument was found to be in compliance with the public reproduction by means of electronic or photo copy, digital or paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

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

FEB - 8 2008



Beverly B. Kayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

After recording return to:
First General Realty Co.
10375 Richmond Ave., Suite 750
Houston, TX 77042

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