

OF COURTESY **FIRST AMENDMENT TO THE**
456 **DECLARATION OF**
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
VILLAGES OF CYPRESS LAKES, SECTION THREE (3)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of Villages of Cypress Lakes, Section Three (3), is made effective on the date hereinafter set forth by **WOODMERE DEVELOPMENT CO., LTD.**, a Texas limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the record owner of at least ninety percent (90%) of the Lots in that certain tract or parcel of real property which has been platted as **VILLAGES OF CYPRESS LAKES, SECTION THREE (3)**, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code Number 539173 of the Map Records of Harris County, Texas.

WHEREAS, by instrument entitled Declaration of Covenants, Conditions and Restrictions of Villages of Cypress Lakes, Section Three (3), dated May 11, 2004, Declarant imposed certain restrictions, covenants, conditions, stipulations and reservations upon all of the Lots in Villages of Cypress Lakes, Section Three (3), which original Declaration was filed for record in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. X647047 (Film Code No. 586-70-1165); and,

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WHEREAS, Declarant has determined that the uniform plan for the development, improvement and sale of the Properties should be partially amended, as hereinafter provided, and that the original Declaration as described in the immediately preceding paragraph should be, and the same is hereby amended only in the particulars herein specifically set forth; and,

WHEREAS, Section 9.1 of Article IX of the Declaration allows for the amendment of the 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, being the present record Owner of at least ninety percent (90%) of the Lots, hereby amends in part the original 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. X647047 (Film Code No. 586-70-1165).

ARTICLE I

Article VIII, Section 8.2 shall be amended to read as follows:

"3.5 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Property, for the improvement, maintenance and management of lakes, ponds and any Common Area and Common Facilities of the Association as well as any esplanades or landscaped areas within street rights-of-way designated by the Board of Directors of the Association as being appropriate for maintenance by the Association, and to enable the Association to fulfill its responsibilities. The responsibilities

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of the Association shall include, but not be limited to, the maintenance and repair of the lakes, ponds and Common Area and Common Facilities, if any; constructing and maintaining parkways, green belts, detention areas, right-of-ways, easements, esplanades, Common Areas, sidewalks, paths, and other public areas; construction and operation of all street lights; insecticide services; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the collection and enforcement of all charges, assessments, covenants, restrictions, and conditions established under this Declaration; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charges and assessments; employing policemen and watchmen, and/or security service, if desired; caring for vacant Lots and doing other things or things necessary or desirable in the opinion of the Board of Directors to keep the Lots neat and in good order, or which is considered of general benefit to the Owners or occupants of the Lots; and obtaining liability, workers compensation, property and Director and Officer liability insurance in amounts deemed proper by the Board of Directors of the Association. It is understood that the judgment of the Board of Directors of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith. All Lots in the Property shall commence to bear their applicable maintenance fund assessment simultaneously from the date of conveyance of the first Lot by

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a builder or building company to a resident Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Lots which are or at any time have been occupied, shall be subject to the annual assessment determined by the Board of Directors according to the provisions of Section 8.3. Lots which are not and have never been occupied, and which are owned by a builder or a building company shall be subject to an annual assessment equal to one-half ($\frac{1}{2}$) of the annual assessment applicable to occupied Lots. The rate of assessment for any calendar year for any individual Lot can change within that calendar year as the character of ownership and the status of occupancy changes, however, once any Lot has become subject to assessment at the full rate, it shall not thereafter revert to assessment at the lower rate. The applicable assessment for each Lot shall be prorated for each calendar year according to the rate applicable for each type of ownership of the Lot during that calendar year. Declarant shall elect annually in writing to (i) subsidize the approved budget for the subsequent year by paying the difference between the total approved budget for the year less the total amount due by Class A Members; or (ii) elect to pay assessments at the rate of fifty percent (50%) of the amount assessed other Class A Members for each Lot owned. Declarant is required to provide written notice to the Board each year prior to the end of the year. Failure by the Declarant to make such election by the end of each year shall result in Declarant paying pursuant to the most recent election made in writing to

the Board. A builder shall only be responsible to pay fifty percent (50%) of the assessment of other Lot Owners, for the period of time that the builder owns a Lot.”

Article IX, Section 9.4 shall be deleted in its entirety.

Article IX, Section 9.7 shall be amended to read as follows:

“9.7 Annexation. Additional residential property and “Common Area” may be annexed to the Properties:

- (a) With the consent of two-thirds (2/3) of the Members of the Association; or
- (b) Notwithstanding anything contained in (a) above, as long as there is a Class B Membership, additional land representing future sections or phases of Villages of Cypress Lakes may be annexed from time to time by the Declarant, its successors or assigns, without the consent of other Owners, or their mortgagees, within thirty (30) years of the date of recording of this Declaration of Covenants, Conditions and Restrictions;
- (c) The annexation or addition may be accomplished by the execution and filing for record in the Real Property Records of Harris County, Texas by the owner of the property being added or annexed of an instrument which may be called a “Supplemental Declaration”. Each such instrument evidencing the annexation of additional property

shall describe the portion of the property comprising the lots and common area, if any. Such "Supplemental Declaration" may contain such other provisions which are not inconsistent with the provisions of this Declaration of Covenants, Conditions and Restrictions or the general scheme or plan of Villages of Cypress Lakes as a residential development. Nothing in this Declaration shall be construed to represent or imply that Declarant, its successors or assigns, are under any obligation to add or annex additional property to this residential development;

- (d) At such time as a "Supplemental Declaration" is filed for record as hereinabove provided, the annexation shall be deemed accomplished and the annexed area shall be a part of the Properties and subject to each and all of the provisions of this Declaration of Covenants, Conditions and Restrictions as to the jurisdiction of the Association in the same manner and with the same force and effect as if such annexed property had been originally included in this Declaration of Covenants, Conditions and Restrictions as part of the original development.
- (e) After additions or annexations are made to the development, all assessments collected by the Association from the Owners in the annexed areas shall be commingled

