

Center

VILLAGES OF CYPRESS LAKES

GOLF COURSE RESTRICTIONS

07/24/01 201566079 V193253

\$43.00

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

B  
1

This Declaration of Covenants, Conditions and Restrictions (this "Declaration") is entered into effective as of the 19 day of July, 2001, by MARWOOD DEVELOPMENT CO., LTD., a Texas limited partnership ("Declarant").

RECITALS:

WHEREAS, Declarant is the owner of the 301.7799 acres of land described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property");

WHEREAS, Declarant has acquired the Property from Middleton Properties, Inc., a Missouri corporation ("Middleton");

WHEREAS, Middleton is the owner of the Cypress Lakes Golf Club, containing 185.4996 acres of land, according to the plat thereof recorded under Harris County Clerk's File No. 429038 (the "Golf Course Property"); and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property.

NOW, THEREFORE, Declarant does hereby adopt and establish the following covenants, conditions and restrictions, which shall apply to the Property and shall run with the land and bind each and every owner of the Property or any portion thereof.

1. Prohibited Uses. No portion of the Property will be used for any industrial or manufacturing use or use which may be or become an annoyance or nuisance to the Golf Course Property by reason of excessive odor, fumes, dust, smoke, noise, vibration or pollution including factories, slaughterhouses, tanneries, truck stops (exclusive of gasoline stations) or which may be hazardous by reason of excessive damage of fire or explosion. The foregoing shall not prohibit (i) activities reasonably associated with the development of the Property and construction of utilities to serve the Property and construction of improvements to the Property, or (ii) the use of the Property for residential, office, retail, storage or office warehouse purposes.

2. Use of Lots. Each portion of the Property which is shown as a platted lot on a plat of any portion of the Property filed for record in the Map Records of Harris County, Texas ("Lot") shall be used only for single family residential purposes.

3. Golf Course Lot Restrictions. Any Lot which is adjacent to or shares a boundary line with the Golf Course Property shall be referred to herein as a "Golf Course Lot". Golf Course Lots shall be subject to the following restrictions:

RETURN:

Alamo Title Company  
5599 San Felipe, Ste. 1400  
Houston, Texas 77056

- a. All Golf Course Lots shall be used only for single-family residential purposes.
- b. No outside speakers shall be installed on any Golf Course Lot.
- c. No satellite dish or antennae shall be installed on any Golf Course Lot except satellite dishes of one meter or less in diameter, which must be located within ten (10) feet of the residence on such Golf Course Lot.
- d. No chain link fences. Wooden fences shall be permitted only between lots and not along or intersecting with the boundary of the Golf Course Property. The owner of each Golf Course Lot shall erect and maintain a fence along the common boundary line of such Golf Course Lot and the Golf Course Property, such fence not to exceed six (6) feet in height and made of black wrought iron or other metal having the appearance of black wrought iron.
- e. Each owner of a Golf Course Lot expressly assumes the risk of damage from the play of golf on the Golf Course Property (including, but not limited to damage from golf balls driven onto the Golf Course Lot) and agrees to indemnify and hold harmless the owners of the Golf Course Property, the manager of the golf course on such property and the golfers who use such course from and against any and all claims or damages arising out of the use of the Golf Course Property as a golf course.
- f. Owners of Golf Course Lots, as well as their families, tenants, guests, invitees and pets, shall be obligated to refrain from any actions which would distract from or interfere with the playing qualities of any golf course located on the Golf Course Property.
- g. Owners of Golf Course Lots shall not discharge water from any sump pumps, swimming pools, jacuzzies or hot tubs onto the Golf Course Property without the prior written permission of the owner of the Golf Course Property.
- h. No statues, lawn ornaments or signs shall be placed on any Golf Course Lot so as to be visible from the Golf Course Property without the prior written consent of the owner of the Golf Course Property.
- I. Vegetable gardens and any raised landscaped beds or mounds exceeding 18 inches in height may be installed on Golf Course Lots in areas visible from the Golf Course Property only with the written approval of the Owner of the Golf Course Property.

- j. All recreational facilities and related items, including but not limited to above-ground swimming pools, above-ground hot tubs, swing sets, and basketball goals, whether permanent or temporary, shall be prohibited on Golf Course Lots unless any such facilities or items are specifically approved, in writing, by the Owner of the Golf Course Property.
- k. No signs shall be posted on Golf Course Lots except for signs advertising a Golf Course Lot for sale which may be permitted subject to the following:
  - (1) Only one (1) sign advertising the Golf Course Lot and related improvements for sale shall be located on the Golf Course Lot at any given time.
  - (2) Any such sign shall be located only in the front yard of the Golf Course Lot.
  - (3) Any such sign shall be no more than five square feet in size.
  - (4) No sign shall be placed along or oriented toward the Golf Course.
- l. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Golf Course Lot, except that dogs, cats, or other household pets may be kept, provided that they are not bred, kept or maintained for any commercial use and are confined, at all times, within the boundaries of their owner's Lot, unless restrained by a leash and attended by their owner. No outdoor kennels, doghouses, or other structures designed or used as a shelter for any such pets shall be permitted on any Golf Course Lot. In every case, dogs, cats, and other household pets which are excepted under this section, shall be kept in a manner that does not constitute an annoyance to the owners of other Lots, and does not adversely affect their use and enjoyment of their property. No dogs, cats, or other pets or animals of any kind, shall be permitted upon the Golf Course Property.
- m. No heavy equipment, tractors, commercial vehicles, semi-trucks, trailers, antique or collector vehicles, mobile homes, recreational vehicles, boats, boat and utility trailers, or other similar vehicles and equipment shall be permitted to be kept on any Golf Course Lot, street, easement or right-of-way, unless kept entirely within a garage or permitted storage area.
- n. At no time shall any unlicensed or inoperative vehicle be permitted on any Golf Course Lot or street, easement or right-of-way, unless kept entirely within a garage or permitted storage area.

- o. No owner of a Golf Course Lot shall burn garbage or other refuse on his Lot, nor shall any such owner accumulate out-of-doors any such refuse on his Lot.
- p. Except for construction materials and equipment used by the builder during the construction, repair or remodeling of a residence on a Lot, all construction materials and equipment, lawn equipment and similar items shall be stored at all times, when not in use, in a garage or permitted storage area.
- q. No trailers or temporary storage sheds shall be erected or situated on any Golf Course Lot, except those used by a builder during the construction, repair or remodeling of a residence on a Golf Course Lot.
- r. No solar panels or other similar apparatus shall be installed or permitted on any Golf Course Lot so as to be visible from the Golf Course Property.
- s. No trees, other than dead or diseased trees, shall be removed from the rear yard of any Golf Course Lot after the construction of the dwelling thereon without the written approval of the Owner of the Golf Course Property.
- t. No awnings or patio covers made from metal, fiberglass, or similar type material shall be permitted on any Golf Course Lot; however, the foregoing will not prohibit the use of metal or fiberglass frames for canvas awnings.
- u. Water wells and septic tanks shall be prohibited on all Golf Course Lots.
- v. The discharge of firearms and use of fireworks is prohibited on any part of the Golf Course Lots.
- w. Open fires, leaf burning, trash burning or the like shall be strictly prohibited. This provision shall not prohibit the use of outside grills, stoves, smokers, and other similar appliance designed for personal homeowner use.
- x. No storage tanks including, but not limited to, those used for the storage of water, gasoline, oil, other liquid or other gas shall be permitted on the property outside a building except for portable LP tanks used for outside cooking.
- y. The Owner of a Golf Course Lot shall not apply or arrange for the application of any fertilizer, weed killer, insecticide, or other chemical to the rear yard of a Golf Course Lot except for those fertilizers, weed killers, insecticides, and other chemicals applied by a professional landscape company or which are reasonably approved, in writing, by the Owner of the Golf Course Property

and included on its approved list. Any such fertilizer, weed killer, insecticide, or other chemicals shall be applied in accordance with the application rate reasonably approved and provided, in writing, by the Owner of the Golf Course Property. The rear yard, for purposes of this provision, shall include all areas running along and adjacent to any part of the Golf Course Property.

- z. The maximum building height of a residence erected on a Golf Course Lot shall not exceed 42 feet.
- aa. At the time of initial landscaping of each Golf Course Lot, the entire yard area shall be sodded and a minimum of at least two trees shall be planted in the rear of each Golf Course Lot.

4. Maintenance of Lots and Improvements. All Lots shall at all times be maintained in such a manner as to establish and preserve a quality community. The owner of each Lot shall:

- a. Mow the grass on all areas of the Lot and on all portions of the public right-of-way adjacent to each Lot (i.e., that portion of the public right-of-way between the curb and the Lot line) and provide fertilizer and weed control at such times as may be reasonably required in order to prevent the growth of weeds or other unsightly vegetation.
- b. Cut down, remove and replace all dead or diseased trees and shrubs from the Lot.

In the event that an Owner of any Golf Course Lot fails to fulfill the maintenance obligations pursuant to this Section or fails to comply with the Golf Course Lot restrictions as set forth in Section 3 above, the Owner of the Golf Course Property may serve a written demand for enforcement on any Board or Association that is responsible for enforcing these Covenants and Restrictions. If the Board or Association having that authority fails to act, within thirty (30) days of its receipt of the Golf Course Owner's written demand in a reasonable matter to cause the Golf Course Lot in question to be brought into compliance with all provisions of this Declaration referred to in the written demand, the Owner of the Golf Course Property shall have the right, but not the obligation, to enforce such obligations against the Owner of the Golf Course Lot in question in any manner provided at law or in equity and to recover its reasonable attorneys' fees and court costs from the Owner of the Golf Course Lot in question.

5. Exterior Materials. Loud or garish colors of brick, trim, siding or other exterior materials or roofing materials are prohibited. All siding and exterior trim shall be stone, stucco, brick, solid wood, other wood products, Hardiboard siding or other similar materials.

6. Garages and Accessory Structures. All residences on Lots shall have an attached or detached garage which will accommodate at least two (2) automobiles. No garage opening on a Golf Course Lot shall face the Golf Course Property. No detached storage structure (i.e., mini-barns and similar structures) shall be erected or placed on any Golf Course Lot.

7. Nuisances. No noxious or offensive activities shall be permitted on any Lot; nor shall anything be done on any Lot which may be or become an unreasonable annoyance or nuisance to the Owner of any other Lot. Any violation of this paragraph shall constitute a nuisance which may be abated by the Owner of the Golf Course Property in a manner provided at law or in equity and in any such action may recover its court costs and attorney's fees.

8. Entry On To Golf Course. No private carts shall be permitted on the Golf Course Property. No walking, jogging, bike riding, fishing or other activities shall be permitted on the Golf Course Property. Lot owners and their guests shall be prohibited from entering onto the Golf Course Property to play golf or for any other purpose, without first registering with the pro-shop.

9. Abandonment of Golf Course Use. In the event the Golf Course Property ceases to be used as a golf course and is developed for residential or other uses in such a manner as to evidence that the Golf Course Property will not be used primarily as a golf course, the restrictions contained in the following paragraphs of this declaration shall automatically terminate and be null and void: Sections 3, 4, 5, 6, 7 and 8.

10. Amendment. This Declaration may not be amended except by an instrument in writing signed by (i) the owners of a majority in acreage of the Property and (ii) the owners of a majority in acreage of the Golf Course Property. This Declaration shall remain in effect for a term of thirty (30) years from the date hereof.

Executed to be effective as of the date first above written.

DECLARANT:

MARWOOD DEVELOPMENT CO., LTD.

By: Roger B. Medors  
Name: Roger B. Medors  
Title: Manager

(2)  
1a

MIDDLETON:

MIDDLETON PROPERTIES, INC.,

By: George E. Middleton  
Name: GEORGE E. MIDDLETON  
Title: Pres.

1a

