

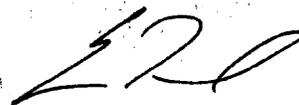
EIGHTH SUPPLEMENTAL
NOTICE OF DEDICATORY INSTRUMENTS
FOR
CYPRESSWOOD COMMUNITY ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The undersigned, being the authorized representative of Cypresswood Community Association, a property owner's association as defined in Section 202.001 of the Texas Property Code (the "Association"), hereby supplements the "Notice of Dedicatory Instruments" ("Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on March 5, 2002 under Clerk's File No. V639669, the "First Supplemental Notice of Dedicatory Instruments" (the "First Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on January 27, 2009 under Clerk's File No. 20090032723, the "Second Supplemental Notice of Dedicatory Instruments" (the "Second Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on December 30, 2011 under Clerk's File No. 20110547753, the "Third Supplemental Notice of Dedicatory Instruments" (the "Third Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on March 17, 2015 under Clerk's File No. 20150106605, the "Fourth Supplemental Notice of Dedicatory Instruments" (the "Fourth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on April 29, 2015 under Clerk's File No. 20150176993, the "Fifth Supplemental Notice of Dedicatory Instruments" (the "Fifth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on June 18, 2015 under Clerk's File No. 20150263472, the "Sixth Supplemental Notice of Dedicatory Instruments" (the "Sixth Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on July 12, 2016 under Clerk's File No. 2016302571, and the "Seventh Supplemental Notice of Dedicatory Instruments" (the "Seventh Supplemental Notice") recorded in the Official Public Records of Real Property of Harris County, Texas on August 8, 2016 under Clerk's File No. 2016-349275, which instruments were filed for record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. Additional Dedicatory Instruments. In addition to the Dedicatory Instruments identified in the Notice and the Supplemental Notices, the following document is a Dedicatory Instrument governing the Association:
 - Amended and Restated Governing Documents Enforcement and Fine Policy for Cypresswood Community Association

This Eighth Supplemental Notice is being recorded in the Official Public Records of Real Property of Harris County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Eighth Supplemental Notice is true and correct and the attached document is a true and correct copy of the original.



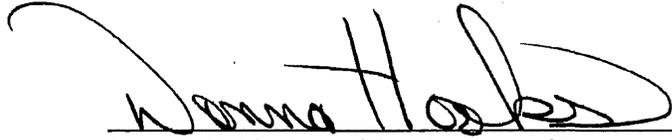
Eric B. Tonsul, authorized representative of
Cypresswood Community Association

RP-2017-156848

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day personally appeared Eric B. Tonsul, authorized representative of Cypresswood Community Association, 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 purpose and in the capacity therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 12th day of April, 2017, to certify which witness my hand and official seal.



Notary Public in and for the State of Texas



RP-2017-156848

Return to:
Eric B. Tonsul
Roberts Markel Weinberg Butler Hailey, P.C.
2800 Post Oak Blvd., Suite 5777
Houston, TX 77056

AMENDED AND RESTATED
GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY
for
CYPRESSWOOD COMMUNITY ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, Frank Cario, Secretary of Cypresswood Community Association (the "Association"), certify that at a meeting of the Board of Directors of the Association duly called and held on the 27 day of MARCH, 2017, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Amended and Restated Governing Documents Enforcement and Fine Policy (this "Policy") was approved by not less than a majority of the Board members in attendance.

RECITALS:

1. The Association's Governing Documents (as hereafter defined) and the Texas Property Code grant to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Declarations for the various sections of the Subdivision.
2. Section 209.006 of the Texas Property Code sets forth notice requirements prior to the commencement of enforcement action, including the imposition of fines.
3. The Board of Directors desires to adopt a policy relating to the enforcement of the Declaration and the Articles of Incorporation, Bylaws, and rules and regulations of the Association consistent with Section 209.006 of the Texas Property Code and applicable provisions in the Declaration.
4. A Governing Documents Enforcement and Fine Policy was previously filed in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. 2016-302571 and is superseded and replaced by this Policy.

WITNESSETH:

It is the policy of the Association to enforce its Governing Documents as provided below.

Section 1. Definitions.

Capitalized terms used in this Policy have the following meanings:

- 1.1 **Board or Board of Directors** - The Board of Directors of the Association.

RP-2017-156848

- 1.2 **Bylaws** - The Bylaws of Cypresswood Homeowners Improvement Association, now known as Cypresswood Community Association, recorded in the Official Public Records of Real Property of Harris County, Texas on December 17, 2002 under Clerk's File No. W296116.
- 1.3 **Declaration** - The Declarations of Covenants, Conditions and Restrictions for Cypresswood, Sections One (1) through Twelve (12); and the Declaration of Covenants, Conditions and Restrictions for Preserve at Cypresswood recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File Nos. D214938, D420485, D555050, D623838, E107348, E933410, F678311, G131237, H719040, H417463, H079117, and 20140482081 respectively, as subsequently amended.
- 1.4 **Governing Documents** - The Declarations, the Articles of Incorporation and Bylaws of the Association, all guidelines applicable to the Subdivision, and the rules and regulations of the Association as adopted by the Board and recorded in the Official Public Records of Real Property of Harris County, Texas.
- 1.5 **Subdivision** - The residential development located in Harris County, Texas comprised of Cypresswood, Sections One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) and the Preserve at Cypresswood.

Other capitalized terms used in this Policy, but not defined herein, have the same meanings as that ascribed to them in the Declarations.

Section 2. Types of Violations. Section 209.006 of the Texas Property Code refers to curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.

2.1 **Curable Violations** - By way of example and not in limitation, the Texas Property Code lists the following as examples of curable violations:

- a. a parking violation;
- b. a maintenance violation;
- c. the failure to construct improvements or modifications in accordance with approved plans and specifications; and
- d. an ongoing noise violation such as a barking dog.

2.2 **Uncurable Violation** - A violation that has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. By way of example and not in limitation, the Texas Property Code lists the following as examples of uncurable violations:

- a. an act constituting a threat to health or safety;

- b. discharging fireworks;
- c. a noise violation that is not ongoing; and
- d. holding a garage sale or other event prohibited by the Governing Documents.

2.3. **Violation that is a Threat to Public Health or Safety** - Per the Texas Property Code, a violation that could materially affect the physical health or safety of an ordinary resident.

As provided in this Policy, there are two (2) enforcement procedures to be followed depending upon whether the violation is curable *and* does not pose a threat to public health or safety or whether the violation is incurable *and/or* poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or incurable or a threat to public health or safety, the Board has the authority to make the determination and, therefore, to decide which enforcement procedure will be followed. Provided that, this Policy is not to be construed to impose an obligation on the Board to pursue enforcement action with respect to a violation or alleged violation if the Board, in its reasonable good faith judgment, decides that enforcement action is not warranted or necessary.

Section 3. Enforcement - Curable Violations That Do Not Pose a Threat to Public Health or Safety. If a violation is curable and does not pose a threat to public health or safety, the Owner will be given a reasonable period to cure the violation, as provided below. The time period given to an Owner may vary depending upon the violation and the difficulty involved or the effort required to cure the violation. The Board of Directors may, but is not obligated to, consider any special circumstance relating to the violation and the cost to cure the violation. The enforcement procedure for this type of violation is as follows:

3.1. **Courtesy Letter** - Upon verification of a violation, a courtesy letter may be sent to the Owner describing the violation and requesting that the Owner cure the violation within a stated time period. The Association is not required to send a courtesy letter.

3.2. **Violation Letter** - After the expiration of the time set forth in the courtesy letter, if a courtesy letter is sent, a violation letter may be sent to the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot or Commercial Unit, the violation letter may be the first letter sent to the Owner. The Association is not required to send a violation letter. If sent, the violation letter will include:

- a. a description of the violation;
- b. the action required to correct the violation;
- c. the time by which the violation must be corrected; and
- d. notice that if the violation is not corrected within the time provided or if there is a subsequent violation of the same restriction, a fine may be imposed.

3.3. **Demand Letter** - Either upon initial verification of a violation, or after the expiration of the time period stated in the courtesy letter and/or violation letter, if sent, a demand letter may be sent to the Owner. The demand letter will be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the records of the Association, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner. Depending on the severity of the violation and/or the history of prior violations on the Owner's Lot or Commercial Unit, the demand letter may be the first letter sent (rather than a courtesy letter and/or a violation letter), as determined by the Board in its sole discretion.

3.4. **Content of the Demand Letter** - The demand letter will include the following:

- a. a description of the violation that is the basis for the suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner is entitled to a reasonable period to cure the violation and avoid the suspension, charge or fine;
- c. a specific date, which must be a reasonable period, by which the Owner must cure the violation. If the Owner cures the violation before the date specified, a fine may not be assessed for the violation;
- d. a notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- e. notice that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 *et seq.*), if the Owner is serving on active military duty.

3.5. **Hearing Requested** - If a hearing is properly requested by the Owner, the hearing must be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

3.6. **Hearing Not Requested** - If a hearing is not properly requested by the Owner, the violation must be cured within the time frame set forth in the demand letter. Fines, suspension of the right to use Common Areas, and other remedies available to the Association may be implemented after the expiration of the thirty (30) day time frame provided to the Owner to request a hearing.

3.7. **Remedies** - The Owner is liable for, and the Association may collect

RP-2017-156848

reimbursement of, reasonable attorney's fees and other reasonable costs incurred by the Association after the conclusion of a hearing, or, if a hearing is not requested, after the date by which the Owner must request a hearing. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Areas may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records if the violation is not cured within the specified time frame.

Section 4. Enforcement - Uncurable Violations and/or Violations that Pose a Threat to Public Health or Safety.

Upon initial verification of an incurable violation and/or threat to public health or safety, a demand letter may be sent to the Owner. The demand letter will be sent by certified mail or by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier. The demand letter must be sent to the Owner's last known address as shown in the Association's records, as well as by any other method that the Board determines will cause the demand letter to be received by the Owner.

4.1. **Content of the Demand Letter** - The demand letter will include the following:

- a. a description of the violation that is the basis for the suspension action, charge, or fine and any amount due the Association;
- b. notice that the Owner may request a hearing before the Board of Directors, such request to be made in writing on or before the 30th day after the date the notice was mailed to the Owner; and
- c. notice that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty;

4.2. **Hearing Requested** - If a hearing is properly requested by the Owner, the hearing must be held not later than the 30th day after the date the Association receives the Owner's written request for a hearing. Notification of the date, time and place of the hearing will be sent not later than the 10th day before the hearing. If a postponement of the hearing is requested by either the Association or the Owner, a postponement must be granted for a period of not more than ten (10) days. Any additional postponement may be granted by agreement of the parties.

4.3. **Remedies** - Regardless of whether the Owner chooses to request a hearing, fines, suspension of the right to use the Common Areas, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner is liable for, and the Association may collect reimbursement of, reasonable

attorneys' fees and other reasonable costs incurred by the Association. Additionally, the Association may, but is not obligated to, exercise any self help remedies set forth in the Declaration. Further, the right to use the Common Areas may be suspended.

In addition to charging fines, the Association reserves the right under the Governing Documents and under Texas law, to file a suit for the recovery of damages and/or injunctive relief.

A notice of violation may also be recorded in the real property records should the violation not be cured within the specified time frame.

Section 5. Subsequent Violation. If an Owner has been given notice in accordance with Section 3 or Section 4 of this Policy in the preceding six (6) month period, notice is not required for the recurrence of the same or similar violation. The Association may impose fines or suspend the Owner's right to use the Common Areas without first sending another demand for compliance.

Section 6. Fines. Subject to the notice provisions set forth in Section 3 or Section 4 of this Policy, as applicable, the Association may impose fines against an Owner as a result of a violation pursuant to the Schedule of Fines attached hereto as Exhibit "A". The Board of Directors of the Association may modify the Schedule of Fines from time to time. In Cypresswood, Sections One (1) through Twelve (12), fines imposed against an Owner are the personal obligation of the Owner and may be collected as a debt; however, fines are not secured by the lien created in the Declaration. In the Preserve at Cypresswood, fines imposed against an Owner are secured by the lien created by that Declaration and may be collected in the manner set forth in Article VII of the Declaration for the Preserve at Cypresswood for the collection of assessments.

This Policy replaces and supersedes, in its entirety, any previously adopted or recorded deed restriction enforcement policies of the Association.

I hereby certify that I am the duly elected and acting Secretary of the Association and that this Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

TO CERTIFY which witness my hand this ____ day of _____, 2017.

CYPRESSWOOD COMMUNITY ASSOCIATION

By: Frank Cario

Print Name: FRANK CARIO

Its: Secretary

EXHIBIT A

CYPRESSWOOD COMMUNITY ASSOCIATION
SCHEDULE OF FINES

<u>Violation of the Governing Documents</u>	<u>AMOUNT OF FINE</u>
First Violation	\$25.00
Second Violation	\$50.00
Third Violation	\$75.00
Fourth Violation	\$100.00
Ongoing Violation	\$25.00 per day for each day the violation continues to exist

This Schedule of Fines may be amended and/or supplemented from time to time as deemed appropriate by the Board of Directors.

RP-2017-156848

RP-2017-156848

RP-2017-156848
Pages 11
04/12/2017 12:24 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$52.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or 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.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS