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notice

**AFFIDAVIT of the OFFICERS
for the
CYPRESS CROSSING CIVIC ASSOCIATION, INC.**

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THE STATE OF TEXAS

COUNTY OF HARRIS

The Officers of the Cypress Crossing Civic Association, Inc, known to me to be the person whose names are subscribed hereto, and after being by me duly sworn, upon oath, deposed and stated:

1. the attached Deed Restrictions of the said CYPRESS CROSSING SUBDIVISION, an unrecorded subdivision in the James Morgan Survey 788, Harris County, Texas, were adopted on January 14, 2019, by more than 75% approval (85%) of property owners
2. that said Deed Restrictions are in effect to this date, and
3. that no changes have been made or adopted to said Deed Restrictions since that date.

Further, we the undersigned, the Officers and Board of the CYPRESS CROSSING CIVIC ASSOCIATION, INC. have read the above affidavit and it is true and correct.

Signed this 14 day of January, 2019.

OFFICERS:

Rebecca Hudson President/Agent
Rebecca Hudson

Tim Atchinson Treasurer
Tim Atchinson

Chris Haman Vice President
Chris Haman

Lois Gronau-Fietz Secretary
Lois Gronau-Fietz

Twila Barnett Director
Twila Barnett

David Eppley Director
David Eppley

Mandy Haman Director
Mandy Haman

Mehdi Masaheri Director
Mehdi Masaheri

Vicki Moore Director
Vicki Moore

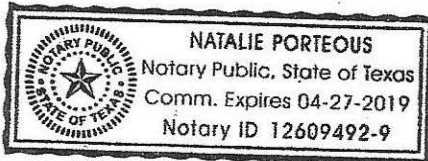
This instrument was acknowledged before me on this day 14 of January, 2019.

Natalie Porteous

NOTARY

April 27, 2019

NOTARY EXPIRATION



Retr

Cypress Crossing Civic Association, 11011 Tower Oaks Blvd, Houston TX 77065

FILED FOR RECORD

3:54:31 PM

Tuesday, January 29, 2019

Diane Troutman

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Tuesday, January 29, 2019



Diane Troutman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RESTRICTIONS OF CYPRESS CROSSING
AN UNRECORDED SUBDIVISION IN THE
JAMES MORGAN SURVEY 788
HARRIS COUNTY, TEXAS

These Deed Restrictions were ratified on January 26, 2019. This document supercedes all other versions.

That Cypress Crossing, in Harris County, Texas, does hereby create the following set of restrictions in order to ensure to all purchasers that the properties thereon will be developed and maintained in a uniform manner to the mutual benefit of itself and all future owners and accordingly, the following conditions, restrictions and covenants running with the land, binding upon all lots and future purchasers or owners, their heirs, and assigns, and all parties, or persons, holding possession under such purchasers or future owners in Cypress Crossing. Each purchaser and future owner or party holding possession under such person, agree that they shall be subject to and bound by the conditions, restrictions, and covenants as follows:

1. The conditions and restrictive covenants shall be binding upon the land and the purchasers thereof until February 2029, and may be extended for additional ten year periods thereafter, provided that three-fourths (3/4th) of the then owners of lots in said subdivision shall agree in writing properly filed in the Office of the County Clerk of Harris County, that the said restrictions shall be continued for such period.
2. The Purpose of the below restrictions is to maintain a high standard of living conditions and hereby make it a desirable residential Subdivision. It is understood and agreed that should a violation, or attempted violation of any of the foregoing covenants and restrictions by a purchaser in said subdivision occur, Cypress Crossing Civic Association is in nowise responsible, financially or otherwise, but will use their best efforts to adjust any violations.
 - a. A violation is considered curable if the violation has occurred but is not a continuous action or condition capable of being remedied by affirmative action.
 - b. The non-repetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.
 - c. Enforcement of these restrictions shall be directed by majority of the members of the Board of Directions. See Bylaws for enforcement procedure(s).
3. Lots
 - a. All lots of Cypress Crossing shall be used for single family residential purposes only.
 - b. No lot shall be used or occupied for any vicious or immoral purpose, nor in violation of the laws of the local, state or federal governments.

c. Animals

- c.i. No animals shall be raised or maintained on the property in such manner of with such lack of care as to cause offensive odors or noises or so as to otherwise be a nuisance or annoyances to persons of ordinary reasonable sensitivity.
 - c.ii. No animals shall be raise or maintained for commercial purposes.
 - c.iii. All animals and pets, maintained on any lot, shall be restrained from the property of others.
 - c.iv. No poultry is allowed on any lot.
 - d. No hunting or discharge of firearms shall be permitted.
 - e. Unregistered automobiles shall not be visible from the street or stored in a manner as to attract or harbor vermin.
 - f. Recreational vehicles (i.e. motor homes, camp trailers, etc.) may be stored on a lot.
 - g. The Office of the State Comptroller limits garage sales to two per year per lot.
 - h. No lot shall be used for the warehousing or storage of commercial property, inventory, or vehicles of any kind for re-sale or retail use.
 - i. It is specifically agreed that tract owners shall not excavate, remove, or sell the soil, nor cut, sell or remove timber other than as necessary for the reasonable use, upkeep and maintenance of the property which would not in any manner decrease the value of the same and shall at all times maintain such property in conformity with the general plan and scheme of residential development as herein set forth, to the end and purpose that the property herein sold, as well as other properties in the Subdivision will maintain uniform conformity development.
4. The Architectural Control Committee of the Cypress Crossing Civic Association is hereby empowered to review and approved/disapprove plans, specifications and/or lot plans for any resident, owner, or purchaser in Cypress Crossing Subdivision in order to ensure harmony of external and structural design and quality of the subdivision.
- a. No residence shall be built or maintained on an area of less than 600 square feet of living area, exclusive of garages and open porches.
 - b. Residences shall be built at least 50 feet from the centerline of the main roadways as dedicated, and at least 25 feet from the interior lot lines.

- c. All mobile homes must have foundations skirted in the manner and with materials approved by FHA within 60 days after moving onto the lot.
- d. All mobile homes placed upon any lot shall have tie downs meeting or exceeding the standards established by all applicable local and state laws.
- e. Only one residence shall be built or maintained on any lot.
- f. All out-buildings shall be located to the rear of the residence.
- g. All buildings on lot must be properly maintained.
- h. Any installation of primary residences, outbuildings or the renovation of or addition to these or any other permanent or temporary structures shall have the approval of the Architectural Control Committee prior to the commencement of such work.
- i. Failure by any owner, resident, or purchaser to secure such approval will constitute a violation of the restrictions and will be subject to fines determined by the board of directors and in accordance with state laws.

5. Trash/Waste/Debris

- a. No leaves, brush, timber, debris, or trash of any nature shall be permitted to be placed, disposed of or burned within the road right-of-ways.
- b. The burning of household and construction waste is strictly prohibited in the subdivision.
- c. All fires must be maintained in a designated area, well attended and with a garden hose close by as requested by the fire department.
- d. Trash/trash containers shall not be placed at the roadway prior to the day before scheduled trash pick-up.
- e. Trash containers must be removed from the roadway on the day of pick-up.
- f. All trash containers shall be screened from view of the front of the residence so they cannot be seen from the road.

6. Signs/Billboards

- a. No billboards or other advertising signs of any nature either commercial, or private, shall be erected or maintained, except for reasonable "For Sale or For Rent" signs pertaining to the sale, or rental of the lot(s) and improvements thereon.
- b. No signs shall be posted on the side of the fence facing Cypress North Houston.

7. Septic Systems/Utilities/Easements

- a. Whenever a residence is established on any lot it will provide an inside toilet and will be connected with a septic system whose adequacy will be subject to the approval of the Harris County Engineering Department.
- b. No cesspool shall ever be dug, used or maintained on any parcel of land in this subdivision.
- c. Drainage of septic tanks or sewerage into roads, lakes, streets, alleys, ditches, ravines, or upon the open ground shall be prohibited and enforceable
- d. The owners of the subdivision lots are responsible for maintaining their septic system.
- e. All lots are sold are subject to easement for public utilities as may already be existing or as may become reasonable necessary for Cypress Crossing to create in the future and all of which rights is reserved so as to permit good development of the subdivision and provide necessary utilities.
- f. All tracts herein sold are subject to prior recorded reservation of all oil, gas and other minerals, together with all restrictions herein set forth and as well as any other easements, reservations and restrictions of record.

8. Membership and Fees

- a. Every owner(s) of a lot which is subject to assessment shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.
- b. The owner(s) of each property shall have one vote for each lot owned.
- c. The Buyer of each lot agrees to pay an annual maintenance fee to the Cypress Crossing Civic Association which shall be to defray the cost of upkeeps of all community assets for general maintenance and upkeep of Cypress Crossing.
 - c.i. The annual maintenance fee can be paid in advance (checks will be held until January 1st), yearly (by January 31st), quarterly or annually.
 - c.ii. The fees may be increased or decreased in proportion to the demands created by the Cypress Crossing Civic Association by vote according to the Constitution and By-Laws.
 - c.iii. The assets belonging to and for which the Cypress Crossing Civic Association is responsible for include, but are not limited to, the front entrance and fence, and the roads within the subdivision.
 - c.iv. The owner(s) of each lot that is being rented/leased shall provide the contact name and phone number of the current tenants that can be used in case of emergency.

9. Roads/Parking

- a. No parking at any time on the roads within the subdivision.

- b. Violations of the "No-Parking" Rules shall be enforced by TOWING (at owner/operators risk and expense).
 - c. These rules apply to residents and their guest and other visitors and shall not interfere with the normal activities of the community including, but not limited to, parcel deliveries, mail, utility vehicles (gas, electric, telephone, cable, etc).
 - d. All existing roads are hereby dedicated to the property owners of Cypress Crossing to insure permanent access to their land.
10. If parties hereto, or any one of the future owner, of this subdivision, their heirs or assigns, shall violate or attempt to violate, any of the covenants or restricts herein contained, then any owner in the subdivision or the Cypress Crossing Civic Association shall have the right to prosecute any proceeding, at law or in equity, against any person violating or attempting to violate any of the covenants or restrictions, and either prevent such person or persons from so doing by prohibitive or mandatory injunction to recover damages from such violation. It is further stipulated that the invalidation of any one or more of the covenants, restrictions or condition, by any judgment or court order shall in nowise affect or invalidate any of the other provisions, but all other provisions shall remain in full force and effect.