NOTICE OF DEDICATORY INSTRUMENTS for CYPRESSWOOD PLACE COMMUNITY IMPROVEMENT ASSOCIATION

THE STATE OF TEXAS §

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COUNTY OF HARRIS §

The undersigned, being the authorized representative of Cypresswood Place Community Improvement Association ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

- 1. Property: The Property to which the Notice applies is described as follows:
 - a. Cypresswood Place, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film Code No. 356068 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.
- 2. <u>Restrictive Covenants</u>: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
 - a. Documents:
 - (1) First Amended and Restated Declaration of Covenants, Conditions and Restrictions of Cypresswood Place, Section One (1).
 - b. Recording Information:
 - (1) Harris County Clerk's File No. 20140457397.
- 3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Harris County, Texas:
 - a. Document:
 - (1) Declaration of Architectural Standards and Restrictions of Cypresswood Place, Section One (1) regarding Architectural Controls.
 - (2) Addition of Parking Rules and Regulations.

- (3) Cypresswood Place Community Improvement Association Payment Plan Policy.
- (4) Cypresswood Place Community Improvement Association Records Production and Copying Policy.
- (5) Cypresswood Place Community Improvement Association Document Retention Policy.
- (6) Cypresswood Place Community Improvement Association Guidelines for Solar Energy Devices.
- (7) Cypresswood Place Community Improvement Association Guidelines for Display of Certain Religious Items.
- (8) Cypresswood Place Community Improvement Association Guidelines for Roofing Materials.
- (9) Cypresswood Place Community Improvement Association Guidelines for Rainwater Recovery Systems.
- (10) Cypresswood Place Community Improvement Association Guidelines for Display of Flags.

b. Recording Information:

- (1) Harris County Clerk's File No. 20140457400.
- (2) Harris County Clerk's File No. 20090077420.
- (3) Harris County Clerk's File No. 20120027000.
- (4) Harris County Clerk's File No. 20120027001.
- (5) Harris County Clerk's File No. 20120027002.
- (6) Harris County Clerk's File No. 20120027003.
- (7) Harris County Clerk's File No. 20120027004.
- (8) Harris County Clerk's File No. 20120027005.
- (9) Harris County Clerk's File No. 20120027006.
- (10) Harris County Clerk's File No. 20120027007.
- 4. <u>Dedicatory Instruments</u>: In addition to the Dedicatory Instruments identified in Paragraph 3 above, the following documents are Dedicatory Instruments governing the Association:
 - a. 209 Hearing Policy for Cypresswood Place Community Improvement Association.
 - b. Bid Solicitation Policy for Cypresswood Place Community Improvement Association.
 - c. Display of Religious Items Policy for Cypresswood Place Community Improvement Association.
 - d. Security Measures Policy for Cypresswood Place Community Improvement Association.
 - e. Governing Documents Enforcement and Fine Policy for Cypresswood Place Community Improvement Association.

True and correct copies of such Dedicatory Instruments are attached to this Notice.

This 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 Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the originals.

Executed on this 1st day of June, 2022.

CYPRESSWOOD PLACE COMMUNITY IMPROVEMENT ASSOCIATION

By:

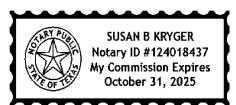
Eric B. Tonsul, authorized representative

THE STATE OF TEXAS §

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COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 1st day of June, 2022 personally appeared Eric B. Tonsul, authorized representative of Cypresswood Place Community Improvement 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.



209 HEARING POLICY for CYPRESSWOOD PLACE COMMUNITY IMPROVEMENT ASSOCIATION

COUNTY OF HARRIS

Secretary of Cypresswood Place Community
Improvement Association (the "Association"), certify that at a meeting of the Board of
Directors of the Association (the "Board") duly noticed, and held on the day of

members in attendance.

RECITALS:

remaining throughout, and being duly authorized to transact business, the following 209 Hearing Policy (this "Policy") was approved by not less than a majority of the Board

____, 2022, with at least a quorum of the Board members being present and

- 1. The property encumbered by this 209 Hearing Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions and Easements of Cypresswood Place, Section One, recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. P333194, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
- 2. Article III, Section 3.5 of the Declaration grants to the Association the power and authority to enforce all covenants, conditions and restrictions set forth in the Dedicatory Instruments (as defined by the Texas Property Code).
- 3. Section 209.007 of the Texas Property Code ("Code") sets forth notice requirements to provide an Owner with an opportunity to cure a violation or delinquency, including providing the Owner with an opportunity to request a hearing with the Board.
- 4. The Board desires to adopt a procedure for conducting a hearing that is consistent with Sections 209.006 and 209.007 of the Code and applicable provisions in the Dedicatory Instruments.
- 5. This Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

BOARD HEARING PARAMETERS

In the event that an Owner requests a Board Hearing pursuant to the Texas Property Code and/or Association's Governing Documents Enforcement and Fining Policy or Collections Policy, the following parameters will govern the Board Hearing:

I. Definitions

- A. "ACC" means the Association's Architectural Control Committee and the architectural review authority, as defined by Section 209.00505 of the Code. Except during the development period or any period in which the declarant appoints at least a majority of the ACC members or has the authority to veto or modify a decision of the ACC, a person may not be appointed or elected to serve on the ACC if the person is:
 - a. A current board member;
 - b. A current board member's spouse; or
 - c. A person residing in a current board member's household.
- B. "ACC Notice" means the notice of ACC denial sent to the Owner by the Association pursuant to Section III(A) of this Policy.
- C. "Board Hearing" means any hearing before the Board pursuant to this Policy.
- D. "Code" means the Texas Property Code.
- E. "Dedicatory Instrument" has the meaning as defined by Section 209.002(4) of the Code.
- F. "Hearing Notice" means the notice of hearing sent to the Owner by the Association pursuant to Section II(B) of this Policy.
- G. "Hearing Packet" means the packet provided to the Owner by the Association pursuant to Section IV(B) of this Policy.

II. Rules Applicable to All Hearings

A. The Board Hearing shall be held no later than the thirtieth (30th) day after the date the Board receives the Owner's request for a Board Hearing. The Board or the Owner may request a postponement and, if requested, a postponement shall be

- granted for a period of not more than ten (10) days. Notwithstanding the foregoing, the Board Hearing may be scheduled outside of these parameters by agreement of the parties.
- B. The Board shall provide a Hearing Notice setting forth the date, time, and place of the Board Hearing, to the Owner not later than ten (10) days before the date of the Board Hearing. The Board Hearing may be held by virtual or telephonic means, in which case the access information for the virtual or telephonic Board Hearing shall be the "place" of the Board Hearing for purposes of the Notice.
- C. Owners are expected to provide copies of any documentary evidence the Owner intends to introduce at the Board Hearing to the Board no later than five (5) days before the Board Hearing.
- D. The Board is not required to deliberate or reach a determination during the Board Hearing. Rather, all information gleaned from the Board Hearing may be taken under advisement by the Board. The Association or its managing agent may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no written communication from the Association or the managing agent within this timeframe, the violation will remain standing.
- E. The Board may set a time limit for the Board Hearing, to be determined at the Board's sole and absolute discretion, taking into account factors including but not limited to the complexity of the issues and the number of exhibits. The Board may communicate the time limitation in any manner to the Owner and will make every effort to communicate the time limitation to the Owner in advance of the date of the hearing. The time limitation will be strictly adhered to and is intended to strike a balance between: (i) allowing the Association ample time to present its case; (ii) allowing the Owner ample time to present the Owner's response; (iii) the Board's finite amount of time available to consider such issues.
- F. All parties participating in the Board Hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a Board Hearing if the Board, in its sole and absolute discretion, determines the Board Hearing has become unproductive and/or contentious. The Board, in its sole and absolute discretion, reserves the right to reconvene any Board Hearing that is terminated pursuant to this Section II(F).
- G. Either party may make an audio recording of the Board Hearing.
- H. This Policy does not apply to instances where the Association files a suit seeking a temporary restraining order, or temporary injunctive relief, or files a suit that includes foreclosure as a cause of action. Further, this Policy does not apply to a temporary suspension of a person's right to use Common Areas that is the result

of a violation that occurred in a Common Area and involved a significant and immediate risk of harm to others in the subdivision. The temporary suspension is effective until the Board makes a final determination on the suspension action after following the procedures prescribed by this Policy.

- I. Owners are entitled to one hearing, unless the Board in its sole and absolute discretion agrees to allow additional hearings.
- J. In accordance with Section 209.007(e) of the Code, an Owner or the Board may use alternative dispute resolution services.

III. <u>Additional Rules Applicable to Hearings in</u> <u>Connection with Denial of an ACC Application</u>

- A. In accordance with Section 209.00505(d) of the Code, a decision by the ACC denying an application or request by an Owner for the construction of improvements in the subdivision may be appealed to the Board. An ACC Notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The ACC Notice must:
 - a. describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
 - b. inform the Owner that the Owner may request a hearing on or before the thirtieth (30th) day after the date the notice was mailed to the Owner.
- B. During the Board Hearing, the Board (or a designated representative of the Association) and the Owner (or the Owner's designated representative) will each be provided the opportunity to verify facts and discuss the resolution of the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the ACC in the notice provided to the Owner under Section 209.004(d) of the Code.
- C. Following the Board Hearing, the Board may affirm, modify, or reverse, in whole or in part, any decision of the ACC as consistent with the Association's Dedicatory Instruments.

IV. Additional Rules Applicable to Other Hearings

A. Subject to the exceptions set forth in Section II(H) of this Policy, this Section IV shall apply to Board Hearings in connection with:

- a. the levying of fines for violations of the Dedicatory Instruments;
- b. suspension of an Owner's right to use the Common Areas;
- c. the filing of a lawsuit against an Owner other than a suit to collect regular or special assessments or foreclosure under the Association's lien;
- d. charging an Owner for property damage; or
- e. reporting of any delinquency of an Owner to a credit reporting service.
- B. The Board shall include with the Notice, a Hearing Packet containing all documents, photographs, and communications relating to the matter which the Board intends to introduce at the Board Hearing.
- C. If the Board fails to provide the Hearing Packet to the Owner at least ten (10) days before the Board Hearing, the Owner is entitled to an automatic fifteen (15) day postponement of the Board Hearing.
- D. During the Board Hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. An Owner, or an Owner's designated representative is then entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions of the Owner or designated representative.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing 209 Hearing 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 the day of Mby 20

Cypresswood Place Community Improvement Association

Printed: 1200 Seo Cohro

Its: Secretary

THE STATE OF TEXAS \$

COUNTY OF HARRIS \$

BEFORE ME, the undersigned notary public, on this 24th day of 2022, personally appeared Note Stock Share. Secretary of Cypresswood Place Community Improvement Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



BID SOLICITATION POLICY for CYPRESSWOOD PLACE COMMUNITY IMPROVEMENT ASSOCIATION

STATE OF TEXAS	ផ្					
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COUNTY OF HARRIS	į.					
1. Vard Boro	kahirip.	Secretary	of C	ypresswood	Place	Community
Improvement Association (tho "Associati	i on "), do her	eby cert	rity that at a i	meeting o	it the Hoard Oi
Directors of the Associat	ion (the " Bo	ard") duly	called	and held	on the 'i	day of
\mathcal{M}_{lag} , 20	22, with at lea	ist a quorum	of the	Board mem	bers being	g present and
remaining throughout, an	d being duly	authorized	to trai	nsact busine	ess, the f	ollowing Bid
Solicitation Policy was duly						

RECITALS:

- 1. The property encumbered by this Bid Solicitation Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions and Easements of Cypresswood Place, Section One, recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. P333194, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
- 2. Section 209.0052(c) of the Texas Property Code (the "Code") was added to provide an association the right to establish a procedure to solicit bids or proposals for services that will be in an amount in excess of \$50,000.00.
- 3. The Board of Directors of the Association desires to adopt a bids solicitation policy to establish a systematic procedure for soliciting bids or proposals from contractors who the Association may desire to contract with for Services (as defined below).
- 4. This Bid Solicitation Policy ("Policy") replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

POLICY:

For purposes of this Policy, "Services" include, by way of illustration and not limitation, pool maintenance and management services, fitness center management services, gate system management services, access system maintenance services, lighting and light inspection services, janitorial services, landscaping services, pest control services, accounting and legal services and

Bid Solicitation Policy for Cypresswood Place Community Improvement Association

Page 1 of 4

any other service which the Association may deem to be necessary to or desirable for the administration and maintenance of the community.

- 1. Applicability. This Policy shall only apply to contracts for Services to be performed by third-party service providers (hereinafter referred to as "Contractors") in exchange for payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00) over the term of the contract. This Policy shall not apply to any contract for the performance of Services in exchange for payment by the Association of an amount less than or equal to fifty-thousand dollars (\$50,000.00) over the term of the contract, regardless of whether such contract automatically renews resulting in total payment by the Association of an amount greater than fifty-thousand dollars (\$50,000.00).
- 2. <u>Bid Solicitation</u>. In the event the Association proposes to contract for Services that are subject to this Policy, the Board shall solicit bids or proposals using the bid process established below.

Bid Process.

a. <u>Solicitation</u>. The Board shall notify potential bidders of an opportunity to submit a bid for Services. Such notification may consist of an invitation to bid, a request for proposals, the submission of a master services agreement, or such other method that the Board, in its sole discretion, may deem appropriate for the solicitation of the Services sought (the "Solicitation").

The Board shall obtain multiple bids for the Services sought, provided there are multiple Contractors who offer the Services available. Notwithstanding the foregoing, the Board shall determine, in its sole discretion, the number of bids to seek for the Services. If there is only one qualified bidder for the Services sought, there shall be no requirement to solicit multiple bids.

The Board may implement deadlines by which Contractors must respond to a Solicitation for a bid, which deadlines, if implemented, will be stated in the Solicitation. The Board has the right, but not the obligation, to remove from consideration any Contractor who fails to respond to the Solicitation by the deadline, if implemented.

b. <u>Evaluation</u>. The Board shall determine the method and criteria by which each bid received will be evaluated. In conducting its evaluation, the Board may rely on factors such as, by way of illustration and not limitation, the scope of services, pricing and payment terms, insurance available to the Contractor, Contractor warranties and indemnification obligations, references obtained and past experiences with the Contractor. The Board shall have the sole discretion to determine which bid to select, and the Board shall not be obligated to select the lowest bid if the Board determines that a higher bid will better meet the needs of the Association.

- c. <u>Selection and Notification</u>. The Board shall notify the Contractor whose bid was successful of its selection within a reasonable time period after the date of the Board's decision, which time period shall be determined in the sole discretion of the Board. Such notification may be sent by certified mail, via email, or by any other method that the Board determines that the notification may be received by the selected Contractor. The Board may, but is not obligated to, notify Contractors whose bids were not selected of the rejection of their bid.
- d. <u>Frequency of Solicitation</u>. Regarding Services subject to this Policy that are an ongoing need in the community (by way of illustration, landscaping services), at least three (3) months prior to the expiration of the term of a contract for such Services, the Association shall follow the bid process set forth in this Policy. The Board, in its sole discretion, may determine which Services constitute an ongoing need within the community.
- e. <u>Board Discretion</u>. Notwithstanding anything contained in this Policy to the contrary, the Board has the authority to suspend the Solicitation requirements herein for any particular contract for Services as it deems necessary in its sole discretion.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Bid Solicitation 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.

Cypresswood Place Community
Improvement Association

Printed

Its: Secretary

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this day of May _______, 2022, personally appeared DMC Brokshive _______, Secretary of Cypresswood Place Community Improvement Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



DISPLAY OF RELIGIOUS ITEMS POLICY for CYPRESSWOOD PLACE COMMUNITY IMPROVEMENT ASSOCIATION

STATE OF TEXAS	§ c
COUNTY OF HARRIS	8
remaining throughout, and b	Secretary of Cypresswood Place Community the "Association"), do hereby certify that at a meeting of the Board of on (the "Board") duly called and held on the 2.2 day of 2, with at least a quorum of the Board members being present and being duly authorized to transact business, the following Display of luly approved by a majority vote of the members of the Board:

RECITALS:

- 1. The property encumbered by this Display of Religious Items Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions and Easements of Cypresswood Place, Section One, recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. P333194, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
- 2. Section 202.018 of the Texas Property Code (the "Code") gives owners and residents certain statutory rights to install religious items subject to the right of the Association to adopt certain rules and regulations regulating the religious items and placement.
- 3. The Board of the Association desires to adopt a display of religious items policy consistent with the provisions of Section 202.018 of the Code.
- 4. This Display of Religious Items Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

POLICY:

Owners and residents are generally permitted to display or affix one or more religious items on the owner's or resident's property or dwelling, the display of which is motivated by the owner's or resident's sincere religious belief.

<u>ACC Application Required</u>. Before a religious display contemplated by the Code is displayed or affixed on an owner's or resident's property, an Architectural Control Committee

Display of Religious Items Policy for Cypresswood Place Community Improvement Association

("ACC") application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type and description of religious display;
- b. Site plan indicating the location of the proposed religious display with respect to any applicable building line, right-of-way, setback or easement on the owner's or resident's property.

Notwithstanding the foregoing, the following displays shall not require ACC approval. All other religious displays shall require ACC approval as set forth above.

- a. One or more religious items displayed or affixed on the entry of an owner's or resident's dwelling, not exceeding twenty-five (25) square inches, shall not require ACC approval.
- b. Seasonal religious holiday decorations which are temporary and commonly associated with a seasonal holiday may be displayed no more than 60 days before and 30 days after the seasonal holiday in question. The Board has the sole discretion to determine what constitutes a seasonal holiday decoration. Should an owner or resident desire to permanently display a religious display, an ACC application is required as set forth above.

The display or affixing of a religious item on the owner's or resident's property or dwelling is prohibited under the following circumstances:

- 1. The item threatens the public health or safety;
- 2. The item violates a law other than a law prohibiting the display of religious speech;
- 3. The item contains language, graphics or any display that is patently offensive to a passerby for reasons other than its religious content;
- 4. The item is installed on property:
 - a. owned or maintained by the Association; or
 - b. owned in common by members of the Association.
- 5. The item violates any building line, right-of-way, setback or easement that applies to the religious item pursuant to a law or the Association's dedicatory instruments; or
- 6. The item is attached to a traffic control device, street lamp, fire hydrant or utility sign, pole or fixture.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the community.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Display of Religious Items Policy was approved by a majority vote of the Board 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.

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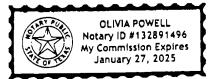
Its: Secretary

THE STATE OF TEXAS

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COUNTY OF HARRIS §

personally appeared <u>David Browshiv</u>, Secretary of Cypresswood Place Community Improvement Association known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



SECURITY MEASURES POLICY for CYPRESSWOOD PLACE COMMUNITY IMPROVEMENT ASSOCIATION

STATE OF TEXAS	Ś
COUNTY OF HARRIS	\$ \$
properly noticed meeting	Secretary of Cypresswood Place Community in (the "Association"), do hereby certify that in the open session of a g of the Board of Directors (the "Board") of the Association, duly called
of the Board members be	day of, 2022, with at least a quorum, 2022, with at least a quorum eing present and remaining throughout, and being duly authorized to bllowing Security Measures Policy was duly approved by at least a
majority vote of the mem	bers of the Board present at the meeting.
	RECITALS
	1 1 this Counity Measures Policy is that property

- 1. The property encumbered by this Security Measures Policy is that property restricted by the Declaration of Covenants, Conditions and Restrictions and Easements of Cypresswood Place, Section One, recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. P333194, as same has been or may be amended and/or supplemented from time to time ("Declaration"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.
- 2. Article III, Section 3.5 of the Declaration grants the Board the power to adopt rules, regulations and/or guidelines regarding the installation of improvements on a Lot.
- 3. The Board has determined that, in order to provide guidance regarding security measures authorized by Texas Property Code Section 202.023, it is appropriate for the Association to adopt a Security Measures Policy for the properties under the jurisdiction of the Association.
- 4. This Security Measures Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.
- 5. Any reference made herein to approval by the Architectural Control Committee (the "ACC"), means prior written approval by the ACC.
- 6. All capitalized terms in this Policy shall have the same meanings as that ascribed to them in the Declaration.

Security Measures Policy for Cypresswood Place Community Improvement Association

SECURITY MEASURES POLICY

- 1. <u>ACC Application Required</u>. Before any security measure contemplated by Section 202.023(a) of the Texas Property Code ("Code") is constructed or otherwise erected on a Lot, an ACC application must be submitted to the Association and approved in writing in accordance with the Declaration. The following information must be included with the application:
 - a. Type of security measure;
 - b. Location of proposed security measure;
 - c. General purpose of proposed security measure; and
 - d. Proposed construction plans and/or site plan.
 - 2. <u>Other Applicable Requirements</u>. Owners are encouraged to be aware of the following issues when seeking approval for and installing a security measure:
 - a. The location of property lines for the Lot. Each Owner should consider obtaining a survey before installing a security measure;
 - b. Easements in the area in which the security measure is to be installed;
 - c. Underground utilities in the area in which the security measure is to be installed.

The Association is not obligated to and will not review an Owner's ACC security measure application for the above-referenced issues. Owners should be aware that a security measure may have to be removed if a person or entity with superior rights to the location of a security measure objects to the placement of the security measure.

- 3. <u>Type of Fencing</u>. The Code authorizes the Association to regulate the type of security measure fencing that an Owner may install on a Lot.
 - a. Security measure fencing generally:
 - (i) Security measure fencing cannot contain Decorative elements and embellishments (whether part of the fence construction or are add-on decorative elements/embellishments). This prohibition includes, but is not limited to, prohibiting finials (of any shape or design), fleur de lis, points, spears (of any shape or design), and gate toppers of any type.
 - (ii) Unless otherwise provided by the Association's dedicatory instruments, chain link, brick, concrete, barbed wire, electrified, vinyl, and stone security measure fencing is expressly prohibited and will not be approved by the ACC.

- (iii) No vines or vegetation shall be allowed to grow on security measure fencing.
- (iv) Security measure fencing must be located on the perimeter of a Lot, however, it is prohibited for security measure fencing to: (i) be located across sidewalks; and/or; (ii) to enclose sidewalks. If a sidewalk is located within the perimeter of a Lot, the security measure fencing must be located on the residence side of the sidewalk. Fencing that is not located on the perimeter of a Lot is not security measure fencing and must comply with the Declaration and all other applicable Association governing documents.
- b. Security measure fencing forward of the residential structure on a Lot as depicted on the applicable Lot survey:
 - (i) Must be metal fencing (either steel, wrought iron, or aluminum) measuring no more than six feet (6') in height. The ACC shall have the discretion to approve any other type of metal security measure fencing, however, the follow types of metal fencing are prohibited and will not be approved: (1) stamped metal fencing (including gates); (2) metal panel fencing; and (3) solid metal fencing. It is the intent of this Policy that all security measure fencing forward of the front building line on a Lot have the appearance of what is commonly called "wrought iron fencing";
 - (ii) Must consist of straight horizontal rails and straight vertical pickets and/or posts;
 - (iii) Must be black, or any color approved by the ACC (including gates);
 - (iv) Security measure fencing pickets shall be 3/4", 4" on center with 1-1/4" top and bottom rails. All framing must be on the inside (i.e., the residence side) of the security measure fencing;
 - (v) Any driveway or pedestrian gates on security measure fencing must be of the same material as the fencing and swing inward and related fence motors/equipment must be kept screened from view with evergreen shrubs or in such other manner approved in writing by the ACC;
 - (vi) When security measure fencing meets a wood fence, the security measure fencing may not be attached to the wood fence. The security measure fencing shall be terminated with a three-inch (3") metal post

- (either steel, wrought iron, or aluminum) adjacent to the wood post/wood fencing; and
- (vii) Chain link, brick, concrete, barbed wire, electrified, vinyl, wood and stone security measure fencing is expressly prohibited and will not be approved by the ACC.
- c. All security measure fencing must be installed per the manufacturer's specifications and all electric gates must be installed by a licensed electrician in accordance with all applicable codes and applicable governmental regulations.
- d. Placement of fencing and/or security measures of any type must comply with City, County, and/or State Regulations and Ordinances, if any.
- e. The ACC shall have the discretion to determine any additional types of approvable or prohibited security measure fencing.
- f. If the proposed security measure fencing is located on one or more shared Lot lines with adjacent Lot(s) ("Affected Lots"), all Owners of record of the Affected Lots must sign the ACC application evidencing their consent to the security measure fencing before the requesting Owner ("Requesting Owner") submits the ACC application to the ACC. In the event that the Affected Lot Owner(s) refuse to sign the ACC application as required by this section, the Affected Lot Owner(s) and Requesting Owner hereby acknowledge and agree that the Association shall have no obligation to participate in the resolution of any resulting dispute in accordance with this Policy.
- 4. Burglar Bars, Security Screens, Front Door Entryway Enclosures. All burglar bars, security screens, and front door entryway enclosure shall be black, or any color approved by the ACC. Notwithstanding the foregoing, the ACC shall have the discretion to approve another color for burglar bars, security screens and front door entry enclosure if, in the sole and absolute discretion of the ACC (subject to an appeal to the Board of Directors in the event of an ACC denial), the proposed color of the burglar bars, security screens, and front door entryway enclosures complements the exterior color of the dwelling. All burglar bars and front door entry enclosures must be comprised of straight horizontal cross-rails and straight vertical pickets. Decorative elements and embellishments (whether part of the original construction of the burglar bar or security screen or are add-on decorative elements/embellishments) of any type are prohibited on burglar bars, security screens, and front door entryway enclosures.
- 5. <u>Location</u>. A security measure may be installed <u>only</u> on an Owner's Lot, and may not be located on, nor encroach on, another Lot, street right-of-way, Association Common Area, or any other property owned or maintained by the Association. No fence shall be installed in any manner that would prevent someone from accessing property that they have a right to use/access such as a sidewalk.

6. <u>Disputes; Disclaimer; Indemnity</u>. Security measures, including but not limited to, security cameras and security lights shall not be permitted to be installed in a manner that the security measure is aimed/directed at an adjacent property which would result in an invasion of privacy, or cause a nuisance to a neighboring Owner or resident. In the event of a dispute between Owners or residents regarding security measure fencing, or a dispute between Owners or residents regarding the aim or direction of a security camera or security light, the Association shall have no obligation to participate in the resolution of the dispute. The dispute shall be resolved solely by and between the Owners or residents.

EACH OWNER AND OCCUPANT OF A LOT WITHIN THE PROPERTY ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ACC, ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING AND/OR LOT THAT HAS A SECURITY MEASURE THAT HAS BEEN OR WILL BE INSTALLED PURSUANT TO THIS POLICY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND IMPROVEMENTS AND TO THE CONTENTS OF DWELLINGS AND IMPROVEMENTS, AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND THE ACC, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER OR OCCUPANT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY MEASURE THAT MAY BE APPROVED BY THE ACC PURSUANT TO THIS POLICY.

OWNERS OF LOTS WITHIN THE PROPERTY HEREBY AGREE TO INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND (ON DEMAND) THE ASSOCIATION, INCLUDING ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND COMMITTEE MEMBERS COMPRISING THE ACC (COLLECTIVELY REFERRED TO AS THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY AN OWNER OR OCCUPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO A SECURITY MEASURE GOVERNED BY THIS POLICY. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE IS THE SOLE, JOINT, COMPARATIVE OR CONTRIBUTORY CAUSE OF ANY CLAIM.

Any installation not in compliance with this Policy will be considered a violation of the dedicatory instruments governing the subdivision.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Security Measures Policy was approved by not less than a majority vote of

the Board as set forth above and now appears in the books and records of the Association, to l	be
effective upon recording in the Official Public Records of Harris County, Texas.	
**	

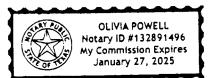
-	O	3 ·	
TO CERTIF	Y which witness my hai	nd this the \mathcal{H}^h day of M 202	2
		Cypresswood Plage Community	
		Improvement Association	
		By:	
		7 3 360	
		Printed: /snd/Snukshr	

Its: Secretary

THE STATE OF TEXAS \$

\$
COUNTY OF HARRIS \$

personally appeared <u>Nvid Brook Shive</u>. Secretary of Cypresswood Place Community Improvement Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



GOVERNING DOCUMENTS ENFORCEMENT AND FINE POLICY for CYPRESSWOOD PLACE COMMUNITY IMPROVEMENT ASSOCIATION

THE STATE OF TEXAS	8					
Cons	§					
COUNTY OF HARRIS	§					
I, Improvement Association (the of the Association duly called an	hira	Secretary	of	Cypresswood	Place	Community
Improvement Association (the	Associatio	on"), certify	that	at a meeting of t	he Boar	d of Directors
of the Association duly called a	nd held on	the 236 d	lay of	May		, 2022, with at
least a quorum of the Board me	mbers beir	ng present a	nd re	emainihg throug	ghout, ar	nd being duly
authorized to transact business	s, the follo	wing Gove	erning	g Documents E	nforcem	ent and Fine
Policy (the "Policy") was app	roved by	not less th	an a	majority of the	e Board	members in
attendance.						

RECITALS:

- 1. Article III, Section 3.5 of the Association's Declaration grants to the Association the right to levy a fine against an Owner for a violation of the Governing Documents upon giving notice to the Owner.
- 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, By-Laws, guidelines and rules and regulations of the Association consistent with Section 209.006 of the Texas Property Code and applicable provisions in the Declaration.

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. **Association** Cypresswood Place Community Improvement Association
- 1.2. **Board** or **Board of Directors** The Board of Directors of the Association.
- 1.3. **Declaration** Shall mean the Declaration of Covenants, Conditions and Restrictions and Easements of Cypresswood Place, Section One, recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. P333194, as same has been or may be amended and/or supplemented from time to time, and any other property which

- has been or may be subsequently annexed thereto and made subject to the authority of the Association.
- Governing Documents The Declaration, the Articles of Incorporation and 1.4. By-Laws of the Association, all guidelines applicable to the Subdivision, and the rules and regulations of the Association adopted by the Board and recorded in the Official Public Records of Real Property of Harris County, Texas.
- Lot Shall mean and refer to each of the lots as shown on the map or plat 1.5 of the Subdivision.
- Subdivision Shall mean all of that certain property known as 1.5. 1.6 Cypresswood Place, Section One, a subdivision according to the map or plat thereof recorded under County Clerk's No. P274418 and Film Code No. 356068 of the Map Records of Harris County, Texas and all amendments to or replats of said maps or plats, if any.

Other capitalized terms used in this Policy have the same meanings as that ascribed to them in the Declaration.

- Types of Violations. Section 209.006 of the Texas Property Code refers to Section 2. curable violations, uncurable violations, and violations which are considered a threat to public health or safety. The types of violations are addressed below.
 - Curable Violations By way of example and not in limitation, the Texas 2.1. Property Code lists the following as examples of curable violations:
 - a parking violation;
 - a maintenance violation; b.
 - the failure to construct improvements or modifications in accordance with c. approved plans and specifications; and
 - an ongoing noise violation such as a barking dog. d.
 - Uncurable Violation A violation that has occurred but is not a continuous 2.2. 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:
 - an act constituting a threat to health or safety;
 - discharging fireworks; b.
 - a noise violation that is not ongoing; and c.
 - holding a garage sale or other event prohibited by the Governing Documents. d.

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 uncurable *and/or* poses a threat to public health or safety. If there is reasonable uncertainty as to whether a violation is curable or uncurable, 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 shall not 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.

- <u>Health or Safety.</u> 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 shall not be 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 (Optional) 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 (Optional) 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, 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 or other enforcement action may be initiated.
 - 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. The demand letter may also be sent 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 shall 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, 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 shall 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 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 shall be liable for, and the Association may collect 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 Area 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 uncurable 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. The demand letter may also be sent 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 shall 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 shall be held not later than the thirtieth 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 tenth 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 right to use the Common Area, and other remedies available to the Association may be implemented after mailing the demand letter. The Owner shall be liable for, and the Association may collect reimbursement of, reasonable attorney's 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 Area 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.

<u>Section 5.</u> <u>Subsequent Violation.</u> 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 Common Area without first sending another demand for compliance.

<u>Section 6.</u> Fines. Subject to the notice provisions set forth in Section 3 or Section 4 of this Policy, as applicable, the Association may impose monetary fines against an Owner as a result of a violation pursuant to the Schedule of Fines attached hereto under <u>Exhibit "A"</u>. Any fines imposed against an Owner shall be the personal obligation of the Owner. The Board of Directors of the Association may adopt and modify from time to time a schedule of fines for various types of violations.

I hereby certify that I am the duly elected and acting Secretary of the Association and that the foregoing Governing Documents Enforcement and Fine 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 24 day of 1997 2022

CYPRESSWOOD PLACE COMMUNITY IMPROVEMENT ASSOCIATION,

•

Frint Name:

Its: Secretary

THE STATE OF TEXAS	§
	§
COUNTY OF HARRIS	§

personally appeared <u>Mid Brokshile</u>, Secretary of Cypresswood Place Community Improvement Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

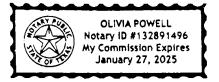


EXHIBIT "A"

SCHEDULE OF FINES

Fines for violations of the Governing Documents are as follows:

<u>Curable Violations</u>. A demand letter will be sent to the Owner of the initial violation of the Governing Documents. A fine will then be imposed against an Owner for the same or substantially similar violation of the Governing Documents which shall be Fifty and 00/100 Dollars (\$50.00), plus administrative costs related to the imposition of the fine. If the same or a substantially similar violation of the Governing Documents occurs after a thirty (30) day period from the date of the imposition of the initial fine, the amount of the fine will increase by Twenty-Five and 00/100 Dollars (\$25.00) for each subsequent violation. In other words, the second fine will increase to Seventy-Five and 00/100 Dollars (\$75.00), the third fine will increase to One Hundred and 00/100 Dollars (\$100.00) and so on. In addition, the Owner's amenity access card may be deactivated subject to applicable notice requirements.

Uncurable Violations and Violations which Pose a Threat to Public Health or Safety. The amount of the initial fine imposed against an Owner for a violation of the Governing Documents shall be One Hundred Fifty and 00/100 Dollars (\$150.00), plus administrative costs related to the imposition of the fine. If the same or a substantially similar violation of the Governing Documents occurs after the imposition of the initial fine, the amount of the fine for the next violation shall be Two Hundred Fifty and 00/100 Dollars (\$250.00). In addition, the Owner's amenity access card may be deactivated subject to applicable notice requirements. If the same or a substantially similar violation of the Governing Documents occurs after the violation resulting in the fine of Two Hundred Fifty and 00/100 Dollars (\$250.00), a subsequent violation will result in a final fine in the amount of Three Hundred Fifty and 00/100 Dollars (\$350.00).

The Board of Directors of the Association may modify, from time to time, this Schedule of Fines.

Capitalized terms used in this instrument have the same meanings as that ascribed to them in the Governing Documents Enforcement and Fine Policy.

RP-2022-288628
Pages 31
06/02/2022 11:38 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$134.00

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.

OF HARRY COUNTY, IN

Linishin Hudgelth COUNTY CLERK HARRIS COUNTY, TEXAS