

Cypress Bend Subdivision Restrictions

The following restrictions shall supersede the previously recorded restrictions governing Cypress Bend Subdivision Unit #1

STATE OF TEXAS

COUNTY OF UVALDE

WHEREAS, Cypress Bend Development Corp. being the sole owner, hereinafter called Developer, is the record owner of all of the lots, tracts, and parcels of land shown upon those certain maps or plats of a subdivision known and designated as Cypress Bend Unit One (1) a subdivision in Uvalde County, Texas according to the maps or plate of such subdivision filed for record in the office of the County Clerk and recorded as follows, Cypress Bend Unit #1 recorded in the Map Records of Uvalde County, Texas reference to which maps or plats and the said record there of being here by made for all purposes.

Now THEREFORE that CYPRESS BEND INC. does hereby dedicate said property in accordance with the dedication appearing upon said Maps and agree that the land shown to be subdivided into numbered tracts according to said maps is held and shall hereafter be conveyed subject to the covenants stipulations and restrictions as hereinafter set forth,

For the purpose of creating and carrying out a uniform plan for the sale and improvement of said property in said subdivision as a restricted subdivision, and to provide for the use, maintenance, and improvement of the reserved areas in such subdivision designated as such according to said maps in a manner consistent with perpetuating the natural environment of such areas and preserving and propagating the wildlife thereon for the social and recreational benefit of the owners of property in the subdivision The following restrictions upon the use of said property are hereby established and adopted and shall be made a part by appropriate reference to this instrument of each and every contract deed and lease by Developer covering the numbered tracts as shown on said maps, and same shall be considered a part of each such contract, deed, and lease as though fully incorporated therein.

The restrictions hereinafter set forth, except as herein otherwise provided shall be and are hereby imposed upon each numbered tract in said subdivision and upon the reserved areas as shown on said maps and as referred to herein and same shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of Developer, its successors and assigns, and all subsequent purchasers of said property, their heirs executors administrators, successors and assigns and each party by virtue of accepting a contract, deed or lease covering aid property, shall be subject to and bound by the following restrictions covenants and conditions as hereinafter set forth

1. In these restrictions, the following words shall have the following meanings:

(a) **Association** - Cypress Bend Property Owners Association, its successors and assigns, a property owners association to be organized as a nonprofit corporation under the Laws of the State of Texas.

(b) **Tracts** - Each of the numbered tracts according to the maps or plats of the Cypress Bend Subdivision, heretofore referred to.

(c) **Reserved Area** - All of the land area within the Cypress Bend Subdivision so designated on said plats as reserve area, including streets.

(d) **Owner** - The person vested with the legal title to a Tract or contract purchaser of a Tract.

(e) **By-Laws** - The By-Laws of Cypress Bend Property Owners Association as created and as the same may be amended by proper action of its shareholders.

(f) **Architectural Control Committee** - The Committee composed of the member's of the Board of Trustees of the Association, A majority of the committee may designate a representative to act for it, Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

2. None of said tracts or improvements erected thereon, unless otherwise designated commercial on the plats or maps (i.e.: Lots 35-36-37) shall be used for any commercial purposes, except that private residences may be rented or leased as the owner may determine and professional services may be rendered which does not attribute to the property any appearance of a commercial use,

3. No tent, lean-to, shack, or other temporary structure of any character shall be constructed or maintained on any of said tracts, No building or structure shall be erected, constructed, maintained, or permitted on any tract other than a single family residence and private garage, guest cottage, or other structures of permanent construction designed and constructed as appurtenant to the use and enjoyment of such primary residence building, and provided specifically that no unpainted sheet iron, sheet aluminum or sheet fiberglass structure shall be placed on any of said tracts, Mobile homes or travel trailers may be permitted on the tract during the period of construction of a residence, however, only with the written approval of the Architectural Control Committee and not to exceed a time limit of six (6) months,

4. No building or other structure, shall be erected on any tract nearer than fifteen (15) feet from any property line, No construction may begin until the construction plans, specifications, and a plan showing the location of the structure, have been approved in writing by the Architectural Control Committee as herein provided, For the purpose of perpetuating the natural environment and propagating the wildlife, only certain areas around owner's buildings may be fenced, However no fence will be allowed until and unless approved as to the design, type, and location by the Architectural Control Committee. *The Cedar Rail fence around the perimeter of the subdivision will remain the property of the association and will be kept up by CBPOA. (Amended 1996)*

5. There is hereby established an Architectural Control Committee to which each owner will submit construction plans, specifications, and a plot plan in connection with any improvements on any tract and which committee shall have the authority to determine if the same meet the requirements of these restrictions and to determine if the appearance of the structure and the quality of workmanship, materials, size (minimum 1200 sq. ft. inside living area), and external design are all in harmony with other structures in the immediate vicinity of the proposed structure and elsewhere in the subdivision to which these restrictions apply and in harmony with such proposed scheme of plan of development as such committee shall establish. The building exterior of any approved structure must be completed within six (6) months of commencement of construction *Specifically, homes on stilts or pilings will not be allowed in this subdivision.(Ammended 1996)*

It is recognized, that in view of the unusual nature of the subdivision herein contemplated, it is particularly important that rules and regulations be revised from time to time in order to maintain and preserve the subdivision in accordance with the best interests of the owners of property herein The Architectural Control Committee is therefore authorized to make additional rules and regulations with respect to such tracts, the activities being conducted thereon, the improvements to be constructed thereon, and the use thereof; not inconsistent with the provisions hereof; as it may deem appropriate and the same shall be enforced in the same manner as provided herein The said Committee is also authorized, when it deems it appropriate, and for the best interest of the owners of such property to alter or vary the provisions hereof by an instrument duly executed and acknowledged by the members of the Committee, but should the owners of a majority of the lots, deem any such change not in their best interest, they may nullify and veto such proposed change by an instrument executed, acknowledged, and filed in the Deed Records of Uvalde County, Texas within thirty (30) days of the time such instrument altering these restrictions is filed by said Committee

The Committee's approval or disapproval as required in these covenants shall be in writing, in the event the Committee, or its assigned representative, fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. Construction plans, specifications, and plot plans shall be considered to be properly submitted to the committee if delivered in person or forwarded by United States Mail, postage prepaid, addressed to the committee at the registered office of the Association. The residence or

buildings, however, must be constructed in compliance with all of the other restrictive covenants herein stipulated.

Construction plans and specifications shall, as a minimum, include plans of all floors involved along with elevations of all sides of the proposed structure, along with notes and/or specifications that describe the materials to be used on the exteriors

6. No animal of any kind shall be kept at any time on any tract which may by their presence or actions be a nuisance to any other owner, The decision of the Board of Trustees of the Association, on this matter, shall be conclusive on all parties. No animal of any kind is permitted on any reserved area, includings roads, without a leash.

7. No firearms, pellet guns, BB guns, or fireworks will be permitted to be discharged on any of the owners tracts or reserved area except in certain designated places and certain designated times as may be provided by the Association. All species of game animals are classified as protected by the

Association and the hunting of such is prohibited on both owners tracts and reserved area except in certain designated places and certain designated times as may be provided by the Association. Unlicensed vehicles such as, but not limited to, ATVs, dirt bikes, go carts, and other off-road vehicles are not permitted on the roads or in the reserved area.

8. No outside toilets will be permitted, and no installation of any kind for disposal of sewage shall be allowed which would result, in the opinion of the Architectural Control Committee, in raw or untreated sewage being carried into water bodies or the reserved area. All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements for such systems as recommended by the State Health Department

9. No sign or other advertising or notice displaying device may be placed on any numbered tract except: signs of not more than three (3) square feet in size advertising the property for sale or rent, and/or similar sized sign displaying house / lot number or the name of the owner or house. *No all-night area lighting will be permitted in the subdivision if it causes "light trespass" upon another owners property.(Ammended 1996)*

10. No building having any exterior frame construction of any kind shall be erected on any tract unless, at the time of construction, shall receive at least two coats of paint, except in case the approved plans and specifications thereof shall provide for natural cedar or redwood, and for staining or other means of coloring or sealing the same.

11. No trash, garbage, used lumber or other material, unsightly items, or other refuse may be thrown, dumped or otherwise disposed of on any tract, vacant or otherwise, No noxious or undesirable thing or undesirable use of the tract whatsoever shall be permitted or maintained upon said tracts. No trees, plants, grass, or brush shall be allowed to grow out into or over the roadway. If the Board of Trustees of the Association, or the Architectural Control Committee, determines that anything or any use of such property is undesirable or noxious, such determination shall be conclusive on all parties.

12. All of the tracts are sold or conveyed upon the understanding that the owner of contract purchased will. be required to become and remain a shareholder in good standing of the Association, chartered for the purpose, among others, of taking title to, maintaining and improving the reserved area as a park and recreational area for the use and benefit of the owners and their guests. Each of the tracts are sold or conveyed subject to the provisions of the By-laws of the Association and the rules and regulations including any obligation thereby imposed for the payment of any dues or assessments in connection with the maintenance or improvement of the Association properties One membership in said Association shall be issued or transferred to any owner or purchaser of a tract in said subdivision, which membership shall be inseparably appurtenant to the tract so sold or conveyed and said tract, and each portion thereof, shall be subject to the lien of such assessment, and the owner or contract purchaser thereof liable therefore, shall be levied from time to time by said association under and in accordance with its By-Laws and any amendments thereof; which assessments shall be superior to and all other liens created or permitted by the purchaser, his heirs, representatives or assigns (except bonified first mortgage executed and recorded); and the purchaser by the acceptance of said deed or contract of sale or purchase agreement, binds him self, his heirs, and assigns to all of the provisions, restrictions, conditions and regulations now or hereafter imposed by the By-Laws of the said Association and any amendments thereof, all of which shall constitute covenants running with the land

However, under no circumstances may the total dues exceed \$120.00 per year per lot, except through a vote of 2/3 of the total membership to increase said dues.

13. No tract in this subdivision shall be further subdivided into smaller tracts or lots, except that a tract may be split in half and that one half of said tract may be purchased by the owner of each of the tracts adjoining on either side of the tract to be so sold and that the half tract then becomes a part of the full tract it adjoins and may not then be resold separate of the full tract it becomes a part of, or the two halves may be rejoined and sold as one lot.

14. All of the restrictions and covenants herein set forth shall continue and be binding upon the Association, and upon the purchasers of said tracts for a period of twenty-five (25) years from the date this instrument is first filed for record in the office of the County Clerk of Uvalde County Texas, and shall automatically be extended thereafter for successive periods of ten (10) years provided, however, that the owners of the legal title to seventy-five percent (75%) of the tracts as shown by the records of Uvalde County, Texas, may release all of the tracts hereby restricted from any one or all of said restrictions and covenants, and may release any tract shown on said plat from any restrictions or covenant at the end of the first twenty-five (25) year period and thereafter by executing and acknowledging any appropriate agreement or agreements in writing for such purpose and filing the same for record in the manner then required for the recording or such instruments

15. The terms and provisions hereof shall be binding upon the Association and any persons claiming by; through or under it, and all subsequent purchasers or owners of property in such subdivision each of whom shall be obligated and bound to observe the same provided, however, that no such person shall be liable except in respect to breaches committed during his or their ownership of said property.

16. The waiver or invalidation of any one or more of these restrictions, covenants or conditions by judgment, court orders, or otherwise, shall in no-wise constitute a waiver of or invalidate any other restriction, covenant or condition, but all such other restrictions, covenants and conditions shall continue to remain in full force and effect

17. If the parties hereto, their heirs, representatives, successors or assigns, shall violate or attempt to violate any of the provisions of these restrictions, it shall be lawful for any other person or persons owning any real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of said mutual protective restrictions, and either to prevent him or them from so doing or to recover damages for such violation.

The right is expressly reserved to the Association, to interpret and enforce any and all conditions, limitations, and restrictions contained in these restrictions, but such right shall be without prejudice to the right of any owner of property in said subdivision to enforce the same violation of any restriction or condition or breach of any covenant herein contained shall give the Association, in addition to all other remedies, the right to enter upon the land, upon which such violation or breach exists, and summarily to abate and remove, at the expense of the owner or contract purchaser thereof, any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof and the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal

Forbearance by any of the parties entitled to take advantage of any breach of said conditions or restrictions shall not constitute or be construed as a waiver of their rights by reason of such on any subsequent breach or default

18. The Association retains an easement ten (10) wide along the perimeter of the lot to be used for purposes of utilities more fully described on separate page. Exhibit A

19. The ConCan Water Supply Corporation its assigns and successors shall be allowed to construct and operate facilities, in accordance with Federal, State, and Local restrictions, on tracts as approved in writing by the Association.

Further, Owners shall be allowed to sell to the ConCan Water Supply Corporation, its assigns and successors, portions of tracts to construct and operate facilities necessary to provide public water supply

Adopted by the Board of Directors on the _____ day of _____ 1997

Leonard May, President

T. H. Rocchio, Vice President

Ronald Greisel, Secretary / Treasurer

Atwell Goins, Member

Dick Earnest, Member

THE STATE OF TEXAS

COUNTY OF UVALDE

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared Leonard May, T. H. Rocchio, Ronald Greisel, Atwell Goins, and Dick Earnest, known to me to be the persons whose names are subscribed to the foregoing Instrument, and acknowledged to me that they executed the same for the purposes arid consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day _____ 1997

Notary Public in and for Uvalde County, Texas

Exhibit A to the Restrictions governing the use of and construction of improvements in Cypress Bend Subdivision

It is understood and agreed that out of this property hereby conveyed, that perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within ten (10) feet of the rear, front, and side lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes, and roads of the subdivision, and ten (10) feet along the outer boundaries of all streets, boulevards, lanes, drives, and roads, where property lines of individual lots and/or tracts are deeded to the center line of said avenues. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those improvements for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from said right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installations. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision.