

Declaration of Covenants, Conditions, and Restrictions

CYPRESS POINTE ADDITION

SECTION 4

SABINE COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF SABINE §

WHEREAS, Cypress Pointe, Incorporated, a Texas corporation, ("Developer") herein) is the owner of that certain 15.368 acre tract or parcel of land lying and situated in Sabine County, Texas and more fully described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Cypress Pointe, Incorporated, has caused the above described property to be subdivided and platted into Cypress Pointe Addition, Section 4, an addition in Sabine County, Texas to be known and designated as "Cypress Pointe Addition, Section 4 a 15.368 acre subdivision in Sabine County, Texas," as shown on the Plat of Cypress Pointe Addition, Section 4 (the "Plat") consisting of Lots Numbered 1 thru 11, prepared by Chief Surveying, LLC and filed herewith.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT, that Cypress Pointe, Incorporated, does hereby and herewith adopt the Plat designating the property as "Cypress Pointe Addition, Section 4 a 15.368 acre subdivision out of the Moses Hill Survey, Abstract No. A-117, Sabine County, Texas", sometimes referred to herein as the "Addition," and does hereby dedicate to the public use forever all streets, utility easements, drainage easements, lanes, land intended for public use and other public property shown and designated upon the Plat, together with the basic restrictions, conditions, and limitations shown thereon.

For the purpose of establishing and maintaining a general plan and building scheme, uniform over the Addition, which shall be for the protection and benefit of all owners of any Lot or Lots in the Addition, and in contemplation of the inclusion of certain additional tracts subject to the same general plan and scheme, Developer subjects and encumbers the Addition and each and every Lot in the Addition with the following protective restrictions and covenants:

1.

There is hereby created an Architectural Control Committee initially composed of the President or Chief Executive Officer of Developer and any other persons Developer may from time to time appoint. The duties and authority of the Architectural Control Committee shall be turned over to the Cypress Pointe Owners Association at the Developer's Discretion. At that time the term of office of the then current Committee members shall be deemed to have expired and the committee shall be composed of the Board of Directors of the Cypress Pointe Owners Association or a representative designated in writing by them.

2.

No buildings, garages, storage houses, walls, fences, driveways, sidewalks, parking areas, or other improvements shall be erected, placed, altered, or maintained upon any lot nor shall any exterior additions be constructed to change any improvement or alter any improvement until plans and specifications showing the nature, kind, shape, colors, height, materials, and location shall have been submitted to and approved by (considering, among other matters, the harmony of external design and location in relation to surrounding structures and topography) by the Architectural Control Committee. Such approval shall not be unreasonably withheld. Plans, specifications and plats shall be filed with the committee by delivery to the office of the Developer or at such place as may be designated by the Architectural Control Committee. If the Committee fails to act on a request within thirty (30) days after delivery of plans, specifications and plats, said plans and specifications shall be deemed approved.

3.

All Lots in this Addition shall be used for single-family residential purposes only. As used herein, the term "single-family residential purposes" shall be construed to prohibit the use of said property for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business or professional purposes of any kind, or for commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot within this subdivision, it being the intention that only new construction shall be erected thereon, except as provided in Section 17 below. No Lot may be used primarily for access, or as the primary access, to any property located outside or that is not a part of the Addition.

4.

Buildings erected on all Lots in this Addition must be single-family dwellings. No structure may be erected, altered, placed or permitted to remain on any Lot in this Addition including any adjoining property owned by the Sabine River Authority other than one (1) detached single-family dwelling not to exceed two stories in height, a private detached or attached garage for not less than one car, a boathouse for not more than two boats each twenty-five (25) feet or less,

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and one other outbuilding incidental to the residential use of such Lot in this Addition and consistent with other covenants herein but which outbuilding shall not be used for residential purposes. Once construction of any building or improvement on any lot begins, the exterior of the structure or the entirety of any improvement or fence shall be completed within a period of one year.

5.

The ground-floor area of the main structure of all single-story dwellings located on Lots in this Addition must have living areas in the main structure, including enclosed utility and storage rooms, but exclusive of open porches, carports and garages, of at least One Thousand, Four Hundred (1,400) square feet. Any residential structure of more than one story on any Lot shall contain at least One Thousand, Six Hundred (1,600) square feet of total living area, exclusive of open porches, carports, and garages.

6.

No building, garage, carport, or other structure may be located nearer to any Lot line in this Addition or an adjoining road or right of way than the building setback lines shown on the Plat. All drives, driveway, alleys, easements, parking areas and all other routes by which vehicular traffic accesses any portion of any Lot in this Addition from any road in the Addition must be improved and must be surfaced with rock, gravel, shell, slag, or other similar surface or paved with concrete or asphalt and such paving or surfacing must extend at least from the edge of the roadway adjoining such Lot to the residential structure constructed on the subject Lot.

7.

No dirt movement, structure, or other improvement or alteration may be made on any Lot in any drainage area shown on the Plat or in any area that is used for drainage that alters the natural flow of surface water in, through, or across such drainage area unless such dirt movement, structure, improvement or alteration is done or performed by or with the written authorization of the Developer or by the County Commissioners of Sabine County, or if the Addition should at any time become part of a municipality or similar drainage district by the appropriate municipal or district official, having jurisdiction over the drainage easements in the Addition and such approval is recorded in the Official Public Records of Real Property of Sabine County. All driveways across any drainage easement or drainage areas shall be constructed over culverts which meet County specifications as determined by the County Commissioners.

8.

No fence may be erected, placed or altered on any Lot nearer to any street than the building setback line noted as a "Building Line" on the Plat or

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applicable under this declaration. Any fences erected shall be constructed of wood, brick or natural stone. No metal, wire or concrete block fences shall be allowed, except concrete block fences faced with stucco shall be allowed and wrought iron fences not over six (6) feet high shall be allowed subject to approval of appearance and location by the Architectural Control Committee. It is expressly provided that no chain link fences shall be permitted. Fences may further be subject to restriction as set out in the Notes Section of the Plat.

9.

No Lot in this Addition may be subdivided, except with the written permission of the Architectural Control Committee, nor shall any building be erected or placed upon any lot having an area of less than 30,000 square feet. Any owner of one or more adjoining lots (or portions thereof) may consolidate such lots or portions into one single-family residence building site, in which case, setback lines shall be measured from the resulting side property lines rather than the lot lines as indicated on the recorded plat. All dwellings must face the front of the Lot, unless approved otherwise by the Architectural Control Committee. The front of the Lot will be presumed to be the side adjacent to the street that is shown as adjoining the Lot on the Plat.

The restrictions, easements or limitations under this document pertaining to a side lot line shall not apply to common side lot line(s) of (a) two or more immediately adjoining lots, or (b) one lot (or more) and a part of an adjoining lot that has been subdivided with the prior written consent of the Architectural Control Committee as provided above in the first paragraph of this Paragraph 9, both of which lots or adjoining portions thereof are owned by the same owner. Any restrictions, easements or limitations under this document pertaining to rear lot line shall not apply to common rear lot line(s) of two or more adjoining lots owned by a common owner, and the side lot line or rear lot line, as the case may be, of the new lot, shall be subject to all limitations under this document and the Plat pertaining to a side lot line or rear lot line, as the case may be. One purpose of this paragraph is, subject to other terms of this document, to permit the construction of improvements across a common lot line only where the adjoining lots or approved parts thereof have an identity of ownership and where the construction of such improvements does not encroach upon an easement created by any instrument other than this document or otherwise violate the terms of this document. Any lots (or part of a lot) joined together as provided above under one ownership shall thereafter be considered one lot for all purposes under the terms hereof, including voting rights, for as long as such common ownership exists.

10.

No satellite, television or radio antenna extending more than twenty feet in the air may be placed or erected upon any Lot or any structure on any Lot. Any such antenna must be erected and maintained in such a way that it is screened from the public view and from the view of adjoining Lots. In this Article the term

"satellite antenna" does not include 18" diameter or smaller satellite antennas or antennas for receiving normal television signals.

11.

No livestock, animals or poultry of any kind may be raised, bred, or kept on any Lot in this Addition, except: (a) dogs, cats (or other pets typically and normally maintained as household pets) may be kept, provided that they (i) are not kept, bred or maintained for commercial purposes and (ii) are not kept in such numbers as to be annoyance or a nuisance to the Addition. No dangerous animals may be kept, bred, or raised on any Lot.

No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on any structure on any Lot.

No water wells or cisterns will be allowed upon any Lot.

12.

No Lot may be used or maintained with visible trash or rubbish. Trash, garbage, or other waste must be stored in containers until discarded, hidden from public view and kept in a sanitary condition. Further, the owner of each Lot shall, at the Owner's sole cost and expense, keep the Owner's Lot and Dwelling and any areas lying between Owner's Lot and any public or private road or right-of-way and any adjacent property belonging to the Sabine River Authority, in a well-maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- (a) Prompt removal of all litter, trash, refuse, and waste;
- (b) Mowing grass on a regular basis;
- (c) Keeping parking areas, driveways, and roads in good repair;
- (d) Complying with all government health and police requirements;
- (e) Repair of exterior damages to improvements; and
- (f) Cleaning of landscaped areas or areas lying between any public or private right-of-way lines and the Owner's Lot.
- (g) Keeping all yard equipment, woodpiles or storage piles concealed from public view.

13.

All septic tank or sewage treatment systems must meet all applicable government regulations, rules, and standards and must in addition comply with any specifications of standards set out in the "Notes" section of the Plat.

14.

No signs of any kind will be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet. Such sign may advertise the

property for sale or rent. Such sign may be used by an owner, builders, developer or any lender in advertising the property for sale or rent, or for use in advertising the property during the construction and sales period.

15.

To the maximum extent that these restrictions can restrict the following activities, oil or gas drilling, oil or gas development operations, oil refining, quarrying, and mining operations of all kinds are prohibited on all Lots and oil or gas wells, tanks, tunnels, mineral excavations and shafts are prohibited upon any Lot. Further, derricks and other structures designed for use in boring for oil or natural gas or minerals are prohibited upon any Lot, to maximum extent that these restrictions can restrict such activities.

16.

No noxious or offensive activities may be carried out on any Lot or Lots nor may anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No commercial activities may be conducted on any Lot. No hunting shall be allowed in the Addition, and the use of firearms or the discharge of guns or firearms of all types is strictly prohibited.

17.

No trailer, motor home, mobile home, "manufactured housing," vehicle, tent, shack, garage, barn, or other outbuilding erected in the Addition may at any time be used as a residence temporarily or permanently, nor may any structure of temporary character be used as a residence. In addition to any other facts or evidence that may establish that a structure is being used as a residence, a structure will be deemed for the purposes of this Paragraph 17 as "used as residence" if at any time, any of the following utilities or services are connected to such structure: telephone, sanitary septic system, satellite television, or cable television. The foregoing standard for whether a structure is being used as a residence is not exclusive. During the construction of a dwelling unit, the builder or owner may erect and maintain such structures as are customary in connection with such construction, including but not limited to, construction shacks or trailers, business offices, storage areas, construction yards, signs, model units and sales offices until such time as construction of a house is completed when such structures must be removed.

Provided however, notwithstanding anything contained herein, an Owner of a Lot is permitted to temporarily reside on his Lot in a trailer, motorhome, recreational vehicle, or tent from time to time for a period of time not to exceed 10 days continuously and a maximum total of 30 days of temporary use as a residence in any calendar year. Provided further, that any Lot Owner shall be entitled to the use of temporary quarters such as a camper, travel trailer or construction shack during the construction of a permanent dwelling, provided such temporary quarters shall not be permitted to remain more than 12 months in

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such use, from and after the start of construction, and provided that the Lot Owner shall comply with all rules and regulations of Sabine County relating to health and sanitation in connection with such temporary quarters. Provided, further, there shall be no minimum living area for any temporary quarters erected, as required in Paragraph 5 of these covenants, nor shall there be a requirement of a driveway with rock or gravel surfaces to any such temporary quarters as provided in Paragraph 6 of these covenants. The above provisions for use of a temporary residence or temporary quarters by an Owner of a Lot shall not be considered to allow the storage or parking of any such temporary residence or temporary quarters for any period of time that such residence or quarters is not being used as a temporary residence or temporary quarters in violation of Section 18 hereof.

18.

No trucks (except for pickup trucks, vans and carryalls having a manufacturer's rated carrying capacity of one ton or less), mobile homes, or similar vehicles may be parked, placed or stored upon any Lot on a permanent basis (as hereinafter defined), unless such vehicle is only parked, placed or stored entirely within a structure and no part of such vehicle is visible from outside such structure. No vehicle or device may ever be parked on the streets of the Addition on a permanent basis. A "permanent basis," as that term is used above, means any period or periods in excess of seventy-two (72) consecutive hours or any periods in excess of twelve (12) consecutive hours on any three (3) consecutive days. No inoperative vehicle or vehicles of any kind or nature whatsoever may be maintained on any Lot within public view or in view of adjoining Lots or in the street in front of any lot or adjacent property owned by the Sabine River Authority. No more than two boats may be maintained on any Lot within public view or view of adjoining Lots. Moreover, it is prohibited to do major car repairs within public view on any Lot.

19.

No existing or used dwelling may be moved and placed on any Lot from another location; all dwellings and structures must be new construction. No mobile homes, "manufactured housing" or previously fabricated house are permitted on any Lot. All separated structures (other than the main dwelling and any associated garage) shall be located further away from the front of a lot than the rear-most corner of the main dwelling.

20.

Easements for installation and/or maintenance of utilities and drainage facilities are established and reserved as shown on the Plat. Subject to the exception permitted in Paragraph 7 of this document, no building of a permanent nature may be erected over or above said easements, and no structure, plant or other material may be planted, placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may

damage, interfere with, or change the direction of flow of drainage or drainage facilities in the easement.

21.

Each Owner of a Lot shall at his sole cost and expense, perform such repairs and maintenance as may be required to keep his residence in a condition comparable to the condition of such residence at the time of its initial construction excepting ordinary wear and tear.

22.

If all or any portion of a residence is damaged or destroyed by fire or other casualty, the Owner thereof shall with all due diligence rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to such casualty. Or such damaged residence may be removed entirely. Reconstruction or removal will be undertaken within three (3) months after the damage occurs and will be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

23.

The Cypress Pointe Owners Association (the "Association") shall be operated by the Developer until all of the lots in all this Addition have been sold; or until the Developer deems it prudent to transfer the obligations, responsibilities and authority of the Association to the property owners, at which time, an election shall be held by said property owners to select a committee of three or more owners to fulfill the obligations and provide the services being performed by Cypress Pointe Owners Association.

The owner of each lot is automatically a voting member of Cypress Pointe Owners Association and only one vote is authorized for the owner of each lot. Cypress Pointe Owners Association may choose to become a Texas non-profit corporation and adopt bylaws, providing such bylaws are consistent with the letter and intent of these Covenants, Conditions and Restrictions. After the directors of the Association are appointed from among the lot owners, the Developer shall no longer retain any duties or obligations to the Association. The Developer may, but is not obligated to, convey to the Association, title to the private recreation areas, if any.

24.

Cypress Pointe Owners Association shall maintain any private recreation areas in the Addition, if any, and may enforce Addition restrictions. Each lot owner has the right to use the private recreation area facilities. A maintenance assessment of \$126.00 per year due in advance is hereby assessed against each lot owner in the subdivision. Regardless of the number of lots owned by an

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owner (either a single person, a husband and wife owning jointly or two or more individuals owning jointly) each owner shall be liable for only one annual assessment. A prorata share of the first year's assessment shall be due at closing and the full assessment is due January 1 of each year thereafter. The assessment may be increased by the Developer or the Cypress Pointe Owners Association by no more than five percent (5%) per year. This assessment shall be secured by a lien on each tract of a delinquent owner, which can be judicially foreclosed after the assessment is twenty-four months delinquent. All costs of suit, including attorney's fees, shall be paid by the delinquent owner and shall, also, be secured by a lien on each lot owned by the delinquent owner. These provisions apply to the Developer on the same basis as other owners.

25.

The maintenance assessment levied herein against each lot will be used for the benefit of the Addition and the Members of the Association, and in particular, may be used to pay expenses for the maintenance, modification, repair and/or improvement of any Common Area, access roads, parkways, esplanades, sidewalks, bike paths, setbacks, entryways, street lighting, landscaping, signage, recreational areas, and for all other services deemed by the Association to be in the best interest of the Addition and/or the Membership; provided, however, such services may not include advertising and promotion expenses for the sale of lots in the Addition or any portion thereof. Expenses for the maintenance, modification, repair and/or improvement of adjacent parkways, driveways, access roads, esplanades, setbacks, entryways, and cost of dredging of areas located in the Toledo Bend Reservoir, which areas would not otherwise be considered part of the Common Area, may be included in such costs if, in the sole discretion of the Association the maintenance of such areas benefits the Membership.

In addition to the regular annual assessments authorized herein, the Association may levy (if recommended by the Association) once in any calendar year a Special Assessment applicable exclusively in that year, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, modification, repair and/or replacement of capital improvements within the Common Area, any cost or expense of maintaining access roads and/or any unusual or infrequent expense benefiting the Membership, provided that such Special Assessment must have the approval of at least one-half (1/2) of the Lot Owners voting in person or by proxy at a meeting duly called and noticed for such purpose. Any such Special Assessment so levied by the Association will be due and payable on the date and in the manner set forth in the resolution authorizing same and may only be levied against those lots within the Addition then subject to the regular assessment.

Annual Assessments and/or Special Assessments levied by the Association may be used to pay the Association's prorata share of the maintenance costs in connection with its participation in any contractual arrangement among the Association and other property owner associations or

additions in the surrounding community in order to consolidate similar maintenance programs while providing consistency and economy; provided, however, that the Association's participation in any such program requires a majority vote of the Board or the consent of the Developer if the association is being operated by the Developer..

26.

Any Lien described in this Declaration and any superior title herein reserved will be deemed subordinate to a mortgagee's mortgage lien which may have heretofore or may hereafter, secure money loaned in good faith for the purchase of any Lot within the Addition or for the construction of improvements thereon and/or any renewal, extension, rearrangement or refinancing thereof. Each such lienholder so obtaining title to such Lot, pursuant to the remedies provided in the deed of trust or mortgage evidencing such mortgagee's lien or by mean of mortgage foreclosure, will take title to the Lot free and clear of any claims for unpaid charges or Assessments against such Lot which accrued prior to the time such lien holder acquired title to such Lot; but otherwise the Association's lien for future accruing Assessments and charges will survive such foreclosure proceedings. No such sale or transfer will relieve such holder acquiring title to a Lot from liability for any charges or Assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot within the Addition will not affect the Association's lien for a charge or Assessment. In the event of a collection and foreclosure action by the Association, the Association may, but is not obligated to, give each such mortgagee thirty (30) days advance written notice of the Association's proposed foreclosure, as applicable, of any such lien, which notice may be sent to the address of such mortgagee set forth in the recorded mortgage documents by prepaid United States mail, certified and return receipt requested and will contain a statement of delinquent charges or Assessments upon which the action is based.

27.

If the owners of any Lot, or their heirs, executors, administrators, administrators, successors, assigns or tenants shall violate or attempt to violate any of the Restrictions and/or Covenants set forth in this Declaration or any amendments hereto, Cypress Pointe Owners Association or the Developer may prosecute the enforcement of such Restrictions and/or Covenants. Or, if the Association or Developer shall fail to do so after sixty (60) days written notice from a person owning any Lot encumbered by this Declaration, then any such owner may prosecute any proceedings against the person or persons violating or attempting to violate any such Restrictions and/or Covenants. The violation or attempted violation of the Restrictions and/or Covenants set forth in this Declaration would result in irreparable damage to the Developer and other owners of Lots in the Addition, thus the breach of any provisions of the Declaration may not only give rise to an action for damages, but also may be enjoined by an action for injunction in equity in any Court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing

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party prevails, then in addition to the remedies specified above, the violator shall pay Court costs, the enforcing party's reasonable attorney's fees, and other costs of suit.

28.

Developer has, heretofore, dedicated a 2.618 Acre Tract in Cypress Pointe Addition, Section 3 for the use of the owners in Cypress Pointe Addition, Sections 1, 2 and 3, as a boat ramp, and, Developer does hereby dedicate such 2.618 Tract for the use of the owners of Lots in the Cypress Pointe Addition, Section 4 as a boat ramp along with other Lot owners who may, from time to time be designated by the Developer as being entitled to the use of such boat ramp. A proportionate share of the expenses of maintenance of the boat ramp may be allocated to the Association established by this Declaration in such manner as the Association may determine. The Boat Ramp Area shall be used as a boat ramp and recreational area. The Developer herein shall have the right and power to adopt and enforce rules and regulations from time to time regarding the use of the Boat Ramp Area which rules and regulations may be changed from time to time and may be enforced as if they were part of the restrictions provided in this Declaration. Such rules and regulations may likewise be enforced against anyone using the Boat Ramp Area other than Lot Owners in this Addition, which right of enforcement shall include the right to deny use of the Boat Ramp Area as the result of any continuing violations.

29.

In the event any of the foregoing Covenants, Conditions, Restrictions, Reservations, or Charges is held invalid or unenforceable by a Court of competent jurisdiction, it shall not affect the validity and enforceability of any of the other Covenants, Conditions, Restrictions, Reservations, or Charges. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

30.

These covenants are to run with the land and will be binding on all parties and all persons claiming under them for a period of twenty-one (21) years after the date hereof, at which time said covenants will be automatically extended for successive periods of ten (10) years each unless by a vote of a majority of the then Lot Owners it is agreed to change the said covenants in whole or in part.

Each purchaser of a Lot shall execute a statement at the closing where he purchases such Lot to the effect that he has read and understands the provisions of this Declaration and the restrictions and covenants pertaining to the Addition. The failure of any such Owner to sign such a statement will not result in any provisions hereof being less enforceable, but all Owners shall endeavor to see to it that each successive Owner of any Lot signs such a statement.

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31.

Amendment or termination of covenants: This Declaration may be amended, or the covenants and restrictions contained in this Declaration may be terminated, in whole or in part as follows:

(a). During the initial twenty-one (21) year term of these restrictions, (1) By the Developer in its sole discretion for so long as Developer owns any Lot in the Addition by instrument recorded in the Official Public Records of Real Property of Sabine County, Texas or (2) by action approved by the Developer and the Owners of eighty percent (80%) or more of the Lots in the Addition as reflected by an instrument signed, and acknowledged if necessary for recording, and recorded in the Real Property Records of the Office of the County Clerk of Sabine County, Texas.

(b) At any time after the initial twenty-one (21) year term of these restrictions, any such action shall be effective only when approved by the Owners of seventy-five (75%) or more of the Lots in the Addition as reflected by an instrument signed, and acknowledged if necessary for recording, and recorded in the Real Property Records of the Office of the County Clerk of Sabine County, Texas.

32.

If any person violates or attempts to violate any of the covenants herein, any person or persons owning real property situated in the Addition may prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants to prevent him or them from so doing, and/or to recover damages for such violations, provided however, that proceedings at law or in equity to prevent violations hereof and/or seeking damages for a violation hereof must be begun within two (2) years from the date such violation was first committed and not thereafter.

33.

"Self Help" means the authority, but not the obligation, of the Developer or of the Association to enter upon a Lot and cause to be performed any of the Owner's maintenance and repair obligations, or acts required by that Owner to bring his/her Lot including any and all Buildings or Improvements thereon, into compliance with this Declaration, if said Owner fails to perform same after written demand from the Developer or the Association. In exercising its Self Help remedy, neither the Developer nor the Association will be subject to any liability for trespass, other tort or damages in connection with or arising from such exercise of Self Help, nor in any way will the Developer or Association or its agents be liable for any accounting or other claim for any such action. The Developer or the Association has the right, but not the obligation, to enter onto any Lot for emergency, security, and safety reasons, without written notice to the

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Lot Owner, to inspect for the purpose of ensuring compliance with this Declaration and any amendments hereto, which right may be exercised by the Developer or the Association's Board, or their officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Any expenses incurred in the performance of any Owner's maintenance and repair obligations shall be an obligation which is due by the Lot Owner upon demand by the Developer or the Association together with reasonable attorney fees if not paid as required.

34.

In interpreting the provisions hereof the following definitions will apply:

- (a) "Lot" means any lot as shown by the Plat or otherwise designated as a Lot under the terms herof;
- (b) "Developer" means Cypress Pointe, Incorporated, and its successors and assigns;
- (c) "Owner" means and refers to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Addition, including contract purchasers, but excludes those having such interest merely as security for the performance of any obligation;
- (d) "Lot Owner" or "lot owner" means the Owner of a Lot in the Addition;
- (e) "Common Area" means any area included within the boundaries of the Addition which may be used by any Owner in the Addition;
- (f) "Membership" means the member or members of the Cypress Pointe Owner's Association;
- (g) "Addition" means and refers to the subdivided real property described above; and,
- (h) "Private Recreation Area" means any area designated herein as a Private Recreational Area for the use of Lot Owners in the Addition and other designated persons.

Executed this the 11 day of April, 2022.

Cypress Pointe, Incorporated, a Texas corporation.

By: 

James S. Carter, Sr., President

STATE OF TEXAS §
COUNTY OF SABINE §

BEFORE ME, the undersigned authority, on this day personally appeared James S. Carter, Sr., President of Cypress Pointe, Incorporated, a Texas corporation, 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 purposes and consideration therein expressed, in the capacity therein stated on behalf of said company as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 11 DAY OF April, 2022.

Cookie Cryer
SIGNATURE OF NOTARY

Cookie Cryer
Typed or Printed Name of Notary
Notary Public, State of Texas

My Commission Expires: 10-21-2022

(SEAL)



CHIEF SURVEYING, LLC

Firm No. 10194301
717 Sabine Street
Hemphill, Texas 75948
chiefsurveying@yahoo.com

936-465-3169 (cell)
409-787-1006 (office)

State of Texas
County of Sabine
Moses Hill Survey, A-117

Legal Description
to a
15.368 Acre Tract
CYPRESS POINTE ADDITION, SECTION NO. 4

Legal Description to a **15.368 acre tract** in the in the Moses Hill Survey, A-117 of Sabine County, Texas being out of and part of a called 863.239 acre tract described in a Special Warranty Deed conveyed to James S. Carter from CMP Family, LLC dated January 18, 2007 and recorded in Volume 251 Page 676 of the Official Public Records of said County. Said **15.368 acre tract** is located approximately 6.3 mile Northeast of the Court House of Sabine County, Texas, adjoins the Right-of-Way of and lies South and West of Cypress Pointe Drive and adjoins the Right-of-Way of and lies North of Cypress Pointe Lane and is further described by a metes and bounds description to-wit:

BEGINNING: at a ½" iron rod with cap stamped "Chief Surveying" found for the most Westerly corner of this tract and an angle corner of Cypress Pointe Addition, Section No. 3 recorded in Volume 1 Page 257 of the Official Public Records of said County; from which a ½" iron rod found in the Right-of-Way of said Cypress Pointe Drive described in Volume 295 Page 761 of the Official Public Records of said County and an angle corner of said Section No. 3 bears S 29°21'08" W 50.20';

THENCE: N 29°21'08" E 179.17' with said Right-of-Way to a ½" iron rod with cap stamped "Lovett" found for an angle corner of this tract and being the beginning of a curve to the right;

THENCE: with said curve to the right with an arc length of 280.05', a radius of 275.00', and a chord bearing and distance of N 58°31'42" E 268.11' to a ½" iron rod with cap stamped "Lovett" found for an angle corner of this tract;

THENCE: N 87°41'49" E 579.23' continuing with said Right-of-Way to a ½" iron rod with cap stamped "Lovett" found for the Northeast corner of this tract;

THENCE: S 02°17'38" E 1135.00' with said Right-of-Way to a ½" iron rod with cap stamped "Roan" found at the intersection of said Cypress Pointe Drive and said Cypress Pointe Lane for the Southeast corner of this tract;

THENCE: S 87°42'09" W 434.99' with the Right-of-Way of Cypress Pointe Lane to a ½" iron rod with cap stamped "Chief Surveying" found for the Southwest corner of this tract and an angle corner of said Section No. 3; from which a ½" iron rod found in said Right-of-Way for an angle corner of said Section No. 3 bears S 87°42'09" W 218.77';

THENCE: N 02°17'38" W 553.68' to a ½" iron rod with cap stamped "Chief Surveying" found for an angle corner of this tract and said Section No. 3;

THENCE: N 60°02'40" W 558.50' to the Point of Beginning of this tract containing 15.368 acres of land designated as Cypress Pointe Addition, Section No. 4.

NOTES:

- 1) This tract was Surveyed without the benefit of a current report.
- 2) Surveyor did not locate any underground utilities or septic system on the above described tract.
- 3) Non-Parentetical bearing and distances are referenced to the Texas, Central Zone, State Plane Coordinate System, NAD 83.

Survey Prepared By:
Kristopher Burch RPLS #6646



KBJ

If this Document is not signed and sealed in orange, it shall be deemed void.
Reference is made to a Survey Plat of even date.

DATE 12/14/2020
JOB NO. CYPRESS_OPUS
DRAW NO. CYPRESS_4
BOOK CARTER-1 PG 1

Jamie Clark

COUNTY CLERK



280 Main Street Suite 100
Hemphill, Texas 75948

PHONE 409-787-3786
FAX 409-787-3795

DO NOT DESTROY

WARNING-THIS IS PART OF THE OFFICIAL RECORD

INSTRUMENT NO. 220770

FILED FOR RECORD ON: APRIL 11, 2022 09:44AM 16PGS \$86.00

SUBMITTER: JAMES CARTER

RETURN TO:

JAMES CARTER
COUNTERT

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED
AND TIME STAMPED HEREON BY ME AND WAS DULY
RECORDED IN THE VOLUME AND PAGE BY THE NAMED
RECORDS OF SABINE COUNTY TEXAS AS STAMPED HEREON
BY ME.

Jamie Clark

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW