

**SUPPLEMENTAL DECLARATION AND ANNEXATION OF CYPRESS VILLAGE,  
SECTION 3, A SUBDIVISION IN THE CITY OF PEARLAND, BRAZORIA COUNTY,  
TEXAS, INTO THE JURISDICTION OF CYPRESS VILLAGE PROPERTY OWNERS  
ASSOCIATION, A TEXAS NOT FOR PROFIT CORPORATION**

**AND**

**NOTICE OF APPLICATION OF DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CYPRESS VILLAGE, SECTION 1, A  
SUBDIVISION IN THE CITY OF PEARLAND, BRAZORIA COUNTY, TEXAS TO  
CYPRESS VILLAGE, SECTION 3, A SUBDIVISION IN THE CITY OF PEARLAND,  
BRAZORIA COUNTY, TEXAS**

THE STATE OF TEXAS                    §  
  §       **KNOW ALL BY THESE PRESENTS:**  
COUNTY OF BRAZORIA                 §

THAT, WHEREAS PT&T, LTD., a Texas limited partnership, herein "PT&T", executed that certain Declaration of Covenants, Conditions and Restrictions for Cypress Village, Section 1, recorded in the Real Property Records of Brazoria County, Texas, under Brazoria County Clerk's Instrument Number 2004018902, and that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Cypress Village, Section 1, recorded in the Real Property Records of Brazoria County, Texas, at Brazoria County Clerk's Instrument No. 2005044233, herein collectively "Declaration", being herein incorporated by reference, and being applicable to Cypress Village, a subdivision in the City of Pearland, Brazoria County, Texas; and

WHEREAS, by the terms of said Declaration property subject thereto is placed within the jurisdiction of CYPRESS VILLAGE PROPERTY OWNERS ASSOCIATION, a Texas not for profit corporation, herein "the Association"; and

WHEREAS CYPRESS VILLAGE III, LLC, a Texas limited liability company, herein "Owner", is the sole owner of the land described in Exhibit A attached hereto and in that certain General Warranty Deed dated July 21, 2016, and recorded in the Real Property Records of Brazoria County Texas under Brazoria County Clerk's Instrument Number 2016035160; and

WHEREAS, in accordance with the Declaration, Owner desires that Cypress Village, Section 3, be added and annexed into the boundaries of the land subject to the jurisdiction and authority of the Association and further be subjected to the Declaration and all assessments, reservations, easements, restrictions, covenants and conditions set forth therein; and

WHEREAS, in accordance with the Declaration, Owner further desires that notice be given that Cypress Village, Section 3, is and has been subjected to the Declaration and all assessments, reservations, easements, restrictions, covenants and conditions set forth therein; and

WHEREAS the Declaration provides, in relevant part, that "Developer shall have the right to increase the size of the Property subject to this Declaration by recording in the Real Property Records of Brazoria County, Texas, a supplement to this Declaration. Such Supplemental Declaration shall be signed and acknowledged by or on behalf of the Developer and by the owner of record of the additional land to be included within the Property and subjected to the restrictive covenants set forth herein"; and

WHEREAS, pursuant to the Declaration, the Board of Directors of the Association was elected by a vote of the members of the Association and may exercise the rights reserved for the Developer in said Declaration; and

WHEREAS, pursuant to the Declaration, Owner of Cypress Village, Section 3, "for and on behalf of his heirs, executors, administrators, successors and assigns, agree that he shall be personally liable for the annual and special assessments and maintenance charges imposed hereunder and shall be personally bound by all the covenants conditions and restrictions set forth in this Declaration"; and

WHEREAS the Association and Owner are agreeable to adding and annexing Cypress Village, Section 3, into the boundaries of the land subject to the jurisdiction and authority of the Association, to subjecting Cypress Village, Section 3, to the Declaration and all assessments, reservations, easements, restrictions, covenants and conditions set forth therein, and to the giving of notice that Cypress Village, Section 3, is and has been subjected to the Declaration and all assessments, reservations, easements, restrictions, covenants and conditions set forth therein, as well as to all of the terms and provisions hereof.

NOW, THEREFORE, in accordance with, pursuant to, and in consideration of the foregoing, Declarant hereby declares, and Owner hereby consent to and agree, as provided below, that:

1. The recitals set forth above, and the provisions set forth therein, are true and correct in all things.
2. Cypress Village, Section 3, is hereby added and annexed into the boundaries of the land subject to the jurisdiction and authority of the Association in accordance with the terms and conditions of the Declaration and the Articles of Incorporation and By-Laws of the Association, and is further subjected to the Declaration and all assessments, reservations, easements, restrictions, covenants and conditions set forth therein.
3. Notice is hereby given that Cypress Village, Section 3, has been, and is hereby, subjected to the Declaration, including without limitation all assessments, reservations, easements, restrictions, covenants and conditions set forth therein, and Declarant has adopted, established and imposed upon Cypress Village, Section 3, and has declared applicable thereto, all of the assessments, reservations, easements, restrictions, covenants and conditions set forth in the Declaration.

4. The Declaration and this Annexation and Notice of Application, and all assessments, reservations, easements, restrictions, covenants and conditions set forth herein: have been adopted for and placed upon Cypress Village, Section 3; shall run with the land subject thereto; shall be binding upon all parties, now or at any time hereafter, having or claiming any right, title or interest therein or to any part thereof and upon their heirs, executors, administrators, successors and assigns, regardless of the source of any such right, title or interest, regardless of the manner in which any such right, title or interest is or may be acquired, and regardless whether the Declaration or any of the assessments, reservations, easements, restrictions, covenants and conditions therein are identified or set forth in the instrument conveying such right, title or interest or by which such right, title or interest is claimed; and shall inure to the benefit of each owner, now or at any time hereafter, of all or any part of said Cypress Village, Section 3.

5. The Board of Directors hereby grants Owner the right to regulate the initial construction and approval of exterior proposed plans to any dwelling, improvement, landscaping, drainage, fences, hedges, walls, walkways or other structure or buildings, within Cypress Village, Section 3, subject to and in accordance with the terms and provisions of the Declaration to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of Cypress Village as a residential community. This right does not extend to any portion of Cypress Village, Section 1 or Cypress Village, Section 2, and it is terminated upon completion of initial construction upon a lot within Cypress Village, Section 3. Owner shall be liable for any use or appearance within Cypress Village, Section 3, that is inconsistent with the Declaration upon completion of initial construction, unless otherwise approved in writing by the Board of Directors of the Association.

6. Cypress Village, Section 1, and Cypress Village, Section 2, shall remain subject to the Declaration and all assessments, reservations, easements, restrictions, covenants and conditions set forth therein.

Nothing herein contained is intended or shall be construed to amend the Declaration other than as expressly stated above.

The undersigned agree with and consent to all of the terms and provisions hereof.

Executed effective the 2nd day of August, 2018.

CYPRESS VILLAGE III, LLC, a Texas limited liability company

By: Chad Thumann

Name: CHAD THUMANN

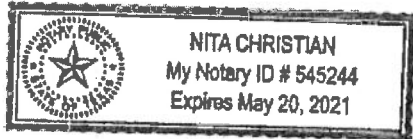
Title: President of M&E WEST, manager

CYPRESS VILLAGE PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF Texas §  
COUNTY OF Brazoria §

This instrument was acknowledged before me on the 25<sup>th</sup> day of July, 2018 by Chad Thumann, Pres. of Mac West Mgt. of Cypress Village III, LLC, a Texas limited liability company.



Nita Christian  
Notary Public in and for the State of Texas

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_ of Cypress Village Property Owners Association, a Texas non-profit corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas



## FILED and RECORDED

Instrument Number: 2018042515

Filing and Recording Date: 08/17/2018 10:45:30 AM Pages: 6 Recording Fee: \$42.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in cursive script, appearing to read "Joyce Hudman".

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Joyce Hudman, County Clerk  
Brazoria County, Texas

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

***DO NOT DESTROY - Warning, this document is part of the Official Public Record.***

cclerk-krystal