

# Cypress Point

Property Owners Association

## AMENDED RULES AND REGULATIONS

### 1.1 Statement of Purpose.

The Rules and Regulations of the Cypress Point Property Owners Association have been formulated and adopted to provide clear answers to questions you may have about the operation of this Subdivision. Consideration of your neighbors should be a prime concern for all property owners and tenants. These Amended Rules and Regulations were adopted by the Board of Directors at the consent of a Majority of the Members and are executed to be effective as of March 28, 2022.

These rules may be changed from time to time if change is warranted. The Board of Directors shall use whatever authority is at its disposal to enforce these Rules and Regulations for the welfare of the Association and does not relinquish any right to enforce any rule based on any prior enforcement policy.

- A. All Owners, whether resident or non-resident, Tenant or guest shall be subject to all Rules and Regulations.
- B. All Owners, whether resident or non-resident, shall be responsible for the conduct of their guests and Tenants and Tenants' guests.
- C. Cypress Point is located in the City of Woodcreek. All owners, whether resident or non-resident, tenant or guest, are subject to all City Ordinances. In the case of conflicting Ordinances with Association Rules and Regulations, the more restrictive will rule.

## 1.2 Lease and Rental Agreements.

- A. The Owner shall provide to Tenant a "Move-in-Package" containing the Bylaws, Rules and Regulations for review before execution of any lease. The mere lease, or the mere act of occupancy by any Tenant, will signify that the Bylaws, Rules & Regulations will be complied with throughout the term of said Tenant's residency at Cypress Point.
- B. All Lease Agreements shall comply with the Bylaws, Rules and Regulations, and The Texas Property Code.
- C. All leases will be on a permanent occupancy basis, the term of which will be not less than twelve (12) months. Homes may not be sublet in any way.
- D. No more than twelve (12) units may be leased at any given time to a Third Party. For the purpose of this Provisions, Third Party shall be defined as any person who is not an Owner as that term is defined in the Bylaws.
- E. An owner seeking to lease a unit shall make a written request to the Board of Directors. Receipt of the request by the Board will reserve any existing lease rental opening under the limit established pending Board notice of actual existence of availability. An owner's request for permission to lease shall be approved if less than twelve (12) units are leased at the time the Board considers the lease request. Unit owner approval to lease a unit will continue so long as there is not a lapse between leases of more than three (3) months.
- F. Even though the twelve (12) leased unit limit has been reached, any current owner who believes that they must lease their unit to avoid undue hardship may make written application to the Board to request a hardship waiver. Hardship waivers will be for no more than a twelve (12) month period and will not be subject to the twelve (12) leased unit limit.
- G. Occupancy of leased or rented homes will be limited to four (4) adult persons per three (3) bedroom home, and three (3) adult persons per two (2) bedroom home on a permanent

occupancy basis.

- H. All homes will be leased or rented for Single-Family residential purposes only. For the purpose of this Provision, Single-Family shall be defined as that term defined in the Bylaws.
- I. No Unit shall be leased to anyone whose criminal background shows any history of previous conviction, or deferred adjudication for a felony offense involving sexual conduct with a child, actual or potential physical harm to a person, or involving manufacture or delivery of a controlled substance. Any misrepresentation by a tenant shall be a default under the lease which will subject the tenant to eviction. The Board, in its discretion, may impose a fine determined to be appropriate by the Board against an Owner who violates this criminal background limitation.

### **1.3 Parking and Vehicular Regulations.**

- A. Routine maintenance on resident vehicles will be allowed only in resident driveways or garages.
- B. Inoperable vehicles are not allowed to be stored in driveways or parking areas.
- C. Residents and their guests may park their vehicles in their driveways with the exception of large, oversized vehicles. If these large vehicles cannot fit in the empty garage space, they should be parked in overflow parking.
- D. Commercial vehicles, large trucks, boats, campers, camper trailers, motor-homes, trailers, or other such vehicles shall not be parked or stored on the premises except in the case of moving vans when loading or unloading.

### **1.4 Swimming Pool Rules**

- A. The pool is for the use of Cypress Point residents and their guests.
- B. Children under 12 must be accompanied by an adult, 18 years or older.

- C. The Association does not employ a lifeguard. Children and guests are the sole responsibility of their resident host. All persons who use the pool and its surrounds do so at their own risk. Children unable to swim are required to wear life jackets.
- D. Pool-use keys are the responsibility of the Owner. Loss of a pool-use key will result in replacement by the Owner for a fee through the Vice President of Maintenance.
- E. More in-depth rules are posted at the pool.

### **1.5 Garbage Containers, Garages and Unsightly Items**

- A. Garbage containers shall not be set out in the driveways before 6:00 p.m. the night before pick-up. Containers shall not be left in driveways or on porches. They should be stored in garages on non-pick-up days.
- B. Garage doors should be closed except for when the garage is in use.
- C. The exterior of homes shall be kept in a neat and orderly fashion. Unsightly items should be stored in the garage or inside the home.

### **1.6 Pets and Animals**

- A. Having more than two pets requires written permission from the Board of Directors.
- B. Pets shall not be housed on balconies or outside of the residence at any time.
- C. All pet excrement must be promptly removed from the grounds by the Owner of the pet.
- D. All Owners and tenants are subject to penalties and fines that violate the City of Woodcreek's Code of Ordinances pertaining to Animals. It is the responsibility of each person to be familiar with these Ordinances, which includes, but is not limited to:

- 1) Every dog shall be kept under the direct physical control of an Owner or handler or shall be physically restrained from leaving the premises of the Owner or handler of such dog.
- 2) It shall be unlawful for a dog to make unreasonable loud barking or howling noise.
- 3) It shall be unlawful for any person to intentionally or knowingly feed any whitetail deer, or any other member of the deer family.
- 4) It shall be unlawful for any person to intentionally or knowingly feed any wild Egyptian goose or any other member of the geese family.

## **1.7 Architectural Review**

- A. Any plans to make alterations to the exterior of any home must be approved, in advance and in writing, by the Board. This includes painting the exterior and additions to the exterior. An application for these changes can be obtained from the Architectural Review Committee. Final decisions will be made by the Board.
- B. Any new constructions must be approved, in advance and in writing, by the Board of Directors. An application for these changes can be obtained from the Architectural Review Committee. Final decisions will be made by the Board.
- C. A building permit from the City of Woodcreek will be required before exterior alterations begin. Receipt of a permit does not exempt the owner/builder from obtaining approval from the Board.

## **1.8 Miscellaneous**

- A. No Owner or resident shall plant flowers, gardens, or shrubbery in the Common Areas unless approved in writing by the Board of Directors.
- B. Any special planting made in Owner's planting beds shall be the maintenance responsibility of the Owner. The Owner is expected to ensure that all special plantings are harmonious in size and

type to plantings in other flowerbeds in the Subdivision.

- C. No Owner or resident shall adjust or tamper with sprinkler systems in any way, including turning sprinklers on or off, except in the case of emergency or obvious malfunction, in which case maintenance personnel or a member of the Board of Directors should be contacted.

## **1.9 Violations**

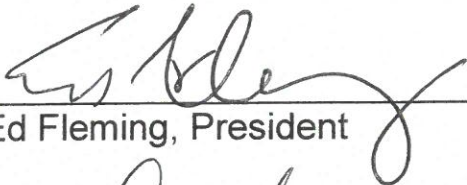
- A. When a City of Woodcreek Ordinance violation occurs, the Board of Directors will notify the City to take appropriate action to remove or correct the violation.
- B. When an Association violation occurs, a certified letter from the Board of Directors shall be sent to the Owner with a copy to the Tenant, if applicable.
- C. If the violation is not corrected within 10 days, a \$250 fine will be imposed to the Owner.
- D. Thereafter, the Association will take whatever action is available by law to forcibly remove or correct the violation. However, the notice provisions of the preceding sections do not prevent the Association from seeking immediate injunctive relief to abate a violation or threatened violation if, in the Board of Directors sole discretion, such action is necessary. This includes eviction of the tenant by the Board and preventing the Owner from leasing again.
- E. All attorneys' fees, costs of enforcement, or court costs will be the responsibility of the Owner, and will be so billed.
- F. Non-payment of these billings, including the \$250 violation fine, may result in a lien being filed against the Owner's property.

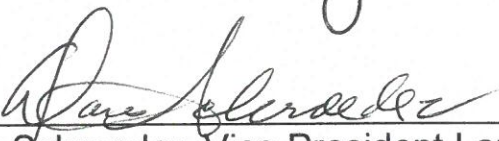
**1.10 Chart of Maintenance and Responsibility.** It should be explicitly understood that any POA maintenance shown on this chart will be done on a "funds available" basis. It should also be understood that Special Assessments may be required of Owners to accomplish maintenance or repair of certain "POA Responsibility" items. Anything not specifically called out as a "POA Responsibility" is considered "Owner Responsibility". Further, nothing in this chart is intended to, nor does it alter any Owner requirements for: (1) CPPOA approval, (2) Compliance with restrictive covenants, or (3) Any other Bylaw provision, whether or not such requirements are referred to in this chart.


<b>DESCRIPTION</b>	<b>POA'S RESPONSIBILITY</b>	<b>OWNER'S RESPONSIBILITY</b>
Common Areas	ALL, including improvements thereon and sidewalks.	Damages by owner, resident, or guest.
Driveways	Paved portion between City street and owner's lot line; and standard material approved by City and ARC.	Damages by owner, resident, or guest; any portion of driveway inside owner's lot line; and standard material approved by City and ARC.
Exterior Doors	NONE	ALL; front and rear doors, includes replacement.
Foundations	NONE	ALL
Grounds	ALL, including landscaped areas, and trees endangering neighbor's property.	Trees in back of owner's property; owner's special plantings and mulching (natural hardwood required); and damages by owner, resident, or guest.
Painting	Residential exterior walls, garage doors and deck railings	Damages by owner, resident, or guest; resurfacing and maintaining decks.
Paved Areas	ALL, including parking areas; subject to standard material approved by City.	Damages by owner, resident, or guest.
Plumbing and Sewer Lines	NONE	Owner's side of water meter and owner's line to sewer.
Roofs	NONE	ALL
Swimming Pool	ALL, including equipment, and furniture.	Damages by owner, resident, or guest.
Windows	NONE	ALL, including replacement.

By our signatures affixed hereto, the undersigned, being all Directors of the Association, hereby certify that the foregoing are the Amended Rules and Regulations of Cypress Point Property Owners Association.

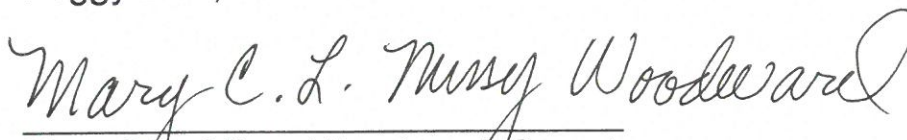
Signed and approved on this 28<sup>th</sup> day of March, 2022.

By:   
Ed Fleming, President

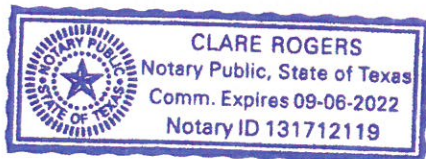
By:   
Dan Schroeder, Vice President Landscaping

By:   
Marvin Carson, Vice President Maintenance

By:   
Peggy Diaz, Treasurer

By:   
Mary C.L. Missy Woodward, Secretary

This instrument was acknowledged before me on the 28<sup>th</sup> day of March, 2022.



  
Notary Public, State of Texas



**THE STATE OF TEXAS  
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the  
date and the time stamped hereon by me and was duly  
RECORDED in the Records of Hays County, Texas.

**22016076 RESTRICTIONS**  
03/31/2022 02:21:10 PM Total Fees: \$54.00

 Elaine H. Cardenas

Elaine H. Cardenas, MBA, PhD, County Clerk  
Hays County, Texas

