

**AMENDMENTS TO
RESERVATIONS, RESTRICTIONS AND COVENANTS
FOR
TANGLEWOOD
SECTIONS 1 THROUGH 4, SECTION 4-A, SECTIONS 5 THROUGH 11, SECTIONS
11-A AND 11-B, SECTIONS 12 THROUGH 17, SECTION 17-A, AND SECTIONS 18
AND 19**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Tanglewood Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section One Restrictions") to be recorded in Volume 1882, Page 112, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section One (1), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 28, Page 15, of the Map Records of Harris County, Texas,

and

WHEREAS, Tanglewood Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Two Restrictions") to be recorded in Volume 1976, Page 502, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Two (2), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 31, Page 50, of the Map Records of Harris County, Texas

and

WHEREAS, Tanglewood Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Three Restrictions") to be recorded in Volume 2043, Page 389, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 32, Page 30, of the Map Records of Harris County, Texas

and

WHEREAS, Tanglewood Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Four Restrictions") to be recorded in Volume 2098, Page 731, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Four (4), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 34, Page 5, of the Map Records of Harris County, Texas

and

WHEREAS, Tanglewood Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Four-A Restrictions") to be recorded in Volume 2511, Page 702, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Four-A (4-A), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 40, Page 35, of the Map Records of Harris County, Texas

and

WHEREAS, Tanglewood Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Five Restrictions") to be recorded in Volume 2110, Page 180, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Five (5), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 34, Page 19, of the Map Records of Harris County, Texas

and

WHEREAS, Tanglewood Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Six Restrictions") to be recorded in Volume 2189, Page 179, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Six (6), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 35, Page 26, of the Map Records of Harris County, Texas

and

WHEREAS, Tanglewood Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Seven Restrictions") to be recorded in Volume 2260, Page 613, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Seven (7), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 36, Page 13, of the Map Records of Harris County, Texas

and

WHEREAS, Tanglewood Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Eight Restrictions") to be recorded in Volume 2283, Page 361, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Eight (8), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 36, Page 66, of the Map Records of Harris County, Texas

and

WHEREAS, Tanglewood Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Nine Restrictions") to be recorded in Volume 2457, Page 451, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Nine (9), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 39, Page 30, of the Map Records of Harris County, Texas

and

WHEREAS, Tanglewood Corporation and Parkwood Terrace Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Ten Restrictions") to be recorded in Volume 2602, Page 209, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Ten (10), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 42, Page 3, of the Map Records of Harris County, Texas

and

WHEREAS, Tanglewood Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Eleven Restrictions") to be recorded in Volume 2815, Page 608, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Eleven (11), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 46, Page 36, of the Map Records of Harris County, Texas

and

WHEREAS, Tanglewood Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Eleven-A Restrictions") to be recorded in Volume 3796, Page 536, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Eleven-A (11-A), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 59, Page 62, of the Map Records of Harris County, Texas

WHEREAS, Tanglewood Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Eleven-B Restrictions") to be recorded in Volume 6309, Page 334, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Eleven-B (11-B), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 139, Page 21, of the Map Records of Harris County, Texas

and

WHEREAS, Airtex, Inc. caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Twelve Restrictions") to be recorded in Volume 3094, Page 612, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Twelve (12), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 51, Page 48, of the Map Records of Harris County, Texas

and

WHEREAS, Tanglewood Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Thirteen Restrictions") to be recorded in Volume 3242, Page 428, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Thirteen (13), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 53, Page 65, of the Map Records of Harris County, Texas

and

WHEREAS, Lawndale Terrace Corporation and San Felipe Post Oak Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Fourteen Restrictions") to be recorded in Volume 3401, Page 424, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Fourteen (14), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 55, Page 52, of the Map Records of Harris County, Texas

and

WHEREAS, Lawndale Terrace Corporation, San Felipe Post Oak Corporation, Westheimer Post Oak Corporation and Lawndale Plaza Company caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Fifteen Restrictions") to be recorded in Volume 3668, Page 638, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Fifteen (15), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 59, Page 11, of the Map Records of Harris County, Texas

and

WHEREAS, Pine Forest Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Sixteen Restrictions") to be recorded in Volume 3694, Page 641, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Sixteen (16), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 60, Page 32, of the Map Records of Harris County, Texas

and

WHEREAS, Longwoods Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Seventeen Restrictions") to be recorded in Volume 5676, Page 460, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Seventeen (17), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 121, Page 30, of the Map Records of Harris County, Texas

and

WHEREAS, Longwoods Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Seventeen-A Restrictions") to be recorded in Volume 8125, Page 246, et seq., of the Deed Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Seventeen (17-A), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 170, Page 129, of the Map Records of Harris County, Texas

and

WHEREAS, Longwoods Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Eighteen Restrictions") to be recorded under Clerk's File No. D509324 of the Real Property Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Eighteen (18), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 187, Page 22, of the Map Records of Harris County, Texas

and

WHEREAS, Longwoods Corporation caused that certain instrument entitled "Reservations, Restrictions and Covenants in Tanglewood Addition" ("the Section Nineteen Restrictions") to be recorded under Clerk's File No. E837336 of the Real Property Records of Harris County, Texas, which Restrictions imposed various covenants, conditions and restrictions upon the properties in the following residential subdivision, to-wit:

Tanglewood, Section Nineteen (19), a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 236, Page 68, of the Map Records of Harris County, Texas

and

WHEREAS, the Restrictions for each section of Tanglewood provide a method of extending and/or releasing lots from the provisions thereof but do not include provisions expressly designating a method of amending the Restrictions; and

WHEREAS, Section 204.005 of the Texas Property Code provides a method of amending existing restrictions in the absence of any express designation relating to amendment in the document creating the restrictions, and Section 204.008 of the Texas Property Code identifies several permissible methods of adopting an amendment of restrictions; and

WHEREAS, Tanglewood Homes Association, Inc. ("the Association"), a property owners' association as defined in Chapter 204 of the Texas Property Code, having jurisdiction over all sections of Tanglewood, approved and circulated this amendment for the purpose of amending the Restrictions in the manner provided in Sections 204.005 and 204.008 of the Texas Property Code; and

WHEREAS, the undersigned, being the owners of at least seventy-five percent (75%) of the real property in all sections of Tanglewood, have agreed to amend the Restrictions in the manner set forth herein;

NOW, THEREFORE, the undersigned, being not less than seventy-five percent (75%) of the real property in all sections of Tanglewood, hereby amend the Restrictions applicable to all sections of Tanglewood in the manner indicated below. Pursuant to Section 204.005(d) of the Texas Property Code, these amendments shall be binding on all properties in all sections of Tanglewood. All of these amendments relate to the paragraphs under the section entitled "General Restrictions." As used hereinafter, "Restrictions" means, collectively, the Reservations, Restrictions and Covenants applicable to all sections of Tanglewood, as identified above.

1. All of the Restrictions include a paragraph that reads as follows:

No garage or outbuilding on this property shall be used as a residence or living quarters, except by servants engaged on the premises.

All of the Restrictions are hereby amended by adding the following provision at the end of such paragraph:

In addition to use for residential purposes by domestic workers and temporary guests, quarters on a lot for domestic workers and guests may be used for residential purposes by one or more family members occupying the principal residence on that lot. Under no circumstances may quarters for domestic workers or guests be leased or rented.

2. All of the Restrictions, with the exception of the Section Seventeen-A Restrictions, the Section Eighteen Restrictions, and the Section Nineteen Restrictions, include a paragraph that reads as follows:

No part of the property shall be conveyed to, owned by, leased to, used or occupied by any person other than of the white or Caucasian Race, except that the owner's servants, other than of white or Caucasian Race, may occupy servants' quarters.

This paragraph is deleted in its entirety from all of the Restrictions which contain the paragraph (as identified above).

3. All of the Restrictions, with the exception of the Section Sixteen Restrictions, the Section Seventeen Restrictions, the Section Seventeen-A Restrictions, the Section Eighteen Restrictions and the Section Nineteen Restrictions, include a paragraph that reads as follows:

Grass, weeds, and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Until a home or residence is built on a lot, Tanglewood Corporation or Tanglewood Homes Association, Inc. may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the property, and the owner of such lot shall be obligated to pay for the cost of such work.

The Section Sixteen Restrictions include a paragraph that reads as follows:

Grass, weeds, and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Until a home or residence

is built on a lot, Pine Forest Corporation, Tanglewood Corporation or Tanglewood Homes Association, Inc. may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the property, and the owner of such lot shall be obligated to pay for the cost of such work.

The Section Seventeen Restrictions include a paragraph that reads as follows:

Grass, weeds, and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Until a home or residence is built on a lot, Longwoods Corporation and Tanglewood Corporation may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the property, and the owner of such lot shall be obligated to pay for the cost of such work.

The Section Seventeen-A Restrictions and the Section Eighteen Restrictions include a paragraph that reads as follows:

Grass, weeds, and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Until a home or residence is built on a lot, Longwoods Corporation, Tanglewood Corporation or Tanglewood Homes Association, Inc. may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the property, and the owner of such lot shall be obligated to pay for the cost of such work.

The Section Nineteen Restrictions include a paragraph that reads as follows:

Grass, weeds, and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Until a home or residence is built on a lot, Longwoods Corporation or Tanglewood Corporation may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the property, and the owner of such lot shall be obligated to pay for the cost of such work.

Each of such paragraphs in the Restrictions is hereby amended to read as follows:

Grass, weeds, and vegetation on each lot shall be mowed and trimmed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die or become diseased or infested with insects shall be promptly removed from the lot. If the owner or occupant of a lot fails to maintain the lot in a reasonable manner, as required by this paragraph, Tanglewood Homes Association, Inc. and/or its agents, shall have the right to go upon the lot, without liability in trespass or otherwise, and cause the lot to be mowed, trimmed and cleaned and remove any dead, diseased or infested trees, shrubs, vines and plants; provided that, Tanglewood Homes Association, Inc. shall first send written notice of its intent to take such action to the owner of the lot, as well as the occupant of the lot, if different than the owner, and provide to the owner and occupant a period of ten (10) days from the date of the notice to comply. Any costs incurred by Tanglewood Homes Association, Inc. to mow, trim and clean the lot, and/or remove any dead, diseased or infested trees, shrubs, vines or plants, shall be charged to the owner of the lot and the owner shall be obligated to promptly reimburse Tanglewood Homes Association, Inc. for the costs incurred upon the delivery of a written invoice to the owner. No synthetic or other type of artificial grass may be used as the lawn on a lot, either in whole or in part.

4. All of the Restrictions, with the exception of the Section Fifteen Restrictions, the Section Sixteen Restrictions, the Section Seventeen Restrictions, the Section Seventeen-A Restrictions, the Section Eighteen Restrictions and the Section Nineteen Restrictions, include a paragraph that reads as follows:

No fence, wall, or hedge shall be placed on any lot in the Addition nearer to any street than is permitted for the house of said lot, except with the written consent of Tanglewood Corporation; no fence, wall, or hedge shall be placed on any portion of the sites higher than six feet from the ground. Should a hedge, shrub, tree, flower or other planting be so placed, and afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of Tanglewood Corporation, and such encroachment is wholly at the risk of the owner.

The Section Fifteen Restrictions include a paragraph that reads as follows:

Subject to the provisions of the succeeding paragraph, no fence, wall, or hedge shall be placed on any lot in the Addition nearer to any street than is permitted for the house of said lot, except with the written consent of Tanglewood Corporation; no fence, wall, or hedge shall be placed on any portion of the sites higher than six feet from the ground. Should a hedge, shrub, tree, flower or other planting be so placed, and afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of Tanglewood Corporation, and such encroachment is wholly at the risk of the owner.

The Section Sixteen Restrictions include a paragraph that reads as follows:

Except as set forth in the succeeding paragraph, no fence, wall, or hedge shall be placed on any lot in the Addition nearer to any street than is permitted for the house of said lot, except with the written consent of Pine Forest Corporation and Tanglewood Corporation; no fence, wall, or hedge shall be placed on any portion of the sites higher than six feet from the ground. Should a hedge, shrub, tree, flower or other planting be so placed, and afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of Pine Forest Corporation or Tanglewood Corporation, and such encroachment is wholly at the risk of the owner.

The Section Seventeen Restrictions, the Section Seventeen-A Restrictions and the Section Eighteen Restrictions, include a paragraph that reads as follows:

Except as set forth in the succeeding paragraph, no fence, wall, or hedge shall be placed on any lot in the Addition nearer to any street than is permitted for the house of said lot, except with the written consent of Longwoods Corporation and Tanglewood Corporation; no fence, wall, or hedge shall be placed on any portion of the sites higher than six feet from the ground. Should a hedge, shrub, tree, flower or other planting be so placed, and afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of Longwoods Corporation or Tanglewood Corporation, and such encroachment is wholly at the risk of the owner.

The Section Nineteen Restrictions include a paragraph that reads as follows:

No fence, wall, or hedge shall be placed on any lot in the Addition nearer to any street than is permitted for the house of said lot, except with the written consent of Longwoods Corporation; no fence, wall, or hedge shall be placed on any portion of the sites higher than six feet from the ground. Should a hedge, shrub, tree, flower or other planting be so placed, and afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of Longwoods Corporation, and such encroachment is wholly at the risk of the owner.

All of the Restrictions, other than the Section Nineteen Restrictions, are hereby amended by (1) changing "Tanglewood Corporation" to "Tanglewood Homes Association, Inc." and (2) deleting all references to "Pine Forest Corporation" and "Longwoods Corporation." The Section Nineteen Restrictions are hereby amended by changing "Longwoods Corporation" to "Tanglewood Homes Association, Inc." All of the Restrictions are further amended by changing the phrase "no fence, wall, or hedge shall be placed on any portion of the sites higher than six feet from the ground" to read "no fence, wall, or hedge shall be placed on any lot that is greater than eight (8) feet in height, measured from the ground" and adding the following provision APPLICABLE AFTER the effective date of this instrument at the end of the applicable paragraph referred to above:

Prior to erecting a new fence on a lot or replacing an existing fence on a lot, the owner of the lot shall submit to Tanglewood Homes Association, Inc. a request for approval of the proposed fence with information regarding the location of the fence, the height of the fence, the type, color and grade of the materials to be used in the construction of the fence, and the design of the fence. The Deed Restriction Committee of Tanglewood Homes Association, Inc. shall have the authority to disapprove the proposed fence if it does not comply with applicable setbacks, height restrictions or any other provisions in this paragraph and applicable restrictions relating to fences, or if the Deed Restriction Committee reasonably determines that the proposed fence is not compatible with the overall design of homes and related improvements in the subdivision. No fence or wall shall be constructed with materials not traditionally used for fences on lots in the subdivision. Fence and wall materials shall be generally limited to wood, iron and brick or a similar masonry material. A non-traditional fence or wall material includes, by way of example and not by way of limitation, any type of plastic material. Any request for approval of a proposed new fence or a fence to replace an existing fence which otherwise complies with restrictions applicable to fences but is not of the same wood, iron or brick materials as the fence being replaced shall be deemed approved by Tanglewood Homes

Association, Inc. unless disapproval or a request for additional information is transmitted to the applicant within thirty (30) days from the date of actual receipt of the application by Tanglewood Homes Association, Inc. at its business office. Any request for approval of a proposed fence to be constructed out of wood, iron or brick or a similar masonry material to replace a fence out of substantially the same type and color of material and in the same location as the fence to be replaced shall be deemed approved by Tanglewood Homes Association, Inc. unless disapproval or a request for additional information is transmitted to the applicant within five (5) business days from the date of actual receipt of the application by Tanglewood Homes Association, Inc. at its business office. However, no deemed approval shall operate to permit an owner to erect a fence on a lot that violates any of the express provisions of this paragraph or a setback line applicable to a lot. Each fence that is adjacent to a major thoroughfare is required to have a finished side facing the major thoroughfare; in the case of wood fences, this paragraph prohibits all posts, rails or other supports from being visible from a major thoroughfare. For purposes of this paragraph, the major thoroughfares include Chimney Rock, Post Oak Drive, Sage, San Felipe Road, Woodway and Tanglewood Boulevard. A fence constructed with cinder block or concrete must be painted or color impregnated and the color to be used must be approved by the Deed Restriction Committee of Tanglewood Homes Association, Inc. prior to the application of the paint or color. No fence may be constructed on a lot with barbed wire, razor wire or any type of electrical wire and no barbed wire, razor wire or electrical wire may be attached to any permitted fence, wall or hedge. This paragraph does not prohibit the installation of an "invisible" fence that controls pets through underground electrical wiring. Any fence proposed to be constructed on a lot on which there is no residential dwelling or other permanent improvement must likewise be approved by the Deed Restriction Committee of Tanglewood Homes Association, Inc. as to type, location, design, and color and grade of materials. The Deed Restriction Committee may impose more stringent requirements for fences on vacant or unimproved lots, lots on which construction is to take place, and lots adjacent to Tanglewood Boulevard for aesthetic purposes.

5. All of the Restrictions, with the exception of the Section Sixteen Restrictions, the Section Seventeen Restrictions, the Section Seventeen-A Restrictions, the Section Eighteen Restrictions, and the Section Nineteen Restrictions, include a paragraph that reads as follows:

No cattle, hogs or other animals, rabbits, or poultry may be kept in any part of the property unless written permission be obtained from Tanglewood Corporation; such permission shall be revocable at any time.

The Section Sixteen Restrictions include a paragraph that reads as follows:

No cattle, hogs or other animals, rabbits, or poultry shall be kept in any part of this property unless written permission be obtained from both Tanglewood Corporation and Pine Forest Corporation, such permission shall be revocable at any time by either Pine Forest Corporation or Tanglewood Corporation.

The Section Seventeen Restrictions, the Section Seventeen-A Restrictions, and the Section Eighteen Restrictions, include a paragraph that reads as follows:

No cattle, hogs or other animals, rabbits, or poultry shall be kept in any part of this property unless written permission be obtained from both Longwoods Corporation and Tanglewood Corporation such permission shall be revocable at any time by either Longwoods Corporation or Tanglewood Corporation.

The Section Nineteen Restrictions include a paragraph that reads as follows:

No horses, cattle, hogs, livestock, or other animals, or rabbits, or poultry, of any kind, shall be raised, bred, kept, staked or pastured on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

All of the Restrictions are hereby amended by changing "Tanglewood Corporation" to "Tanglewood Homes Association, Inc.", deleting all references to "Pine Forest Corporation" and "Longwoods Corporation" and adding the following provision at the end of the applicable paragraph referred to above:

Only generally recognized house or yard pets are permitted on a lot and then only if they are kept solely as domestic pets and not for commercial purposes. Exotic animals are not permitted on a lot. For purposes hereof, an animal is an "exotic" animal if it is not a generally recognized house or yard pet, it is a breed of animal that is commonly considered to be wild, as opposed to domesticated, or if it is a breed of animal that is inherently aggressive or vicious toward other animals and/or humans. A reasonable number of recognized house or yard pets are permitted on a lot. No permitted pet is allowed to roam throughout the subdivision, make an unusual amount of noise, or otherwise become an annoyance or nuisance to surrounding residents. The Board of Directors of Tanglewood Homes Association, Inc. shall have the sole discretion to determine whether an animal is a generally recognized house or yard pet or an annoyance or nuisance to surrounding residents, and whether the number of recognized house or yard pets on a lot is reasonable.

6. All of the Restrictions, with the exception of the Section Twelve Restrictions, the Section Fourteen Restrictions, the Section Fifteen Restrictions, the Section Sixteen Restrictions, the Section Seventeen Restrictions, the Section Seventeen-A Restrictions, the Section Eighteen Restrictions, and the Section Nineteen Restrictions, include paragraph that reads as follows:

Tanglewood Corporation shall have the right to modify the Restrictions with reference to location of setback or sideline restrictions of any of the improvements, and the direction which they may face, to such extent as it deems for the best interest of the Addition as a whole, but such modifications must be in writing.

The Section Twelve Restrictions includes a paragraph that reads as follows:

Tanglewood Corporation or Airtex, Inc. shall have the right to modify the Restrictions with reference to location of setback or sideline restrictions of any of the improvements, and the direction which they may face, to such extent as it deems for the best interest of the Addition as a whole, but such modifications must be in writing.

The Section Fourteen Restrictions includes a paragraph that reads as follows:

Lawndale Terrace Corporation, San Felipe Post Oak Corporation, or both, or Tanglewood Corporation shall have the right to modify the Restrictions with reference to location of setback or sideline restrictions of any of the improvements, and the direction which they may face, to such extent as it deems for the best interest of the Addition as a whole, but such modifications must be in writing.

The Section Fifteen Restrictions includes a paragraph that reads as follows:

Lawndale Terrace Corporation, San Felipe Post Oak Corporation, Westheimer Post Oak Corporation, Lawndale Plaza Company, or any of them, or Tanglewood Corporation shall have the right to modify the Restrictions with reference to location of setback or sideline restrictions of any of the improvements, and the direction which they may face, to such extent as it deems for the best interest of the Addition as a whole, but such modifications must be in writing.

The Section Sixteen Restrictions includes a paragraph that reads as follows:

Pine Forest Corporation and Tanglewood Corporation jointly shall have the right to modify the Restrictions with reference to location of setback or sideline restrictions of any of the improvements, and the direction which they may face, to such extent as it deems for the best interest of the Addition as a whole, but such modifications must be in writing.

The Section Seventeen Restrictions and the Section Nineteen Restrictions include a paragraph that reads as follows:

Longwoods Corporation and Tanglewood Corporation jointly shall have the right to modify the Restrictions with reference to location of setback or sideline restrictions of any of the improvements, and the direction which they may face, to such extent as it deems for the best interest of the Addition as a whole, but such modifications must be in writing.

The Section Seventeen-A Restrictions and the Section Eighteen Restrictions include a paragraph that reads as follows:

Longwoods Corporation and Tanglewood Corporation jointly or Longwoods Corporation and Tanglewood Homes Association, Inc. jointly shall have the right to modify the Restrictions with reference to location of setback or sideline restrictions of any of the improvements, and the direction which they may face, to such extent as it deems for the best interest of the Addition as a whole, but such modifications must be in writing.

Each of such paragraphs in the Restrictions is hereby amended to read as follows:

The Deed Restriction Committee of Tanglewood Homes Association, Inc. shall have the authority to grant variances from the provisions relating to setbacks, the location of improvements, the direction which improvements must face, and any other architectural restrictions based upon circumstances such as topography, natural obstructions, aesthetics, or other relevant considerations; provided that, the Deed Restriction Committee of Tanglewood Homes Association, Inc. shall have no authority to grant a variance from the provisions of the Restrictions relating to the use of a lot or the use of any improvement on a lot. Each variance must be evidenced by an instrument in writing. No variance shall operate to waive any provisions of the Restrictions for any purpose except as to the particular property and the particular provision made the subject of the variance.

7. The following paragraph is hereby added to all of the Restrictions to read as follows:

Except as expressly provided in this paragraph, there shall be no door-to-door solicitations of any type within the subdivision. A resident of the Tanglewood subdivision (meaning any section of Tanglewood) may make solicitations within the subdivision solely for the purpose of raising funds for a charitable or non-profit organization; provided that, prior to making any solicitations, the resident must notify Tanglewood Homes Association, Inc. in writing of the desire to make door-to-door solicitations, provide the name of the charitable or non-profit organization and the dates

during which the solicitations will be made, and obtain the written consent to make solicitations from Tanglewood Homes Association, Inc. If approved by Tanglewood Homes Association, Inc., only the resident or members of the resident's immediate family shall be entitled to make door-to-door solicitations.

8. The following paragraph is hereby added to all of the Restrictions to read as follows:

No exterior heating, ventilating and air-conditioning compressor units, swimming pool equipment, or other mechanical equipment installed or replaced after the effective date of this instrument shall be situated nearer to any side or rear property line than five (5) feet unless an express variance is granted or has previously been granted in writing for the placement of such equipment or replacement equipment by the Deed Restriction Committee of Tanglewood Homes Association, Inc. Any request for approval of replacement equipment of the same type (*i.e.*, serving the same function) and at the same location as equipment to be removed shall be deemed approved by Tanglewood Homes Association, Inc. unless disapproved within five (5) business days from actual receipt of the application or request for approval by Tanglewood Homes Association in its business office. Any exterior heating, ventilating and air-conditioning compressor units, swimming pool equipment, or other mechanical equipment that is installed or replaced after the effective date of this instrument and situated within ten (10) feet of any side or rear property line must provide sound attenuation that reduces the noise generated by the equipment to not more than fifty-eight (58) decibels, measured from the nearest point at which a structure may be constructed (without variance) on the lot adjacent to the side or rear property line on which such heating, ventilating and air conditioning compressor units, swimming pool equipment or other mechanical equipment is to be installed or replaced. All exterior heating, ventilating and air-conditioning compressor units, swimming pool equipment or other mechanical equipment installed or replaced after the effective date of this instrument must be located at ground level and be screened from view from any street adjacent to the lot by landscaping or approved fencing. No window or wall air-conditioning units are permitted in any residential dwelling or other structure on a lot if visible from any adjoining street or any adjoining lot, at ground level.

9. The following paragraph is hereby added to all of the Restrictions to read as follows:

(a) Except as otherwise provided in subparagraph (b) below or otherwise approved in writing by the Deed Restrictions Committee of Tanglewood Homes Association, Inc., any sports goal (including a portable basketball goal); play fort; play house; play

structure or similar item of any kind; bench; swing set; slide; tire swing; rope, chain or other swing, other play equipment; topiary unless composed of only natural growth; sculpture or artwork; or similar item of any nature (each, a "restricted item"), shall not be erected, installed or placed

(i) in the front or side yard of any lot nearer to an adjoining street than any building setback line of such lot,

(ii) on any lot nearer to a property line of such lot than any building setback line of such lot, or

(iii) in the front or side yard of any lot nearer to an adjoining street than the wall of any existing improvements on such lot unless screened by fencing constructed on such lot on the building setback line of such lot in accordance with these Restrictions (up to the maximum fence height permitted by these Restrictions without a variance).

A flagpole of a reasonable height is permitted on a lot; however, the Board of Directors of Tanglewood Homes Association, Inc. shall have the authority to determine whether the height and location of a flagpole is reasonable. Any restricted item that exists and is located on a lot nearer to the adjoining or adjacent street or a property line than the applicable building setback line or building improvements on such lot as of the effective date of this instrument is not required to be removed; provided that, if such restricted item is voluntarily removed by the owner or occupant of the lot for any reason or becomes detached as the result of normal wear and tear or damage, it may not be replaced without compliance with this paragraph. Further, upon the sale or transfer of a lot on which there is a restricted item that is otherwise grandfathered, the restricted item must be removed unless the restricted item is permitted to remain by the Deed Restriction Committee of Tanglewood Homes Association, Inc. granting written approval to allow such restricted item to remain.

(b) Notwithstanding the provisions of subparagraph (a), any owner may at any time erect, install or place on a lot in any area in which restricted items would otherwise be prohibited by (a) above

(i) one (1) single seat child's rope, chain or other swing (excluding a tire swing); and

(ii) one or more benches and/or swings provided (and only if) the color(s) of the bench or swing and any rope, chain or other suspension material are determined by the Deed Restriction Committee of Tanglewood Homes Association, Inc. to be of traditional colors, compatible with the exterior color(s) of the residential dwelling on the lot and otherwise permitted hereby;

however, in no event may any such bench or swing and any rope, chain or other suspension material consist of non-traditional colors, including, by way of example and not by way of limitation, purple, fuchsia, canary yellow, magenta, orange, goldenrod, fire engine red, chartreuse, and hot pink.

10. The following paragraph is hereby added to all of the Restrictions to read as follows:

No mobile home trailer, recreational vehicle, boat, jet ski or trailer of any kind shall be stored on any lot in view from any street adjoining such lot or in view from any adjacent lot at ground level. For purposes hereof, a mobile home trailer, recreational vehicle, boat, jet ski or trailer is stored on a lot if it is parked on the lot in view from a street adjoining such lot or in view from any adjacent lot at ground level for more than twenty-four (24) consecutive hours or if it is parked on the lot in view from an adjoining street or in view from any adjacent lot at ground level for any length of time on more than five (5) days in any calendar month. No mobile home trailer, recreational vehicle, boat, jet ski or trailer of any kind may be parked or kept on a lot for any length of time nearer to the street in front of the lot than the front building line or nearer to the side street adjacent to a corner lot than the side building line. No vehicle owned, leased or otherwise in the possession of a person residing on a lot shall be parked, kept or stored in the street in front of the lot or, if a corner lot, in the side street adjacent to the lot, except on a temporary basis (which means that the vehicle is used on a day-to-day basis outside the subdivision). Further, a vehicle may be parked in the street on a temporary basis only if the vehicle is operable and has all requisite licenses and permits. This paragraph does not apply to a construction vehicle parked on a lot or in the street in front of a lot on a regular basis during the period in which construction work on the lot is being performed. Further, this paragraph does not prevent a pick-up truck or sports utility vehicle used for family or recreational purposes from being stored on a lot in view from a street; provided that, such a vehicle shall not be parked, kept or stored in the street, except as permitted by this paragraph. Provided further that, any pick-up truck or sports utility vehicle modified for any business or recreational use or equipped with any type of apparatus not typically attached to a pick-up truck or sports utility vehicle and which is higher from ground level than factory-installed equipment on such vehicle, must be parked or kept on the lot out of view from any adjacent street and out of view from any adjacent lot at ground level.

11. The following paragraph is hereby added to all of the Restrictions to read as follows:

After the effective date of this instrument, the type(s) and color(s) of exterior building materials and roofing materials and the color(s) of paint or color impregnation proposed to be used on the exterior of a home or any other improvement on a lot must be approved by the Deed Restriction Committee of Tanglewood Homes Association, Inc. prior to commencement of construction, or application of paint, or installation of building and/or roofing materials. The owner of the lot is required to submit to the Deed Restriction Committee a request for approval of the proposed building materials, roofing materials and paint colors, together with material and/or paint samples. The Deed Restriction Committee shall have the authority to disapprove a proposed building material or roofing material if the type of material is not compatible with the predominant types of building materials used on homes and improvements in the subdivision. Further, the Deed Restriction Committee shall have the authority to disapprove the color of a proposed building material or a proposed paint color if the color is not a color traditionally used on the exteriors of homes and improvements in the subdivision, or if two (2) or more colors proposed to be used on improvements on a lot are not compatible with each other. Exterior colors shall be generally limited to earth tones and forest tones (including white, with the exception of a white roofing material); non-traditional paint colors include, by way of example and not by way of limitation, purple, fuchsia, canary yellow, magenta, orange, goldenrod, fire engine red, chartreuse, and hot pink. The Board of Directors of Tanglewood Homes Association, Inc. has the authority to resolve all disputes between an owner and the Deed Restriction Committee over a proposed building material, roofing material or paint color (as to both type and color) and the Board's decision shall be final. The Deed Restriction Committee will strive to review and act upon an application or request for approval as quickly as possible with the objective being to provide a response to the applicant within ten (10) business days in the case of a change of color and five (5) business days in the case of an applicant desiring to repaint improvements on a lot the same color as then exists (and is not a non-traditional color); however, the Deed Restriction Committee shall have a period of thirty (30) days from the date of actual receipt of an application or request for approval to respond to an applicant with respect to any color or materials for new improvements. To facilitate review and approval of colors, the Deed Restriction Committee shall use reasonable efforts to maintain reference books of paint samples or "chips" for nationally-recognized major paint companies. Any request for approval of proposed building materials, roofing materials and/or paint colors shall be deemed approved by the Deed Restriction Committee of Tanglewood Homes Association, Inc. unless

disapproval or a request for additional information is transmitted to the applicant within thirty (30) days (or, in the case of an applicant desiring to repaint improvements on a lot the same color as then exists, and provided such color is not a non-traditional color, within five (5) business days) after the date of actual receipt of the application or request for approval by Tanglewood Homes Association, Inc. at its business office. Notwithstanding the foregoing provisions, the owner of a lot at the time this instrument becomes effective may, for as long as that owner owns the lot, repaint the home and improvements on the lot existing at the time this instrument becomes effective the same color(s) as that existing on the home and improvements on the effective date of this instrument; provided that, if title to the lot changes, the subsequent owner of the lot may not paint the home or improvements on the lot, or any part thereof, without the prior approval of the Deed Restriction Committee, regardless of whether the same or different colors are to be used. This paragraph shall not be construed to require the owner of any lot to change the exterior paint color that exists on the home or other improvement existing on a lot as of the effective date of this instrument.

12. The following paragraph is hereby added to all of the Restrictions to read as follows:

Two (2) or three (3) story homes or improvements constructed in close proximity to the rear building line of a lot create privacy issues for persons who reside on any adjacent lot. Accordingly, after the effective date of this instrument, no window that is nearer than six (6) feet to the finished floor of the room in which it is located (measured from the base of the window sill), may be installed in the second and/or third story wall of a home or other improvement that is parallel, or substantially parallel to the rear property line, unless the wall (in which the window is located) is located at least an additional five (5) feet inside the stipulated rear setback line for the house. With respect to a corner lot, if, after the effective date of this instrument, a residential dwelling is permitted to be constructed on the lot so that the dwelling faces what originally was considered by the Board of Directors of Tanglewood Homes Association, Inc. to be the side street, as opposed to the street that the dwelling originally was intended to front, the original interior side property line shall, for purposes of this paragraph, be considered the rear property line. Likewise, the original rear property line will, for purposes of this section, be considered the interior side property line. The provisions of this paragraph are applicable only if the rear property line of the lot abuts, in whole or in part, another lot in Tanglewood; in other words, the limitations relating to windows are not applicable if the rear property line of a lot is adjacent to a street, a golf course, or any other land that is not a residential lot in Tanglewood.

13. The following paragraph is hereby added to all of the Restrictions to read as follows:

Outside construction, lawn maintenance work (which includes, without limitation, the use of lawn mowers and/or blowers), and landscaping work (except landscaping work that does not create noise) is not permitted to commence on Saturdays, Sundays and holidays before 9:00 a.m. or to continue after 6:00 p.m. On all other days, outside construction, lawn maintenance work, and landscaping work is not permitted to commence before 7:30 a.m. or to continue after sunset. Construction work within the interior of a home or other improvement is permitted at any time as long as noise caused by the work does not unreasonably disturb any surrounding residents. Contractors and/or workmen are not permitted to play radios or CD or tape players and the like at a volume that unreasonably disturbs any surrounding residents. For purposes hereof, the determination of whether noise created by construction work or radios, CD or tape players or the like played by any workman is unreasonable shall be based upon persons of ordinary sensibilities. Owners are responsible for assuring that their contractors and all subcontractors comply with the provisions of this paragraph.

14. The following paragraph is hereby added to all of the Restrictions to read as follows:

Tanglewood Homes Association, Inc. is vested with the authority to implement written Architectural Control Guidelines under the Texas Property Code. The "Tanglewood Policy Manual" was previously adopted per the Texas Property Code and recorded under Clerk's File No. V372037 of the Official Public Records of Harris County, Texas. If there is a conflict between any provision in the Tanglewood Policy Manual and these Restrictions, the Restrictions shall control. To be effective, any supplement or amendment of the Tanglewood Policy Manual (or notice thereof) must be recorded in the Official Public Records of Real Property of Harris County, Texas.

15. The following paragraph is hereby added to all of the Restrictions to read as follows:

After June 16, 1997, the effective date of the Tanglewood Policy Manual, no residential dwelling or related building that exceeds thirty-eight (38) feet in height, measured from the normal, pre-construction grade level to the highest point of the roof (excluding any chimney) shall be constructed on a lot, and no chimney that exceeds forty-two (42) feet in height, measured from the normal, pre-construction grade level to the highest point of the chimney, shall be constructed on a lot.

16. The following paragraph is hereby added to all of the Restrictions to read as follows:

After the effective date of this instrument, no antenna of any type, including, without limitation, broad band antennas, that are visible from any street adjacent to a lot or extend above the roof line of the residential dwelling are permitted on a lot except to the extent that this paragraph is pre-empted by applicable rules and regulations of the Federal Communications Commission; provided that, the color of any permitted antenna must be a color that is traditionally used on the exteriors of homes and improvements in the subdivision and compatible with the exterior color(s) permitted for any residential dwelling on the lot. Provided further that, the Deed Restriction Committee of Tanglewood Homes Association, Inc. shall have the authority to permit the installation of an antenna on a lot that may be visible from an adjacent street but that is so unobtrusive due to its type, size and/or location that its visibility is reasonably and aesthetically deemed to be insignificant.

17. The following paragraph is hereby added to all of the Restrictions to read as follows:

These Restrictions may be amended by an instrument approved in writing by owners representing not less than three-fourths (3/4) of the lots in all sections of Tanglewood. The signatures of the owners approving the amendment need not be acknowledged; provided that, a certificate signed and acknowledged by an officer of Tanglewood Homes Association, Inc. must be attached to the amendment document verifying that owners of the requisite number of lots in Tanglewood have approved the amendment. In the event that there are multiple owners of a lot, the approval may be reflected by the signature of a single co-owner. No amendment shall be effective until the amendment document, to which the certificate of an officer of Tanglewood Homes Association, Inc. and the written approvals of the owners are attached, is recorded in the Official Public Records of Real Property of Harris County, Texas.

The provisions of the Restrictions, which are supplemented by the Tanglewood Policy Manual, remain in full force and effect, as amended herein, and are hereby ratified and confirmed.

EXECUTED on the dates set forth in the attached consents, to be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

**BALLOT FOR/CONSENT TO AMENDMENTS TO
RESERVATIONS, RESTRICTIONS AND COVENANTS**

for

TANGLEWOOD

**SECTIONS 1 THROUGH 4, SECTION 4-A, SECTIONS 5 THROUGH 11, SECTIONS
11-A, and 11-B, SECTIONS 12 THROUGH 17, SECTION 17-A, AND SECTIONS 18 AND**

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I (we), the undersigned, hereby approve the foregoing Amendments to Reservations, Restrictions and Covenants for Sections 1 through 4, Section 4-A, Sections 5 through 11, Sections 11-A, and 11-B, Sections 12 through 17, Section 17-A, and Sections 18 and 19 of Tanglewood. By execution of this Ballot/Consent, the undersigned also acknowledges the receipt of the proposed amendment document (identified by document code #HOU03:840849.6), which sets forth the substance of the amendments. This Ballot/Consent must be received by December 31, 2002 to be effective.

Lot __, Block __, Tanglewood, Section _____

Street Address

Printed Name of Owner

Signature

Printed Name of Owner

Signature

Date: _____

