

**AMENDMENTS TO THE AMENDED 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 §

RECITALS:

1. Tanglewood is a restricted residential subdivision located in Harris County, Texas; the numerous sections which comprise Tanglewood are identified by plat recording information in Exhibit "A" attached hereto and incorporated herein.

2. At the time each section was developed, reservations, restrictions and covenants were imposed upon the properties within the section; the recording information for the original reservations, restrictions and covenants applicable to each section in Tanglewood is set forth in Exhibit "B" attached hereto and incorporated herein.

3. The original reservations, restrictions and covenants for Tanglewood, Section One (1), did not provide for automatic renewal; consequently, the original reservations, restrictions and covenants were extended on numerous occasions by the requisite approval of the owners in lots in Tanglewood, Section One (1).

4. By instrument entitled "Amendment to Reservations, Restrictions and Covenants for Tanglewood, Section One (1)" recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. W325702, the original reservations, restrictions and covenants for Tanglewood, Section One (1), were amended to provide for automatic renewal for successive ten (10) year periods.

5. By instrument entitled "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 "**Amendments**") recorded in the Official Public Records of Real Property of Harris County, Texas under Clerk's File No. W325707, the original reservations, restrictions and covenants for all Sections of Tanglewood were amended.

6. The Amendments define "Restrictions" to mean the reservations, restrictions and covenants applicable to all sections of Tanglewood, as amended.

7. The Amendments provide that the Restrictions may be amended by an instrument approved in writing by owners representing not less than three-fourths (3/4ths) of the lots in all sections of Tanglewood.

8. Section 209.0041 of the Texas Property Code, which became effective on September 1, 2015, provides that a declaration may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to property owners entitled to vote on the amendment of the declaration, unless the declaration contains a lower percentage, in which case the lower percentage controls.

9. Section 209.002 of the Texas Property Code defines "Declaration" to mean a recorded instrument that includes restrictive covenants governing a residential subdivision; therefore, the Restrictions are a "Declaration" as defined in the Texas Property Code.

10. The Restrictions provide for amendment by the approval of a higher percentage of owners than the percentage set forth in Section 209.0041 of the Texas Property Code; therefore, Section 209.0041 controls with respect to the percentage of votes necessary to effect an amendment to the Restrictions.

11. Owners representing not less than sixty-seven percent (67%) of the total votes entitled to be cast desire to amend the Restrictions.

WITNESSETH:

NOW, THEREFORE, based upon the approval of owners representing not less than sixty-seven percent (67%) of the total votes entitled to be cast, the Restrictions applicable to all sections of Tanglewood are amended as set forth below.

1. The original restrictions applicable to all sections of Tanglewood, with the exception of Section 10 and Section 19, include paragraphs that read as follows:

Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by said map, provided such tract constitutes a homesite as defined in the succeeding paragraph.

Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street.

The original restrictions applicable to Section 10 include paragraphs that read as follows:

Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by said map, provided such tract constitutes a homesite as defined in the succeeding paragraph. This restriction shall not apply to tracts designated as Reserved "A" and Reserved "B" on above mentioned plat of Tanglewood, Section 10.

Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street. This restriction shall not apply to tracts designated as Reserved "A" and Reserved "B" on above mentioned plat of Tanglewood, Section 10.

The original restrictions applicable to Section 19 include paragraphs that read as follows:

Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by said map, provided such tract constitutes a homesite as defined in the succeeding paragraph.

Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street in Tanglewood Section 19.

All of the foregoing paragraphs are deleted in their entirety from the Restrictions.

2. The following paragraphs are hereby added to the Restrictions applicable to all sections of Tanglewood to read as follows:

Only one (1) residential dwelling may be constructed on a lot.

No lot may be further subdivided and no portion less than the entirety of a lot as shown on the applicable plat as of the effective date of this instrument may be conveyed by the owner to another party.

The owner of two (2) adjacent lots which both front the same street (other than a side street, as addressed below) may consolidate the lots in their entirety into one (1) homesite, with the privilege of constructing one (1) residential dwelling on the resulting homesite; provided that, the owner of the two (2) lots to be consolidated must comply with replatting requirements imposed by any governmental entity having jurisdiction. Upon the consolidation of two (2) adjacent lots which a replat designates as a single lot, the consolidated lots will be considered as a single lot for purposes of voting rights in Tanglewood Homes Association, Inc. and assessments. The consolidation of two (2) lots which have a common rear property line, the consolidation of two (2) lots which do not front the same street, and the consolidation of two (2) lots which face the same side street are prohibited.

3. The following paragraph is hereby added to the Restrictions applicable to all sections of Tanglewood to read as follows:

Once the construction of a residential dwelling or a remodeling project on a lot has commenced, construction must be diligently pursued to completion. As used herein, "remodeling project" means any exterior work on a lot for which the execution of a Builder Deposit Agreement is a condition of the approval of the plans for the project. The construction of a residential dwelling or remodeling project on a lot will be deemed to have commenced when the foundation form survey has been submitted to and approved by Tanglewood Homes Association, Inc. If a remodeling project on a lot does not involve the construction of a foundation, the remodeling project will be deemed to have commenced on the date that any equipment

or construction materials are moved onto the lot. Substantial completion of a residential dwelling or remodeling project on a lot must be completed within eighteen (18) months of the date that construction is commenced. Provided that, the period required for substantial completion of a residential dwelling or remodeling project on a lot may be extended by the Board of Directors of Tanglewood Homes Association, Inc., if an extension is requested by the owner of the lot prior to the deadline for completing construction and an extension is reasonably determined to be warranted, in the Board's sole discretion. An extension, if granted, requires the execution of an agreement for that purpose by the owner of the lot which specifies the terms and conditions under which the extension is granted. For purposes hereof, "substantial completion" of the residential dwelling is the date on which the residential dwelling is ready for occupancy, with functioning HVAC and plumbing systems, and all construction materials and equipment (including the port-a-can) have been removed from the lot. Substantial completion of a remodeling project is the date the additional or remodeled improvement is capable of being used for its intended purpose and all construction materials and equipment (including the port-a-can, if any) have been removed from the lot.

As used herein, the date on which the period to substantially complete construction of a residential dwelling on a lot or remodeling project expires or a later date designated by the Board of Directors, if applicable, is the "Completion Date." In the event that the construction of a residential dwelling on a lot or remodeling project is not substantially completed by the Completion Date, the owner of the lot must pay to Tanglewood Homes Association, Inc. a fee for each month or portion of a month in which substantial completion is delayed beyond the Completion Date ("Delay Fee"). Each Delay Fee is due in advance, on the first day of each month, and will be delinquent if not received by Tanglewood Homes Association, Inc. by the fifteenth (15th) day of the month. If not timely paid, Delay Fees will accrue late charges and interest; Tanglewood Homes Association, Inc. may pursue all available remedies for the collection of unpaid Delay Fees. Written notice of the commencement of the Delay Fee must be provided to the owner of the lot by certified mail, return receipt requested, at the last known mailing address of the owner of the lot according to the records of Tanglewood Homes Association, Inc.

The Delay Fee during the first six (6) month period after the Completion Date is \$2,000.00 per month. If substantial completion is delayed longer than six (6) months after the Completion Date, the Delay Fee for the seventh (7th) month after the Completion Date and each month thereafter up to and including the eighteenth (18th) month after the Completion Date is \$5,000.00 per month. For each month after the eighteenth (18th) month after the Completion Date, the Delay Fee is \$10,000.00 per month. The full amount of a monthly Delay Fee is payable to Tanglewood Homes Association, Inc. regardless of the date in the month that the residential dwelling or remodeling project is substantially completed; in other words, a monthly Delay Fee will not be prorated as of the date that the

construction of the residential dwelling or remodeling project is substantially completed. Delay Fees are in addition to, not in lieu of, the non-refundable portion of the Deposit per the Builder's Deposit Agreement established in the Tanglewood Policy Manual. Further, forfeitures of all or any portion of the Deposit, as provided in the Builder Deposit Agreement, will not be applied as a credit or an offset against a Delay Fee.

4. The following paragraph is hereby added to the Restrictions applicable to all sections of Tanglewood to read as follows:

No residential dwelling or other improvement on a lot is permitted to fall into disrepair. Each residential dwelling or other improvement on a lot must at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner of the lot at such owner's sole cost and expense. The Board of Directors of Tanglewood Homes Association, Inc. has the exclusive authority to determine whether an owner is maintaining his lot and the residential dwelling and other improvements on the lot in a reasonable manner and in accordance with the standards of the community and the Board of Director's determination will be conclusive and binding on all parties. In the event the owner of a lot fails to keep the exterior of the residential dwelling or other improvement on the lot in good condition and repair, Tanglewood Homes Association, Inc. may provide not less than thirty (30) days written notice of the violation and the action required to remedy the violation. If the necessary work is not completed within thirty (30) days of the date of the notice or an alternative time period agreed upon by the Board of Directors of Tanglewood Homes Association, Inc., Tanglewood Homes Association, Inc. or a contractor engaged by Tanglewood Homes Association, Inc. may, at its option, without liability to the owner, lessee or other occupant in trespass or otherwise, go onto the lot and repair and/or paint the exterior of the residential dwelling or other improvement on the lot and otherwise cause the residential dwelling or other improvements on the lot to be placed in good condition and repair, and do every other thing necessary to secure compliance with these Restrictions. Tanglewood Homes Association, Inc. may charge the owner of the lot for the cost of such work. The owner of the lot is obligated to pay such charge, plus ten percent (10%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Interest thereon at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, will begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the owner.

5. The following paragraph is hereby added to the Restrictions applicable to all sections of Tanglewood to read as follows:

No owner is permitted to lease his lot for a period of less than six (6) consecutive months. No owner is permitted to lease a room or rooms in the residential dwelling on the owner's lot or any other portion of the residential dwelling or other improvement on the owner's lot. An owner

may only lease the entirety of the lot, together with the residential dwelling and other improvements on the lot, for the minimum six (6) month period. Every lease must provide that the lessee is bound by and subject to all the obligations under these Restrictions and a failure to comply with the provisions of these Restrictions will be a default under the lease. The owner making such lease is not, by virtue of the lease, relieved from any obligation to comply with the provisions of these Restrictions.

6. The following paragraph is hereby added to the Restrictions applicable to all sections of Tanglewood to read as follows:

In the event of a fire or other casualty causing damage or destruction to the residential dwelling or other improvement on a lot, the owner of such damaged or destroyed residential dwelling or improvement must, within ninety (90) days after such fire or casualty (or such longer period if agreed upon by the Board of Directors), contract to repair or reconstruct the damaged portion of residential dwelling or improvement and cause the residential dwelling or improvement to be fully repaired or reconstructed in accordance with the original plans therefor or in accordance with new plans presented to and approved by the Deed Restriction Committee of Tanglewood Homes Association, Inc., and must promptly commence repairing or reconstructing such residential dwelling or improvement to the end that the residential dwelling or improvement does not remain in a damaged or partly finished condition any longer than reasonably necessary for completion thereof. Alternatively, such damaged or destroyed residential dwelling or improvement must be razed and the lot restored as nearly as possible to its original condition within ninety (90) days of its damage or destruction (or such longer period if agreed upon by the Board of Directors). In the event that the repair and reconstruction of the residential dwelling or improvement has not been commenced within ninety (90) days after such fire or casualty (or such longer period if agreed upon by the Board of Directors), and the damaged or destroyed residential dwelling or improvement has not been razed and the lot restored to its original condition, Tanglewood Homes Association, Inc. and/or any contractor engaged by Tanglewood Homes Association, Inc., upon thirty (30) days written notice to the owner at the owner's last known mailing address according to the records of Tanglewood Homes Association, Inc., has the authority, but not the obligation, to enter upon the lot, raze the residential dwelling or improvement and restore the lot as nearly as possible to its original condition. Tanglewood Homes Association, Inc. may charge the owner of the lot for the cost of such work. The owner of the lot is obligated to pay such charge, plus ten percent (10%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Interest thereon at the rate of eighteen percent (18%) per annum or the maximum, non-usurious rate, whichever is less, will begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the owner.

7. The Amendments added paragraphs to the Restrictions relating to play equipment, swings, benches, sculptures and artwork, and flagpoles located in the front or side yard of a lot nearer to a street than the applicable building setback. The following provision is added to such paragraphs in the Restrictions:

Recognizing that there is a large number of children who reside in Tanglewood and that parks and play areas in Tanglewood are limited, portable or temporary play equipment or a portable or temporary play device, such as, by way of example and not in limitation, a plastic soccer goal, a plastic baseball or softball pitching net, or slack line, may be used in the front or side yard of a lot nearer to the street than the building setback but only during the period of actual use; when not in use, portable or temporary play equipment and play devices must be removed from view from the street(s) adjacent to the lot.

8. The Amendments added paragraphs to the Restrictions relating to the types of materials that may be used in the construction of a fence or wall on a lot. The following provision is added to such paragraphs in the Restrictions:

Notwithstanding the foregoing provisions, given the prevalence of low garden walls being common landscaping features, a garden wall may, with the prior written approval of the Deed Restriction Committee of Tanglewood Homes Association, Inc. as to size, design, location and type and color of materials, be located nearer to the front lot line of a lot or, in the case of a corner lot, nearer to the side lot line adjacent to the side street than the applicable setback line. As used herein, the term "garden wall" means a small decorative wall that does not function as an enclosure of a yard or patio area. Unless otherwise approved in writing by the Deed Restriction Committee of Tanglewood Homes Association, Inc., a garden wall may not exceed a height of two (2) feet above grade.

Except as amended herein, all provisions of the Restrictions remain in full force and effect.

IN WITNESS WHEREOF, the President of Tanglewood Homes Association, Inc. hereby executes this instrument to certify that owners representing not less than sixty-seven percent (67%) of the votes entitled to be cast have approved the Amendments set forth in this instrument in accordance with Section 209.0041(h) of the Code. The Amendments will be effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

DATED this _____ day of _____, 2018.

TANGLEWOOD HOMES ASSOCIATION, INC.

By: _____
W. Craig Childers, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this ___ day of _____, 2018 personally appeared W. Craig Childers, President of Tanglewood Homes Association, Inc., 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 purpose and in the capacity therein expressed.

Notary Public in and for the State of Texas

EXHIBIT "A"

The Sections Comprising Tanglewood

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tanglewood, Section Seventeen-A (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

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

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

EXHIBIT "B"

The Recording Information for the Original Reservations, Restrictions and Covenants Applicable to Each Section in Tanglewood

<u>SECTION</u>	<u>Recording Information for Original Reservations, Restrictions and Covenants</u>
Section One (1)	Volume 1882, Page 112, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Two (2)	Volume 1976, Page 502, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Three (3)	Volume 2043, Page 389, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Four (4)	Volume 2098, Page 731, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Four-A (4-A)	Volume 2511, Page 702, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Five (5)	Volume 2110, Page 180, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Six (6)	Volume 2189, Page 179, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Seven (7)	Volume 2260, Page 613, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Eight (8)	Volume 2283, Page 361, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Nine (9)	Volume 2457, Page 451, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Ten (10)	Volume 2602, Page 209, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Eleven (11)	Volume 2815, Page 608, <i>et seq.</i> , Deed Records of Harris County, Texas

<u>SECTION</u>	<u>Recording Information for Original Reservations, Restrictions and Covenants</u>
Section Eleven-A (11-A)	Volume 3796, Page 536, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Eleven-B (11-B)	Volume 6309, Page 334, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Twelve (12)	Volume 3094, Page 612, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Thirteen (13)	Volume 3242, Page 428, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Fourteen (14)	Volume 3401, Page 424, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Fifteen (15)	Volume 3668, Page 638, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Sixteen (16)	Volume 3694, page 641, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Seventeen (17)	Volume 5676, Page 460, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Seventeen-A (17-A)	Volume 8125, Page 246, <i>et seq.</i> , Deed Records of Harris County, Texas
Section Eighteen (18)	Clerk's File No. D509324 of the Real Property Records of Harris County, Texas
Section Nineteen (19)	Clerk's File No. E837336 of the Real Property Records of Harris County, Texas