

058-90-0804

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AMENDMENT TO RESTRICTIONS
TANGLEWOOD, SECTION ONE

12/27/53 00022260 J292398 \$ 25.00

J292398

This instrument is an amendment and an adoption by reference (hereafter referred to as "Amendment") of certain instruments (referred to hereafter as "Instruments", listed and defined at I below, as items (1), (3) and (6)) imposing restrictions upon the subdivision, located in the City of Houston, County Harris, Texas, known as and referred to in the Instruments as TANGLEWOOD ADDITION, SECTION ONE (hereafter referred to as "Tanglewood I"), as follows:

I.

Definitions

- (1) "Map": The map of Tanglewood I, recorded at Volume 28, Page 15, Map Records of Harris County, Texas (one of the Instruments).
- (2) "Lot": One of the thirty-two (32) original lots shown on the Map.
- (3) "Declaration": Instrument, recorded at Volume 1882, Page 112 of the Deed Records of Harris County, Texas, executed by Tanglewood I Corporation as of November 1, 1948, one hundred percent (100%) owner of Tanglewood I at that date and the date of its recording, February 2, 1949, imposing restrictive covenants on Tanglewood I.
- (4) "Restrictions": Refers to those restrictive covenants imposed by the Map and Declaration, as well as the "Added Restrictions" (as defined in item (6) below).
- (5) "Lot Owner": A person or persons (in the aggregate) vested with complete title to any one of the Lots.
- (6) "Restrictive Deeds": Several Instruments, consisting of deeds filed subsequent to the Declaration, referring to specified Lots, containing provisions imposing maintenance charges and architectural control ("Added Restrictions") upon the Lots under a general plan or scheme pursuant to the Declaration. Any reference to Added Restrictions in this Amendment refers only

to those portions of those Instruments which concern maintenance charges and architectural control.

II.

Recitals

(1) Tanglewood I was originally platted, restricted and developed under a general plan or scheme of the Tanglewood Corporation, as its Developer. This was reflected in the Instruments, and the general plan or scheme was effected and imposed by Tanglewood Corporation (at that time a one hundred percent (100%) owner of Tanglewood I), through the Instruments.

(2) The Lot Owners (those as of this date) have reviewed and discussed the Restrictions, and especially the imminence of the end of the original term of their existence on January 1, 1984. There is a consensus that an end of the Restrictions is not desirable. It is true, however, that the Lot Owners desire, especially, to change paragraph (1), page 3, of the Declaration, dealing with extension of the Restrictions. Otherwise, generally, the Lot Owners desired this Amendment to adopt, (with minor exceptions), the terms of the Declaration which sought to impose the Restrictions on Tanglewood I, incorporating such terms by reference, as listed hereafter.

(3) The desired change in paragraph (1) of page 3 of the Declaration, would provide for automatic further extension of the Restrictions (as adopted by this Amendment) on Tanglewood I at three (3) year intervals, subject to termination or cancellation at the option of the majority of Lot Owners. The change would replace the original system: renewals at ten (10) year intervals by affirmative written determination of a majority of the Lot Owners of Tanglewood I, with the majority determined by a calculation of square foot ownership. Since the change requires one hundred percent (100%) agreement by Lot Owners, a majority of the Lot Owners have also expressed agreement that in the event one hundred percent (100%) agreement could not be secured, the provisions of paragraph (1) of page 3 of the Declaration should be exercised, renewing the Restrictions for a ten (10) year term

as provided in that paragraph, and preserving the original extension method.

(4) This Amendment is, therefore, designed to keep Tanglewood I subjected to substantially all of the Restrictions, as originally imposed, modifying the terms and method of their extensions if this can be achieved by 100% Lot Owner approval, and, if not, renewing and extending the Restrictions in the manner originally providing for extension and renewal for ten (10) years.

III.

Lot Information

This Amendment has signature lines for execution by Lot Owners, with information beneath and adjacent to these lines, likewise, organized by columns ("Lot Information"), in order to reflect the names of the Lot Owners, the identification (by Block/Lot and Street Address) of the Lot owned, its area, and the Source of Title to the Lot Owner. Execution at the signature line by each Lot Owner is intended to have the effect of giving the Lot Owner's approval to this Amendment, including representing the accuracy of the Lot Information referring to his or their Lot. Any failure to provide Lot Information or erroneous Lot identification will not negate or otherwise affect the Lot Owner's approval of the numbered paragraphs of this Amendment, such approval to be the effect of execution by the Lot Owner at the proper signature line, since the Lot Information is merely intended to provide supporting evidence to authenticate the Lot Owner as a proper signatory and constitutes merely a representation and recital by the executing Lot Owner only (as to his, her or their particular Lot).

IV.

Adoption of Declaration

The language in the Declaration which actually seeks to impose Restrictions on Tanglewood I begins at the second paragraph of section (7) on page 2 of the Declaration, continues through the end of that paragraph, on page 3 of the Declaration,

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and then takes up with a new section or paragraph (1), which begins on page 3, the first of a new series of paragraphs with parenthesized numbers ending with number (24) on page 6, which extends through page 7 down to the signature line executed by Tanglewood Corporation, per William G. Farrington, President. It is the purpose and intent of this Amendment to adopt, and this Amendment does hereby adopt, all of such paragraphs of the Declaration (as thus listed and identified in this IV) with the following exceptions:

- (a) Paragraph (1) on page 3 shall be deleted.
- (b) Paragraph (9) on page 4 shall be deleted.
- (c) All references to "Tanglewood Corporation" shall be deemed to and shall hereafter apply to the Tanglewood Homes Association, Inc., only. With respect to the minimum cost of improvements referred to in paragraphs (23) and (24) of the Declaration, the term "construction costs at a given date" used in paragraph (23) shall be deemed to refer to the costs for residential construction reflected in a reputable index which generally reflects changes in construction costs, selected by the Board of Directors of Tanglewood Homes Association, Inc., in the exercise of their discretion, to be utilized for such calculations and comparison.

Adoption of Restrictions is intended to impose and does hereby impose Restrictions on Tanglewood I for the time periods described at VII, below.

V.

Adoption of Restrictive Deeds

The Restrictive Deeds were executed by Tanglewood Corporation after the Declaration. An example of this is a Deed from Tanglewood Corporation to Lawndale Plaza Co., dated November 10, 1948, recorded at Volume 1882, Page 370, Deed Records of Harris County, Texas, which on page 2 thereof, at paragraphs (3) and (4) imposes Added Restrictions (architectural control and maintenance fund). These Restrictive Deeds were executed as a part of a

general plan or scheme, and all of the Added Restrictions are hereby adopted as a part of this Amendment.

VI.

Adoption of Map Restrictions

The Map contains certain Restrictions and all such Restrictions reflected on the Map, as recorded, shall be and are hereby adopted as a part hereof.

VII.

Extension Provisions, Amended

At paragraph (1) on page 3 of the Declaration, as well as at part of paragraph (4) of the Restrictive Deeds, there are provisions for extension of the Restrictions after January 1, 1984. This Amendment (at III, above) has declared such provisions deleted, and this Paragraph VII of this Amendment is designed to replace the deleted provisions by providing a different method of extension. The Restrictions, as adopted and added to by IV, V and VI of this Amendment ("Adopted Restrictions"), will become effective January 1, 1984, if this Amendment is approved by signatures of one hundred percent (100%) of the Lot Owners, acknowledged and recorded before that date. If so, they (as adopted) will again be automatically renewed on January 1, 1987, unless a majority of the Lot Owners, by written declaration ("New Declaration"), signed and acknowledged by them and recorded in the Deed Records of Harris County, Texas, terminate or modify the Restrictions hereby, as adopted, imposed on Tanglewood I.

Any New Declaration must be (to be effective to terminate or modify the Adopted Restrictions) executed by Lot Owners of a majority of the Lots and no notarial acknowledgement certifying a Lot Owner signature must bear an earlier date than six months prior to January 1, 1987, the end of the term. A New Declaration, to be effective, must be recorded before the end of the term. The Adopted Restrictions may be, likewise, cancelled at any time, by a written declaration ("Cancellation") executed, acknowledged and recorded in similar fashion to a New Declaration by a similar majority of the Lot Owners. Provided, that such a

Cancellation must reflect not more than six (6) months between the notarial acknowledgement of the earliest Lot Owner signature and the date of recording.

By a majority of Lot Owners is meant seventeen (17) approvals ("Votes") out of the total number of thirty-two (32) Lot Owners of Lots in Tanglewood I. In the event more than one (1) Lot comes under common ownership, the Lot Owner of such Lots shall have one (1) Vote (to terminate or cancel) for each Lot. This is in lieu of the previous method (used by the Declaration) of determining the majority ownership, calculating it by square foot.

Renewals of the Adopted Restrictions shall occur automatically in like fashion for indefinite successive three (3) year terms unless cancelled or terminated by the same method described above, following the same deadlines with respect to the ends of terms, and periods for cancellation. For the purpose of these Votes, minor adjustments of Lot boundaries shall not affect the Vote of the Lots involved, so long as the Lot constitutes a homesite.

VIII.

Renewal Under The Existing Restrictions

(a) In the event that (1) this Amendment should be recorded without the signatures of one hundred percent (100%) of the Lot Owners of the Lots in Tanglewood I; (2) recording occurs prior to January 1, 1984; and (3) there are signatures to this Amendment, as recorded, by the Lot Owners of a majority of the square foot area of the Lots in Tanglewood I (hereafter referred to as "Nonunanimous Majority"), then (in the event of this Nonunanimous Majority) this Amendment shall be deemed to be and have the effect of exercising the extension of Restrictions provided for in paragraph (1) of page 3 of the Restrictions (as well as the similar extension provisions in the Restrictive Deeds). Likewise, in the event of this Nonunanimous Majority, then IV, V, VI and VII, above, shall be void, without effect.

(b) In order to determine the effect of this Amendment, therefore, it will be necessary to review the signature lines to determine if one hundred percent (100%) of the Lot Owners have executed the Amendment. If so, the provisions of IV, V, VI and VII, above, shall become effective and subparagraph (a) of this paragraph VIII shall become void. On the other hand, if sufficient Lot Owners to make up the Nonunanimous Majority described in subparagraph (a) above (of this VIII) have signed below, then the Restrictions are hereby renewed for ten (10) years, as provided under paragraph (1) of page 3 of the Restrictions, and as provided in the similar provisions of the Restrictive Deeds.

EXECUTED as of the date of the last acknowledgement of the Lot Owner signatures hereto, in multiple originals, each of which may be recorded and will have the effect of an original to the extent of signatures thereon. All of such multiple originals, as recorded, shall be effective to determine Lot Owner approval of this Amendment, and the extent thereof.

<u>BLOCK/ LOT</u>	<u>STREET ADDRESS</u>	<u>LOT OWNER</u>	<u>SQ.FT./ LOT</u>	<u>SOURCE OF TITLE*</u>
1/1✓	(Deliver) 5001	<i>W.A. Griffin, III</i> Trustee William A. Griffin, III, Trust	28,198	FC 005-81-2249 RP; 1/19/82
	<i>W.A. Griffin, III</i> Trustee Helen G. Addison Trust			
1/2✓	5007	John W. Gilbert	23,400	FC 160-10-2039 RP; 3/10/77
		Mary Patricia H. Gilbert		

* (a) Recording reference (Harris County Clerk's Records) to conveyance instrument, by Volume/Page for Deed Records ("DR") and Film Code ("FC") for Real Property Records ("RP");
 (b) Date of conveyance instrument; and
 (c) Cause No. of Estate in Probate Records of Harris County ("PR"), where appropriate.