

**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 entireties 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 may consolidate the lots in their entireties 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 and the consolidation of two (2) lots which do not front the same street is 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 on a lot has commenced, construction must be diligently pursued to completion. For purposes hereof, the construction of a residential dwelling 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. Substantial completion of a residential dwelling 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 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 commencement of 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.

As used herein, the date on which the period to substantially complete construction of a residential dwelling on a lot 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 is not substantially completed by the Completion Date, the owner of the lot must pay to Tanglewood Homes Association, Inc. a monthly extension fee (“Extension Fee”) until the construction of the residential dwelling is substantially completed. Each Extension 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, Extension Fees will accrue late charges and interest; Tanglewood Homes Association, Inc. may pursue all available remedies for the collection of unpaid Extension Fees. Written notice of the commencement of the Extension 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 Extension Fee is \$2,000.00 per month. The full amount of a monthly Extension Fee is payable to Tanglewood Homes Association, Inc. regardless of the date in the month that the residential dwelling is substantially completed; in other words, a monthly Extension Fee will not be prorated as of the date that the construction of the residential dwelling is substantially completed. Extension 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 an Extension 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, and such failure

continues after not less than ten (10) days written notice from 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 agrees by the purchase of such lot to pay such charge, plus fifty percent (50%) 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:

The Board of Directors of Tanglewood Homes Association, Inc. may establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing information in connection with the sale of a lot in Tanglewood and changing the ownership records of Tanglewood Homes Association, Inc. ("Administrative Fee"). An Administrative Fee must be paid to Tanglewood Homes Association, Inc. upon each transfer of title to a lot. The Administrative Fee must be paid by the purchaser of the lot, unless otherwise agreed by the seller and purchaser of the lot. Tanglewood Homes Association, Inc. also has the authority to establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing a Resale Certificate in connection with the sale of a lot. The fee for a Resale Certificate is in addition to, not in lieu of, the Administrative Fee.

7. 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 to in writing 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 to in writing 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 to in writing 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 agrees by the purchase of such lot to pay such charge, plus fifty percent (50%) 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.

8. The Amendments added to the following paragraphs to the Restrictions:

(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 paragraph (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.

The foregoing paragraphs in the Restrictions are amended 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"), may 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. has 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 paragraph (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.

In addition, 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 lines, 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.

9. The Amendments added to the following paragraphs to the Restrictions:

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 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.

The foregoing paragraphs in the Restrictions are amended to read as follows:

Prior to erecting a new fence or wall on a lot or replacing an existing fence or wall on a lot, the owner of the lot must submit to Tanglewood Homes Association, Inc. a request for approval of the proposed fence or wall with information regarding the location of the fence or wall, the height of the fence or wall, the type, color and grade of the materials to be used in the construction of the fence or wall, and the design of the fence or wall. The Deed Restriction Committee of Tanglewood Homes Association, Inc. has the authority to disapprove the proposed fence or wall if it does not comply with applicable setbacks, height restrictions or any other provisions in this paragraph and applicable restrictions relating to fences and walls, or if the Deed Restriction Committee reasonably determines that the proposed fence or wall is not compatible with the overall design of homes and related improvements in the subdivision. No fence or wall may be constructed with materials not traditionally used for fences and walls on lots in the subdivision. Fence and wall materials are generally limited to wood, iron and brick or 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. A request for approval of a proposed new fence or wall or the replacement of an existing fence or wall which otherwise complies with restrictions applicable to fences and walls but is not of the same wood,

iron, brick or masonry materials as the fence or wall being replaced will 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 or wall to be constructed out of wood, iron or brick or a similar masonry material to replace a fence or wall using substantially the same type and color of material and in the same location as the fence or wall to be replaced will 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 will operate to permit an owner to erect a fence or wall on a lot that violates any of the express provisions of this paragraph or a setback line applicable to the lot. Each fence or wall 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 or wall 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 and walls on vacant or unimproved lots, lots on which construction is to take place, and lots adjacent to Tanglewood Boulevard for aesthetic purposes.

Notwithstanding the foregoing provisions, 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 _____, 2017.

TANGLEWOOD HOMES ASSOCIATION, INC.

By: _____

Printed: _____

Its: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this ___ day of _____, 2017 personally appeared _____, 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 s/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