

T320465

521-62-1774

*Amended*

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF THORNWOOD, SECTION IV

STATE OF TEXAS § 10/12/98 300232983 T320465 \$40.50  
§ KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS §

WHEREAS, Mac-Carey Properties, Inc., a Texas corporation, as Declarant and Owner (hereinafter referred to as "Declarant"), caused certain property in Harris County, Texas, to be subdivided for residential purposes, which property is more particularly described as:

Thornwood, Section IV, a subdivision in Harris County, Texas, according to the Map or Plat thereof, recorded in Volume 164, Page 84, of the Map Records of Harris County, Texas, and replatted in Volume 166, Page 1 of the Map Records of Harris County, Texas;

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WHEREAS, the Declarant placed certain reservations, covenants, obligations, assessments, liens, conditions, and restrictions against Thornwood, Section IV subdivision, as contained in that certain Declaration of Covenants, Conditions and Restrictions covering Thornwood, Section IV subdivision, which instrument was executed on the 30th day of October, 1969, and filed of record in Volume 7834, Page 312, in the Real Property Records of Harris County, Texas (the "Restrictive Covenants");

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WHEREAS, the Restrictive Covenants were amended by that certain Declaration of Restrictions and Covenants Governing Property and Lots in Thornwood, Section IV, which instrument was filed of record under File No. J710721, in the Real Property Records of Harris County, Texas, on September 26, 1984 (the "Amended Restrictive Covenants");

WHEREAS, it is the express intent of the undersigned to have the original Restrictive Covenants, the Amended Restrictive Covenants, this Amendment and any future amendments thereto, construed as if such Restrictive Covenants and amendments were one instrument, and if the pertinent provisions of any single instrument have been modified or superseded by an amendment which is subsequent in time, which amendment deals with the same subject matter contained in any prior instrument such subsequent amendment shall control;

WHEREAS, Article 8.03 of the Amended Restrictive Covenants for Thornwood, Section IV, provides that the Restrictive Covenants may be amended by an instrument signed by the Owners of a majority of the Lots in Thornwood, Section IV, and having said instrument duly recorded in the Harris County Real Property Records;

WHEREAS, the undersigned, being the Owners of a majority of the Lots in Thornwood, Section IV, desire to amend the Amended Restrictive Covenants, and by these presents, do amend the Amended Restrictive Covenants in accordance with the provisions of Article 8.03

*RS*  
*MacCainley Stefford*  
*2727 Allen Parkway #900*  
*Houston TX 77019*

thereof, respectively, and to further the common scheme and uniform plan established by the Declarant for the present and future Owners of Lots in Thornwood. Section IV.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, the Amended Restrictive Covenants are hereby amended as follows:

Article Seven of the Amended Restrictive Covenants for Thornwood, Section IV, is hereby amended to read as follows:

"7.01. Each Lot in Thornwood, Section IV, is hereby subjected to and charged with an annual maintenance assessment, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Thornwood Fund, Inc.: (1) annual assessments, and (2) special assessments for general expenditures and capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late fees and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon such property against which each such assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

"7.02. The assessments levied by the Thornwood Fund, Inc., shall be used exclusively to promote the recreation, health, safety and welfare of the residents in Thornwood, and for the improvement and maintenance of common areas, if any. The powers of the Thornwood Fund, Inc. shall include, by way of example but without limitation, at its sole discretion, any and all of the following: maintaining streets, sidewalks, parkways, repair of the walkways, steps, entry gates, or fountain areas, if any; maintaining rights-of-way, easements, esplanades and public areas, if any; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions, and conditions affecting Thornwood, to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance assessment; employing policemen, watchmen and firemen if desired; caring for vacant Lots, fogging for insect control, landscaping, for back door garbage and rubbish pickup; and doing any other thing necessary or desirable in the opinion of the Thornwood Fund, Inc. to keep the properties in the subdivision neat and in good order, or which is considered of general benefit to the Owners or occupants of Thornwood. The use of maintenance assessment funds is permissive and not

mandatory and the decisions of the Thornwood Fund, Inc. in the expenditure of said funds shall be final and conclusive so long as made in good faith.

"7.03. The annual and special assessments shall be fixed at a uniform rate for each Lot as hereinbelow set forth. The annual maintenance assessment pursuant to Section 7.01 of these Restrictions, shall begin to accrue on each and every Lot on the date these Covenants, Conditions and Restrictions are recorded. All maintenance assessments on all Lots will be assessed and collected annually, in advance, and shall be due and payable on January 1 of the calendar year for which such maintenance charges are assessed (the "Assessment Year"). The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Trustees of the Thornwood Fund, Inc., as the needs of the subdivision may require, in the judgment of the Board of Trustees of the Thornwood Fund, Inc. Such annual assessment shall be uniform as to each Lot and in no event will such assessment exceed \$495.00 per Lot per year (the "Maximum Annual Assessment"), unless the Maximum Annual Assessment is increased as provided in these Restrictions. The Thornwood Fund, Inc. may collect special assessments in addition to annual assessments whenever the members so vote as provided for herein.

"7.04. The annual assessment may be increased to meet the budgetary needs of the Thornwood Fund, Inc. during any Assessment Year only as follows: (i) the Board of Trustees is hereby empowered to increase the annual assessment of \$355 by not more than five percent (5%) each Assessment Year, which increase shall be accumulative and effective for the Assessment Year for which such increase is enacted and each Assessment Year thereafter; (ii) any increase which exceeds the Maximum Annual Assessment must be approved by a majority of the members of the Thornwood Fund, Inc. who are present and voting, in person or by proxy, at a regular or special meeting duly called for this purpose, one vote per Lot. Such increase in the amount of the Maximum Annual Assessment shall be effective only for the Assessment Year for which such increase is approved. The Board of Trustees may fix the annual assessment as provided for herein, at an amount not to exceed the Maximum Annual Assessment allowed by this Article, and shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of such annual assessment, together with a copy of the budget proposed by the Board of Trustees for the relevant Assessment Year, shall be sent to every Owner subject thereto. The dates for such notices shall be established by the Board of Trustees but in no event shall such dates be less than thirty (30) days in advance of the due date.

"7.05. In addition to the annual assessment authorized above, the Thornwood Fund, Inc. may levy, in any Assessment Year, a special assessment applicable to that Assessment Year only for the purpose of defraying, in whole or in part, the

cost of any construction, reconstruction, repair or replacement of a capital improvement upon any common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a regular or special meeting duly called for this purpose, one vote per Lot. Such special assessment shall be due, owing and payable not later than thirty (30) days after the date upon which such special assessment is approved in accordance with the provisions of this Section.

"7.06. Any annual or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. A late charge in an amount to be determined by the Board of Trustees of the Thornwood Fund, Inc. shall be assessed on all delinquent regular and special assessments. The Thornwood Fund, Inc. may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property either judicially or non-judicially. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the facilities or services provided by the Thornwood Fund, Inc. or by abandonment of his Lot or for any other reason. The Thornwood Fund, Inc. shall have the discretionary right to withhold services to any Lot for failure to pay any annual or special assessment. These annual maintenance assessments shall continue as long as these Restrictions and any amendments hereto are in effect.

"7.07. To secure the payment of the maintenance assessments and all special assessments established hereby and to be levied on the Lots, there is hereby created against each Lot, and further reserved in each deed for each Lot in Thornwood, Section IV, (whether specifically stated therein or not) a Vendor's Lien for the benefit of the Thornwood Fund, Inc. said lien to be enforceable by such beneficiary through appropriate proceedings at law or by any means allowable by law; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future given, granted and created by or at the instance and request of the Owner of any such Lot to secure the payment of monies advanced on account of the purchase price and/or the construction of improvements on any such Lot to the extent of any such maintenance fund assessment or annual or special assessments accrued and unpaid prior to foreclosure of any such purchase money lien or construction lien. Further, as a condition precedent to any proceeding by the Thornwood Fund, Inc. to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Thornwood Fund, Inc. shall give the holder of such first mortgage lien thirty (30) days written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. Mail, and shall contain a statement of the delinquent maintenance assessments or annual or special assessments upon which the proposed action is based. Failure to give

We the undersigned members of Thornwood, Section IV, hereby acknowledge and approve the Amendments to the Thornwood Deed restrictions as proposed and passed by membership vote on December 7, 1997 at the Thornwood Annual Meeting.

- 6052
- 4,1,24 ALDRED, VAL & LINDA, 835 THORNVINE *Linda M. Aldred RA*
  - 4,2,25 ASKEW, H. C., 807 THORNERANCH *Hugh C. Askew JJB*
  - 4,1,16 BARRY, RAYMOND, 802 SOBODA CT.
  - 4,3,7 BARTON, HIGH B., 826 THORNBRANCH
  - 4,1,9 BOWERS, G., 830 SOBODA CT. *Susan Bowers JJB*
  - 4,4,11 BOYDEN, DAVID M., 14822 LAQUINTA *Mr. D. Boyden JJB*
  - 4,4,2 BRACKLEY, ~~WILLIAM~~ <sup>Juanita J</sup> E., 14914 LAQUINTA *Juanita J. Brackley JJB*
  - 4,2,2 BRADSHAW, J. W., 14919 LACOSTA
  - 4,3,2 CLUB, 806 THORNBRANCH N/A
  - 4,3,1 CLUB, 802 THORNBRANCH N/A
  - 4,1,12 COLE, CAROLYN H., 832 SOBODA CT. *Carolyn Cole JJB*
  - 4,2,7 COLONNA, G., 802 THORNVINE
  - 4,3,8 CRAIG, J. L., 830 THORNBRANCH *Joan C. Craig JJB*
  - 4,2,9 CURRIE, ROBERT, 810 THORNVINE *Leesta Currie JJB*
  - 4,4,8 DALRYMPLE, G. M., 14834 LAQUINTA *George M. Dalrymple JJB*
  - 4,2,1 DICKINSON, G., 14923 LACOSTA *Grace J. Dickinson JJB*
  - 4,1,18 DINORSCIA, JOSEPH J., 811 THORNVINE *Joseph J. Dinorscia RA*
  - 4,4,1 DOTY, W. I., 14918 LAQUINTA *W. I. Doty JJB*
  - 4,1,11 DOUGLAS, ROBERT J., 822 SOBODA CT. *Robert Douglas JJB*
  - 4,2,6 ECHEVERRIA, ALFREDO, 14903 LACOSTA
  - 4,4,4 FINNELL, G. E., 14906 LAQUINTA *George E. Finnell JJB*
  - 4,1,5 FLORA, ALFRED R., 819 SOBODA CT.
  - 4,2,4 FRIBERG, JAMES F., 14911 LACOSTA
  - 4,1,1 GADDIS, LLOYD, 803 SOBODA CT
  - 4,2,8 GATZUTIS, K. J., 806 THORNVINE *K. J. Gatzutis JJB*
  - 4,2,15 GERHARDT, JAMES E., 834 THORNVINE *Jodymy Gerhardt RA*
  - 4,3,11 GRAHAM, HENRY W., 14835 LAQUINTA *Phyllis Okaham JJB*
  - 4,1,13 GREGG, DENNIS E., 814 SOBODA CT. *Joyce Gregg JJB*
  - 4,1,20 GRIMSBY, F. N., 819 THORNVINE *Constance V. Grimsby JJB*
  - 4,2,22 HAHN, R. H., 819 THORNBRANCH
  - 4,3,13 ~~HATH, HAT~~ 14827 LAQUINTA *WLOD L.B. Marian Wlod JJB*

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- 4,2,12 HAMILTON, JAMES B., 822 THORNVINE *James B. Hamilton* *99B*
- 4,1,10 HARPER, WILLIAM R., 826 SOBODA CT. *Mrs. William R. Harper* *99B*
- 4,2,14 HART, JAMES, 830 THORNVINE *James F. Hart* *99B*
- 4,4,10 HEILMAN, WILLIAM J., 14826 LAQUINTA *Charlotte M. Heilman* *99B*
- 4,2,24 HENDERSON, LEE J., 811 THORNBRANCH *Lee Henderson* *99B*
- 4,4,6 HO, RONG-TAI, 14842 LAQUINTA
- 4,1,7 HOLLAND, OSCAR M., 827 SOBODA CT.
- 4,2,17 HYDE, ~~R. B.~~ <sup>DOROTHY W.</sup>, 14903 LAQUINTA *Dorothy W. Hyde* *99B*
- 4,2,3 JONES, ANDREW E. III, 14915 LACOSTA *Andrew E. Jones III* *99B*
- 4,1,6 JOSEPH, D. A., 823 SOBODA CT.
- 4,3,3 KENT, THOMAS H., 810 THORNBRANCH *Thomas H. Kent* *99B*
- 4,1,2 KIEL, O. G., 807 SOBODA CT. *Jimmy O. Kiel* *99B*
- 4,1,3 KIMMITT, GERARD J., 811 SOBODA CT. *Gerard J. Kimmitt* *99B*
- 4,1,22 LAMASTER, COLEMAN A., 827 THORNVINE *Jane Lamaster* *99B*
- 4,4,7 LANGLOIS, MARSHA B., 14838-LAQUINTA *Marsha B. Langlois* *99B*
- 4,3,5 LEE, D. E., 818 THORNBRANCH *D. Lee* *99B*
- 4,2,16 LOVELL, JOHN W., 838 THORNVINE *John W. Lovell* *99B*
- 4,1,15 MANGO, F. D., 806 SOBODA CT. *F. D. Mango* *99B*
- 4,4,3 MARLOWE, RUTH, 14910 LAQUINTA *Ruth Marlowe* *99B*
- 4,1,14 MARPLE, S., 810 SOBODA CT. *Sally Marple* *99B*
- 4,1,4 MCCARTNEY, ALAN L., 315 SOBODA CT. *Alan McCartney* *99B*
- 4,2,11 MENTZER, CLIFTON, 818 THORNVINE *Mary Lou Mentzer* *99B*
- 4,3,6 OWEN, DAN & REBECCA, 822 THORNBRANCH
- 4,1,17 PAVLICH, BETTY F., 807 THORNVINE *Betty F. Pavlich* *99B*
- 4,2,10 PETRUZZI, DANIEL J., 814 THORNVINE *Daniel J. Petruzzi* *99B*
- 4,3,10 PIERCE, A. C., 14839 LAQUINTA *A. C. Pierce* *99B*
- 4,4,5 POST, E., 14902 LAQUINTA
- 4,3,9 RICHARDS, D., 834 THORNBRANCH *David J. Richards* *99B*
- 4,2,5 RIX, CECIL C., 14907 LACOSTA
- 4,1,8 RUSH, PATRICK F., 831 SOBODA CT. *Patrick F. Rush* *99B*
- 4,1,23 SADYKHOV, MUSLIN, 831 THORNVINE *d. Sheytman* *99B*
- 4,3,4 SAGER, H. C., 814 THORNBRANCH *Cesrey Sager* *99B*
- 4,2,13 SCHIEFELBEIN, ROBLIN, 826 THORNVINE *Roblin Schiefelbein* *99B*

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- 4,3,12 SCHNELDER, JOHN W., 14831 LAQUINTA *Conrad P. Schneider* *JS*
- 4,1,19 SHANKLE, L. A., 815 THORNVINE *F. A. Shankle* *JSB*
- 4,2,18 SODERSTROM, E. H., 835 THORNBRANCH
- 4,1,21 STOKER, GERALD, 823 THORNVINE *Gerald Stoker* *JSB*
- 4,2,21 THARP, JACK H., 823 THORNBRANCH *Lonnie H. Sharp* *JSB*
- 4,2,19 ULMER, E. J., 831 THORNBRANCH *E. J. Ulmer* *JSB*
- 4,2,20 VAUGHAN, GEORGE B., 827 THORNBRANCH *George B. Vaughan* *JSB*
- 4,2,23 VORIPAIEFF, RICHARD, 815 THORNBRANCH *Richard Voripaieff* *JSB*
- 4,1,25 WELCH, NEAL W., 839 THORNVINE *Neal W. Welch* *JSB*
- 4,3,14 WILLIAMS, LOIS L., 14823 LAQUINTA *Lois Williams* *JSB*
- 4,4,9 WILSON, EUGENE C., 14830 LAQUINTA *Eugene C. Wilson* *JSB*
- 4,2,26 WOMACK, SUZANNE, 803 THORNBRANCH

521-62-1783

WITNESS: Juanita J. Brackley  
Juanita J. Brackley

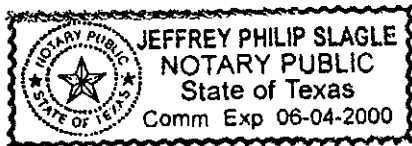
The State of Texas

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County of Harris

Before me, the undersigned Notary, on this day personally appeared **Juanita J. Brackley**, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after duly sworn by me stated on oath that ~~he~~ she saw the persons who executed the foregoing instrument, subscribe the same for the purposes and consideration therein expressed, and that ~~he~~ she had signed the same as a witness at the request of the persons who executed the same.

Given under my hand and seal of office this 28 day of September, 1998.



[Signature]  
Notary Public, State of Texas

My Commission Expires: 06/04/00

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS } COUNTY OF HARRIS } I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

OCT 12 1998



Beverly B. Ferguson  
COUNTY CLERK  
HARRIS COUNTY TEXAS

FILED  
98 OCT 12 PM 4:15  
Beverly B. Ferguson  
COUNTY CLERK  
HARRIS COUNTY TEXAS

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.