

T320468

521-62-1805

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

10/12/98 300232986 T320468

\$68.75

STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

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 One, a subdivision in Harris County, Texas, according to the Map or Plat thereof, recorded in Volume 143, Page 51, of the Map Records of Harris County, Texas;

WHEREAS, the Declarant placed certain reservations, covenants, obligations, assessments, liens, conditions, and restrictions against Thornwood, Section One subdivision, as contained in that certain Declaration of Covenants, Conditions and Restrictions covering Thornwood, Section One subdivision, which instrument was executed on the 10th day of January, 1967, and filed of record in Volume 6672, Page 237, in the Real Property Records of Harris County, Texas (the "Restrictive Covenants");

WHEREAS, Article 15 of the Restrictive Covenants for Thornwood, Section One, provides that the Restrictive Covenants may be altered, rescinded or modified by an instrument signed by a majority of the Owners of Lots in Thornwood, Section One, and having said instrument duly recorded in the Harris County Real Property Records;

WHEREAS, the Restrictive Covenants were amended by that certain Declaration of Restrictions and Covenants Governing Property and Lots in Thornwood, Section One, which instrument was filed of record under File No. J710720, 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 hereby ratify, approve and adopt the Amended Restrictive Covenants and to restate the Amended Restrictive Covenants, in their entirety as if the Amended Restrictive Covenants were set forth verbatim herein, which Amended Restrictive Covenants are incorporated herein in their entirety by reference thereto.

WHEREAS, it is the further express intent of the undersigned to have the Amended Restrictive Covenants relate back in time to the recordation date of such instrument, being September 26, 1984, so that the Amended Restrictive Covenants are hereby deemed to have been in full force and effect as of September 26, 1984 through and including the effective date of this Amendment;

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William C. Carey Sr.
2727 Alder Pkwy
Houston, TX 770.

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c

Amended

WHEREAS, it is the further 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 One, provides that the Restrictive Covenants may be amended by an instrument signed by the Owners of a majority of the Lots in Thornwood, Section One, 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 One, desire to amend the Restrictive Covenants and the Amended Restrictive Covenants, and by these presents, do amend the Restrictive Covenants and the Amended Restrictive Covenants in accordance with the provisions of Articles 15 and 8.03 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 One.

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

The Restrictive Covenants are hereby amended by adding the following new provision to page 4 thereof:

"20. The Amended Restrictive Covenants for Thornwood, Section One, filed of record under File No. J710720, in the Real Property Records of Harris County, Texas on September 26, 1984, (the "Amended Restrictive Covenants") are hereby ratified, approved and adopted in their entirety, and restated herein as if said instrument were set forth verbatim herein; said instrument being incorporated herein in its entirety by reference thereto for the purpose of amending, superseding and replacing the Restrictive Covenants for Thornwood, Section One, which instrument was filed of record in Volume 6672, Page 237, of the Real Property Records of Harris County, Texas (the "Restrictive Covenants"). Further, the Amended Restrictive Covenants are hereby deemed to relate back in time to the recordation date of said instrument, being September 26, 1984, so that the Amended Restrictive Covenants are hereby deemed to have been in full force and effect as of September 26, 1984, through and including the effective date of this Article 20."

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

"7.01. Each Lot in Thornwood, Section One, 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 One, (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 such notice shall not invalidate any foreclosure sale held to enforce any maintenance lien. Upon the request of any such first mortgage lienholder, the Thornwood Fund, Inc. shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular Lot covered by such mortgage lien to the holder thereof. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding connected therewith shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon."

Article Four

Article Four of the Amended Restrictive Covenants for Thornwood Section One is hereby amended to read as follows:

"4.01 The Owner of any Lot upon which there presently exists a gas light shall maintain said gas light in good and safe working order and keep said gas light in continuous operation for the purpose of illumination of the subdivision. In the event an Owner of any Lot shall fail to maintain the premises, any existing gas light or the improvements situated thereon in a neat, working, orderly and sanitary manner, the Thornwood Fund, Inc. shall have the right, through its agents and employees, to enter upon said Lot without liability in trespass or otherwise, and to repair, maintain, and restore the Lot and exterior of the building, any gas light and any other improvements erected thereon, all at the expense of Owner. Owner shall pay any invoice for such charges submitted by the Thornwood Fund, Inc. not later than thirty (30) days after the receipt thereof. To secure the payment of such charges in the event of non-payment by the Owner, a vendor's lien is herein and hereby retained against the Lots in favor of the Thornwood Fund, Inc. but such lien shall be inferior to any purchase money lien or mortgage. Such vendor's lien shall be applicable and effective whether mentioned specifically in each deed or conveyance of a Lot. Without limiting the foregoing, the amount of such unpaid charges may, at the option of the Thornwood Fund, Inc., be added to the annual assessment described in Article Seven of these Restrictions, and shall become a charge against such Lot in the same manner as the regular annual assessment. Further, the Thornwood Fund shall have all of the rights and remedies provided in Article Seven hereof to enforce payment of such charges, including, without limitation, the right to assert a lien against any such Lot and foreclose upon such lien either judicially or non-judicially."

Article Five, Section 5.01, of the Amended Restrictive Covenants for Thornwood Section One is hereby amended to read as follows:

"5.01. All Lots shall be used and occupied for single family residential purposes only. All dwellings situated upon the Lots shall be occupied at all times, and used in a manner consistent with these Restrictions; provided, however, a dwelling upon a Lot may remain vacant for a reasonable period of time while a bona fide effort is being made by the Owner thereof to sell any such Lot."

Article Five, Section 5.12, of the Amended Restrictive Covenants for Thornwood Section One is hereby amended to read as follows:

"5.12. No Lot shall be used or maintained as a dumping ground for rubbish or trash and no materials, items or things shall be stored or kept upon any Lot. No

521-62-1811

garbage, waste or other discarded matter shall be kept except in closed, sanitary containers. Recycling bins for recyclable items and materials shall be permitted to be placed at the curb in front of any Lot for regular pick up of such items and materials if all of the following conditions are met: (1) the private or governmental entity providing the recycling service requires the recycling bins to be placed at the front curb; (2) the recyclable materials are kept in clean, well-maintained and closed containers or bins to be used for such purposes; (3) such recycling bins or containers shall not be placed at the front curb any earlier than 6:00 o'clock p.m. of the day before a regularly scheduled pickup of such recyclable materials; and, (4) all of such recycling bins shall be removed from the front of all Lots no later than 7:00 o'clock p.m. on the day of a regularly scheduled pickup of such recyclable materials."

The Amended Restrictive Covenants are hereby further amended by adding the following new provision:

"ARTICLE TEN

"No Common Area, as reflected on the subdivision plat recorded in the Harris County Map Records, may be sold, conveyed or otherwise disposed of without the assent of the two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a regular or special meeting of members, one vote per Lot. Such Common Area shall include, but shall not be limited to, areas used as parks, other greenbelt areas, and esplanades, if any. Any purported sale or conveyance of any such Common Area shall be void unless approved in accordance with this Article Ten."

Except for the Amendments herein expressly set forth, all of the other terms, conditions, reservations, restrictions, covenants, obligations, assessments, liens and provisions of the Restrictive Covenants and any amendments thereto shall remain and continue in full force and effect.

The terms and provisions of this Amendment shall apply to, be binding upon and inure to the benefit of the present and future Lot Owners in Thornwood, Section One, the Thornwood Fund, Inc., and their respective successors and assigns.

These Amendments are executed by the undersigned, constituting a majority of the Owners of Lots in Thornwood, Section One. These Amendments shall not be effective and shall not be filed for record in the Real Property Records of Harris County, Texas unless similar documents containing amendments identical to those contained herein are executed by a majority of the Owners of Lots in Thornwood, Section II, Thornwood, Section III, and Thornwood, Section IV, and unless said documents are also filed for record in the Real Property Records of Harris County, Texas.

521-62-1818

WITNESS: *Russell Goldsmith*
Russell Goldsmith

The State of Texas §
County of Harris §

Before me, the undersigned Notary, on this day personally appeared **Russell Goldsmith**, 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 8th day of July, 1998.

Tina Gandy
Notary Public, State of Texas

My Commission Expires: 2/26/2000



98 OCT 12 PM 4:15
CLERK
STATE OF TEXAS

521-62-1819

WITNESS: Trisha Fletcher
Trisha Fletcher

The State of Texas

§

County of Harris

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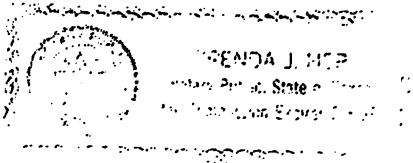
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Before me, the undersigned Notary, on this day personally appeared Trisha Fletcher, known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after duly sworn by me stated on oath that ~~she~~ she saw the persons who executed the foregoing instrument, subscribe the same for the purposes and consideration therein expressed, and that ~~she~~ 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 3 day of July, 1998.

Brenda J. Her
Notary Public, State of Texas

My Commission Expires: 3-6-99



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. Kaufman
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.

We the undersigned members of Thornwood, Section I, 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.

131 or

- 1,5,19 AEBAS, M. ALI, 14923 WOODTHORPE. *Rasad Abbas RA*
- 1,3,50 ALLEN, R. I., 803 THICKET
- 1,4,6 SANKER, JAN G., 14918 KIMBERLEY *Jan Sanker RA*
- 1,3,70 BARTLEY, RICHARD, 819 PINESAP
- 1,5,24 BEARD, BEN, 14902 WOODTHORPE
- 1,5,18 BEYER, WALTER L., 14927 WOODTHORPE *Walter L Beyer RB*
- 1,3,2 BIRD, RICHARD L., 807 GREENPARK *Jim Bird RB*
- 1,3,17 BOHANNAN, RONALD D., 806 GREENPARK *Will Bohannan RB*
- 1,3,71 BOUCHARD, A., 823 PINESAP *Betty Boucharde RB*
- 1,3,60 BOYLSTON, C. L., 803 PINESAP *Clara Boylston RA*
- 1,6,1 BRYANT, JAMES M., 14923 PERTSHIRE
- 1,5,22 BUBBIN, OLIVIA, 14911 WOODTHORPE *Olivia Bubbin RB*
- 1,5,20 BURTON, J. M., 14906 PERTSHIRE
- 1,3,5 CAMPBELL, JUDITH, 819 GREENPARK *Julie C. Campbell or*
- 1,2,5 CARTWRIGHT, GNS, 14819 KIMBERLEY
- 1,3,13 CASARSA, JOSE RENE, 822 GREENPARK *Jose Casarsa RB*
- 1,3,16 CERNY, DR. WILLIAM, 811 THORNWICK
- 1,5,13 CHERAYER, C. S., 14911 WOODTHORPE *Munia S. Cherayer RB*
- 1,3,33 CHIOU, SHING KUANG, 801 GREENBELT *Shing Chiu RA*
- 1,1,9 CHRIST, JANICE M., 14906 KIMBERLEY *Janice Christ RA*
- 1,3,1 COCHRAN, TIM J., 14935 KIMBERLEY *Tim Cochran RB*
- 1,3,92 COGBURN, B. R., 822 OLNEY DAL *Bernie Coghurn RB*
- 1,3,75 COLLIER, R. T., 814 PINESAP *Robert Collier RA*
- 1,3,27 COSELLI, J., 823 OLNEY GAK *Magjorie Coselli RB*
- 1,5,14 CRESWELL, D. L., 14918 WOODTHORPE *Muriel K. Creswell RB*
- 1,3,46 CROCKER, C. A., 818 THORNWICK *Mary Ann Crocker RA*
- 1,3,22 DAMASHEK, GLEN, 819 GREENBELT *Maryanne Damashak RB*
- 1,4,4 DAN, NORIO, 14926 KIMBERLEY *Norio Dan RB*
- 1,1,1 DeLUCA, WILLIAM L., 14735 KIMBERLEY *W L DeLuca RB*
- 1,5,2 DUBOWY, B. S., 14931 KIMBERLEY
- 1,3,15 DUCHEN, DAVID, 814 GREENPARK *Laura Duchon RB*
- 1,3,9 EARDLEY, WARREN, 835 GREENPARK

We the undersigned members of Thornwood, Section I, 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.

- 1,3,96 EBERLY, WAYNE & JULI, 806 OLNEY OAK *Wayne Eberly* 99B
- 1,3,36 EINHORN, KENNETH M., 811 THORNWICK *Ken Einhorn* RA
- 1,3,11 ENDOM, E., 830 GREENPARK
- 1,7,5 EVANS, SAM L., 782 THORNBRANCH *Mr. Sam L. Evans* 99B
- 1,3,8 FACKENTHALL, BYRON, 831 GREENPARK
- 1,3,21 FARNSWORTH, B. A., 815 GREENBELT *Paul Farnsworth* RA
- 1,5,12 ~~EINE, T-K.~~ COLLINS, John & Sherry 14910 WOODTHORPE *Sherry Collins* 99B 99B
- 1,3,1 FLETCHER, PATRICIA, 803 GREENPARK *Patricia Fletcher* RA
- 1,3,16 FORSTER, JOHN W., 810 GREENPARK *John W. Forster* RA
- 1,7,7 FRITZ, GAYLE M., 774 THORNBRANCH *Gayle M. Fritz* RA
- 1,5,28 GARCIA, E., 14902 PERTHSHIRE *Dena Garcia* 99B
- 1,2,2 GAW, ROBERT & MARY, 14831 KIMBERLEY
- 1,3,41 GERYCH, ZDENEK, 831 THORNWICK *Yvonne Gerych* RA
- 1,2,1 GIANI, AJIT M., 14835 KIMBERLEY *Matha Giani* 99B
- 1,3,23 GILLIAN, WILLIAM R., 323 GREENBELT *William R. Gillian* 99B
- 1,3,73 GLASGOW, L. E., 831 PINESAP *L. E. Glasgow* 99B
- 1,3,31 GOLDSMITH, R. T., 810 GREENBELT *R. T. Goldsmith* RA
- 1,4,5 GOSVICO, AMELIA C., 14922 KIMBERLEY
- 1,3,74 GRIMMER, ROBERT, 830 PINESAP *Robert Grimmer* RA
- 1,5,5 GROVE, O., 14919 KIMBERLEY *O. Grove* 99B
- 1,2,79 GROVER, ROBERT L., 810 PINESAP *Robert Grover* RA
- 1,3,12 HAJOVSKY, RICMARIE, 326 GREENPARK
- 1,1,1 HAN, SOMMY L., 14723 KIMBERLEY *Sommy L. Han* 99B
- 1,4,10 HAVENS, Y. R., 14902 KIMBERLEY *Y. R. Havens* 99B
- 1,6,8 HEBERT, JEAN, 14835 PERTHSHIRE
- 1,3,83 HEFLEY, MARY A., 807 OLNEY OAK *Mary Hefley* RA
- 1,7,1 HEINE, DARRELL, 738 THORNBRANCH
- 1,3,59 HILLEGEIST, BOBBY, 826 THICKET
- 1,3,20 HITCHENS, R. E., 811 GREENBELT *Rita Hitchens* 99B
- 1,4,3 HODGES, J.M., 14930 KIMBERLEY *J.M. Hodges* 99B
- 1,3,67 HOFFMAN, F. J. JR., 807 PINESAP *F. J. Hoffman* RA
- 1,3,52 HOLLINS, J. A., 811 THICKET
- 1,5,30 HUFFMAN, MICHAEL, 14910 PERTHSHIRE *Michael Huffman* 99B

We the undersigned members of Thornwood, Section I, 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.

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|--------|-----------------------------------------------------|--------------------------------|-----|
| 1,3,56 | JACOES, WILLIAM A., 827 THICKET | <i>William A. Jacobs</i> | JJB |
| 1,3,94 | JAMES, D. W., 814 OLNEY OAK | <i>D. W. James</i> | RA |
| 1,4,8 | JENSEN, E. F., 14910 KIMBERLEY | <i>E. F. Jensen</i> | JF |
| 1,3,90 | JOHN BRIGGS HOMES IN, 828 OLNEY OAK | | |
| 1,3,25 | JOHNSON, RICHARD L., 831 GREENBELT | <i>Richard L. Johnson</i> | JJB |
| 1,5,11 | JOHNSON, ROBERT A., 14906 WOODTHORPE | <i>Robert Johnson</i> | RA |
| 1,3,42 | KAISER, BRUCE & JEAN, 830 THORNWICK | <i>Bruce & Jean Kaiser</i> | RA |
| 1,3,54 | KEITH, KEVIN L., 819 THICKET | <i>Kevin L. Keith</i> | JJB |
| 1,7,2 | KLASSEN, THOMAS E., 794 THORNBRANCH | <i>Thomas E. Klassen</i> | JJB |
| 1,3,89 | KNOWLES, DAVID W., 831 OLNEY OAK | <i>David W. Knowles</i> | JJB |
| 1,3,97 | LANGLOIS, F. J. JR., 802 OLNEY OAK | <i>F. J. Langlois</i> | at |
| 1,3,58 | LEE, R. B., 819 THORNWICK | <i>R. B. Lee</i> | RA |
| 1,4,7 | LENJEUX, ELZEAR J., 14914 KIMBERLEY | <i>Elzear J. Lenjeux</i> | at |
| 1,7,9 | LOUPEL, KAYS F., 14703 KIMBERLEY | <i>Mrs. Ann Loupel</i> | JJB |
| 1,3,14 | LENGAS, G. M., 818 GREENPARK | <i>Barbara Lengas</i> | JJB |
| 1,6,7 | LUNDBLAD, ROGER, 14859 PERTHSHIRE | <i>R. V. Lundblad</i> | JJB |
| 1,7,05 | LEONARD KERNAN, SHEILAH, 778 THORNBRANCH | <i>Sheilah Kernan</i> | RA |
| 1,5,23 | MACDOWELL, C., 14907 WOODTHORPE | <i>Margaret MacDowell</i> | JJB |
| 1,5,31 | MAHONEY, T. J. JR., 14914 PERTHSHIRE | <i>T. J. Mahoney</i> | JF |
| 1,3,82 | MARSH, GARY, 803 OLNEY OAK | <i>Gary Marsh</i> | JJB |
| 1,5,3 | MARTIN, JOHN, 14927 KIMBERLEY | <i>John P. Martin</i> | JJB |
| 1,3,10 | MCLEOD, GEORGE L., 834 GREENPARK | <i>Suzanne McLeod</i> | JJB |
| 1,7,8 | MEANE, FEREDOU, 770 THORNBRANCH | | |
| 1,6,6 | MERLE-BRITCH, C., 14903 PERTHSHIRE | <i>Merle Britch</i> | JJB |
| 1,3,28 | MEYER, ROBERT, 822 GREENBELT | <i>Robert Meyer</i> | RA |
| 1,3,93 | MIDDLETON, J., 813 OLNEY OAK | <i>J. Middleton</i> | RA |
| 1,3,47 | MOLLER, FRANK A., 810 THORNWICK | <i>Frank A. Moller</i> | RA |
| 1,7,4 | MONTIETH, FRANK, 786 THORNBRANCH | <i>Frank Montieith</i> | JJB |
| 1,2,7 | MOORE, ROY N., 14311 KIMBERLEY | <i>Roy N. Moore</i> | RA |
| 1,5,17 | MORIARTY, T., 14930 WOODTHORPE | <i>Terrie Moriarty</i> | RA |
| 1,3,09 | MORITA, HIROYUKI, 815 PINEBAP | <i>Hiroyuki Morita</i> | RA |
| 1,3,26 | MOYER, WILLIAM T., 830 GREENBELT | <i>Tatricia Moyer</i> | RA |
| 1,1,2 | MYERS, CYNTHIA, 14731 KIMBERLEY | <i>Cynthia Myers</i> | RA |

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- 1,1,3 NABI, M. RAFIQ, 14727 KIMBERLEY *Faisal Rafiq RA*
- 1,3,35 NAGORNY, WESLEY III, 807 THORNWICK
- 1,3,40 NASR, MOSTAFA, 827 THORNWICK
- 1,1,2 NEWBERRY, ~~CHARLES A.~~ ^{FARRIS} 14934 KIMBERLEY *James Newberry JJB*
- 1,6,3 NICHOLAS, JACK, 14915 PERTSHIRE *Jack Nicholas JJB*
- 1,5,4 NIEMI, RALPH E., 14923 KIMBERLEY *Karla E. Niemi JJB*
- 1,3,61 NUXOLL, J. E., 818 THICKET *James Nuxoll RA*
- 1,3,86 OSBORN, H., 819 OLNEY OAK *Robert Scott Osborn RA*
- 1,3,39 O'SULLIVAN, CHRISTOP, 823 THORNWICK *Dina O'Sullivan JJB*
- 1,3,6 OZKARDESH, M., 823 GREENPARK *M. Ozkardesh JJB*
- 1,1,8 PARKER, KENNETH T., 14707 KIMBERLEY *Kenneth Parker RA*
- 1,5,33 PATNIYOT, STADIS, 14922 PERTSHIRE
- 1,3,80 PENA, WALDO & MIRIAM, 806 PINESAP *Waldo Pena JJB*
- 1,1,6 PLATT, C. A., 14715 KIMBERLEY
- 1,5,10 PRICE, ROBERT & CYNT, 14902 WOODTHORPE *Mrs. R. W. Price JJB*
- 1,5,6 PURSLEY, STEPHEN A., 14915 KIMBERLEY
- 1,3,35 REDRUPP, J., 823 THICKET
- 1,3,7 ROLAND, GEORGE, 827 GREENPARK *George W. Roland JJB*
- 1,3,57 RUDISILL, WAYNE V., 831 THICKET
- 1,2,9 RUSSO, JACK A., 14803 KIMBERLEY *Jack A. Russo JJB*
- 1,5,34 RUZ, ANDRE, 14926 PERTSHIRE
- 1,1,7 SAMSON, ROGER M., 14711 KIMBERLEY *Roger Samson JJB*
- 1,5,8 SANBORN, ROBERT A., 14907 KIMBERLEY
- 1,2,3 SAYENIAN, DEBRA J., 14927 KIMBERLEY *Debra Sayenian JJB*
- 1,5,32 SCHULTZ, M., 14918 PERTSHIRE *M. Schultz JF*
- 1,3,30 SEGEL, DR. J., 814 GREENBELT *Dr. J. Segel JJB*
- 1,3,88 SELLA, G. & RICHARDSON, 827 OLNEY OAK *G. Sella JJB*
- 1,5,20 SERGESKETTER, M. J., 14919 WOODTHORPE *M. J. Sergesketter RA*
- 1,3,77 SHANKS, RICHARD G., 818 PINESAP *Richard Shanks RA*
- 1,3,18 SHANNON, DANIEL E., 863 GREENBELT
- 1,3,32 SHARADIN, JOHN H., 806 GREENBELT *John Sharadin JJB*
- 1,3,75 SHIPLEY, F.E. JR., 826 PINESAP *Margaret J. Shipley JJB*
- 1,3,51 SHOTWELL, JEFFREY A., 807 THICKET

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- 1.3.19 SINEONS, ANTHONY J., 807 GREENBELT *Anthony T. Sineons* RA
- 1.3.18 SLOAN, MARY H., 806 THORNWICK
- 1.4.8 SOBOTIK, JESSE, 1807 KIMBERLEY
- 1.3.68 SOLOMON, STEPHEN T., 811 PINESAP
- 1.3.13 STEIN, LARRY, 411 GREENPARK *Chris Stein* JJB
- 1.3.72 STEVENSON, J. A., 427 PINESAP
- 1.7.3 SANDER, WILLIAM E., 700 WOODTHORPE *William E. Sander* JJB
- 1.1.1 TAYE, HAROLD H., 14927 PERTSHIRE *H. Harold Taye* RA
- 1.1.5 TAYE, HAROLD H., 14919 PERTSHIRE *H. Harold Taye* RA
- 1.3.81 TAYLOR, W. H., 111, 802 PINESAP *Will H. Taylor* JJB
- 1.5.9 TEASDALE, G., 1000 KIMBERLEY *Will H. Taylor* JJB
- 1.6.4 TEMPLE, THOMAS A., 14911 PERTSHIRE *Robin A. Temple* JJB
- 1.2.1 THURMAN, C. G., 14911 PERTSHIRE
- 1.3.97 TINKLE, G., 806 THORNWICK *G. Tinkler* JJB
- 1.3.13 TREAT, G. W., 14911 PERTSHIRE *G. W. Treat* JJB
- 1.3.7 FRIEDMAN, G. W., 11911 KIMBERLEY *Bonnie M. Friedman* JJB
- 1.3.87 GREEN, G. HILL, S., 814 THICKET
- 1.3.1 GIBSON, R. J., 815 GREENPARK *D. Gibson* RA
- 1.3.7 VANDER STOEP, D. M., 14919 PERTSHIRE *D. M. Vander Stoep* JF
- 1.3.10 WALSH, THOMAS W., 11815 KIMBERLEY *Thomas W. Walsh* RA
- 1.3.85 WALTON, J. R., 815 OLNEY OAK *J. Walton* RA
- 1.5.21 WARDEN, DANIEL J., 11915 WOODTHORPE *Daniel Warden* JJB
- 1.3.43 WARNSMAN, ROBERT, 826 THORNWICK *Robert Warnsman* RA
- 1.7.9 WEATING, JOHN G., 796 THORNBRANCH *John G. Weating* JJB
- 1.3.24 WEATHERS, LLOYD R., 827 GREENBELT *Lloyd Weathers* RA
- 1.3.63 WEAVER, DONALD/JANE, 810 THICKET *Donald D. Weaver* JJB
- 1.3.27 WEBER, ALVIN G., 826 GREENBELT
- 1.5.15 WEI, YAU-TEH, 14922 WOODTHORPE
- 1.3.84 WEIR, STEPHEN J., 811 OLNEY OAK *Stephen J. Weir* RA
- 1.5.16 WESSELINK, LARRY C., 14926 WOODTHORPE *Shonda Wesselink* RA JJB
- 1.6.5 WHATLEY, THOMAS L., 14907 PERTSHIRE
- 1.3.91 WICK, FRANK, 826 OLNEY OAK *F. Edward Wick* JJB
- 1.3.64 WIEHAGE, JAMES W., 806 THICKET *James W. Wiehage* JJB

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- 1,3,34 WILSON, J. W., 803 THORNWICK
- 1,3,37 WILSON, M. A. JR., 815 THORNWICK *M. A. Wilson, Jr. JB*
- 1,3,44 WISE, P. & CARTER, B., 822 THORNWICK *John P. Wise JB*
- 1,3,60 WOOD, PATRICIA, 822 THICKET *Patricia Wood R.T.A.*
- 1,3,95 YEH, DAVID DYL, 810 OLNEY OAK
- 1,3,49 YELNG, JOSEPH C., 802 THORNWICK
- 1,3,53 YORK, J. L., 815 THICKET *John York JB*
- 1,4,1 YORK, LAWRENCE M., 14938 KIMBERLEY *Lawrence York JB*
- 1,1,10 YOUNG, ROBERT, 14631 KIMBERLEY *Robert Young R.H.*
- 1,3,76 ZANKER, KLAUS, 322 PINESAP
- 1,3,58 ZUSKOV, BORIS, 830 THICKET *Boris Zuskov JB*