

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 III, is hereby amended to read as follows:

"7.01. Each Lot in Thornwood, Section III, 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 III, (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 III 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 III 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 III 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 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 III, the Thornwood Fund, Inc., and their respective successors and assigns.

We the undersigned members of Thornwood, Section III, 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.

- 3,1,6 BAKONGI, A., 607 LANGWOOD 90
- 3,1,8 GRAVES, ROBERT G., 602 LANGWOOD *[Signature]*
- 3,1,5 HILTON, HAROLD V., 611 LANGWOOD *Bonny Hilton* 98B
- 3,1,11 LUCAS, FIRMIN L., 618 LANGWOOD *Jana Lucas* 98B
- 3,1,10 LUPO, EDWARD D., 614 LANGWOOD *Juditha Lepo Edward D. Lepo* 98B
- 3,1,2 MELTON, RICHARD D., 627 LANGWOOD *Richard D. Melton* 98B
- 3,1,1 PATTERSON, M. M., 635 LANGWOOD *M. M. Patterson* 98B
- 3,1,9 SHINDLER, GEORGE R., 610 LANGWOOD
- 3,1,3 SLAUGHTER, JAMES C., 619 LANGWOOD *Jamie Slaughter* 98B
- 3,1,4 SMITH, ARTHUR & DONN, 615 LANGWOOD
- 3,1,12 SUTTER, M. M., 626 LANGWOOD *Margelique M. Sutter* 98B
- 3,1,7 TROSTLE, J. K., 603 LANGWOOD *J. K. Trostle* 98B

98 OCT 12 PM 4: 15
STATION

WITNESS:

[Handwritten signature]

The State of Texas

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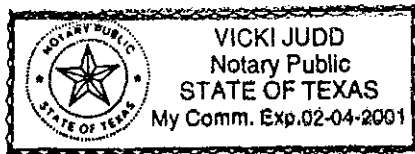
County of Harris

Before me, the undersigned Notary, on this day personally appeared Lucas Firmin, known to me to be the person whose name is LUCAS FIRMIN subscribed as a witness to the foregoing instrument of writing, and after being 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 20 day of August, 1998.

Vicki Judd
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OF RACE IS VOID 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

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3,1,7 TROSTLE, J. K., 603 LANGWOOD

[Handwritten signatures and initials]
Bounty Hilton
Firma Lucas
Judith Lupu Edward W. Lupu
Richard D. Melton
M. M. Patterson
Janice Slaughter
Margaret M. Sutter
Trostle
JJB
JG
JJB
JJB
JJB