

NOTICE

To All Sandalwood Residents

Attached you will find a copy of the 1990, 1992 and 2002 deed restrictions and the 1992 and 1998 annual maintenance rates.

2cc's

Additionally, please be advised that the 21 day approval process for all proposed buildings plans will not begin until receipt of the signed drawings from a certified architect and such additional documentation that the Architectural Control Committee may deem appropriate.

Thank you,

Your Sandalwood Board of Directors

STATE OF TEXAS

COUNTY OF HARRIS

SANDALWOOD ADDITION
CONSOLIDATED, RATIFIED, RESTATED AND AMENDED DEED RESTRICTIONS

WHEREAS, the owners of and holders of liens on the lots, lakes and property shown on the maps and plats of Sandalwood Addition by the following duly recorded instruments adopted and established restrictions for all of the lots, lakes and property in Section 1, Section 2, and Section 3 of Sandalwood Addition, to wit:

- (1) The map and plat of Sandalwood Section 1, a subdivision of 44.78 acres out of the John D. Taylor Survey, Harris County, Texas, as the same appears in the records of maps and plats at Volume 50, page 46, on file in the office of the County Clerk of Harris County, Texas;
- (2) The map and plat of Sandalwood Section 2, a subdivision of 37.30 acres out of the John D. Taylor Survey, Harris County, Texas, as the same appears in the records of maps and plats, Volume 52, page 29, in the records of the offices of the County Clerk of Harris County, Texas;
- (3) The map and partial replat of lots 11, 12, 13, 14 and 15, block 7, Sandalwood Subdivision, Section 2, a subdivision of 2.20 acres out of the John D. Taylor Survey, Harris County, Texas, as the same appears in the records of maps and plats, Volume 54, page 57, in the office of the County Clerk of Harris County, Texas;
- (4) The map and plat of Sandalwood Section 3, a subdivision of 28.0 acres out of the John D. Taylor Survey, Harris County, Texas, as the same appears in the records of maps and plats, Volume 54, page 3, in the office of the County Clerk of Harris County, Texas;
- (5) The map and partial replat of Sandalwood Sections 2 and 3, being 35.41 acres out of the John D. Taylor Survey and a replat of Lots 1-14, Block 10, Sandalwood Section 2; a replat of Lots 23-30, Block 10, Sandalwood Section 2; a second replat of Lots 15-18, Block 10, Sandalwood Section 2; a second replat

of Lots 19-22, Block 10, Sandalwood Section 3; a replat of Lots 4-6, Block 9, Sandalwood Section 3, a replat of Lots 1-3, Block 9, Sandalwood Section 2; a replat of all of Block 8, Sandalwood Section 2; a replat of Lots 9 and 10, Block 7, Sandalwood Section 2; a second replat of Lots 11-15, Block 7, Sandalwood Section 2; and a replat of Lots 10-20, Block 11, Sandalwood Section 2, as the same appear in the records of maps and plats, Volume 55, page 15, in the office of the County Clerk of Harris County, Texas;

- (6) The deeds by which the sanitary sewer plant site shown on said plat of Sandalwood Section 3 became residential lots as shown by the deeds on file in the office of the County Clerk of Harris County, Texas;
 - (7) The deed restrictions of Sandalwood Section 1 recorded in volume 3054, page 451, of the Harris County Deed Records on file in the office of the County Clerk of Harris County, Texas;
 - (8) The deed restrictions of Sandalwood Section 2 recorded in Volume 3159, page 2, of the Harris County Deed Records on file in the office of the County Clerk of Harris County, Texas;
 - (9) The deed restrictions of Sandalwood Section 3 recorded in Volume 3252, page 650, of the Harris County Deed Records on file in the office of the County Clerk of Harris County, Texas; and
 - (10) The various amendments to said deed restrictions changing the amount of the annual maintenance charge from time to time, the most recent and current amendment being recorded in Volume 008-72, page 1943 of the Harris County Deed Records as filed in the office of the County Clerk of Harris County, Texas
- to which duly recorded instruments reference is hereby made for all purposes; and

WHEREAS, for the purpose of creating a uniform plan for the improvement and development of Section 1, Section 2 and Section 3 of Sandalwood Addition, the Sandalwood Civic Club, Inc. (hereinafter referred to as the "Civic Club") and the undersigned owners, who are the owners of more than fifty percent of the lots

in each section of Sandalwood Addition, and of the lakes, pathways and Civic Club property as shown on the recorded plats and replats of Sandalwood Addition, desire to amend the deed restrictions now in effect in the particulars hereinafter stipulated for the purpose of adopting and establishing uniform restrictions for all of the lots, lakes and other property in Sandalwood Addition;

NOW, THEREFORE, we, the undersigned, here now agree that the deed restrictions of Section 1, Section 2 and Section 3 of Sandalwood Addition shall be consolidated, ratified, restated and amended and that in lieu of the restrictions filed of record as above set forth, the following shall be substituted therefore effective upon the date they are recorded in the office of the County Clerk of Harris County, Texas:

I. USES OF LOTS

- (1) Each lot in Sandalwood Addition shall be used solely for residential purposes by a single family. One single-family dwelling and other appurtenant structures permitted by these amended deed restrictions may be erected on each lot, provided, however, that bona fide house guests not paying any form of rent may reside temporarily on any lot, and provided further, that bona fide domestic servants may reside on any lot as long as they are employed to work there.
- (2) No trailer, recreational vehicle, camper, tent, shack, garage, barn or other structure of a temporary character shall at any time be used as a residence, temporarily or permanently, on any lot.
- (3) No lot or any improvements thereon shall be used for any commercial or professional purpose whatsoever or for any obnoxious or offensive activity or in violation of any statute, law, regulation or ordinance, nor shall anything be done thereon which constitutes an annoyance or nuisance to the neighborhood. Each owner of any lot or lots in Sandalwood Addition shall keep their property well maintained and shall screen from public view any laundry lines, trash, debris, garbage cans (other than those set out for curbside pickup) or other such obstacles that would detract from the beauty of Sandalwood Addition.

- (4) No lot shall be used or maintained as a dumping ground for trash, garbage or rubbish.
- (5) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, minerals excavations, or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil shall be erected, maintained or permitted upon any lot. The word "oil" as used herein means hydrocarbons of any sort, including crude oil and natural gas.
- (6) No animals, livestock or poultry of any kind shall be raised, brought or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- (7) No sign of any kind shall be displayed to the public view on any lot except for one temporary sign at any one time of not more than five square feet, advertising (a) the property for sale or rent, (b) the identify of a builder or contractor then doing construction or making repairs on the property, or (c) any Civic Club or other group activity of general interest to the entire neighborhood.
- (8) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats.

II. BUILDINGS, STRUCTURES AND IMPROVEMENTS

- (1) No building, structure, fence, wall or other improvement shall be erected, altered, placed, or permitted to remain on any lot other than those that comply with the restrictions herein specified and with the requirements of the Architectural Control Committee, as set forth herein, provided, however, that no owner of any lot shall be required to remove any building, permanent structure or other fixture existing on that lot on the effective date of these amended deed restrictions.
- (2) No building, structure, fence, wall or other improvement shall be erected, placed or altered on any lot or lots until the construction plans, specifications and design and a plan showing the location of the structure on the lot or lots have been approved by a majority of the Architectural Control Committee, including approval as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade of elevation.

- (3) Any approved existing building, structure, fence, pier or other improvement may be repaired, maintained or replaced with substantially similar material of the same quality and height at the same location without prior approval.
- (4) The exterior material of the main structure on any lot or plot shall be of brick, masonry, stone, stucco or their equivalent and frame materials but shall not be constructed entirely of frame materials.
- (5) No residence shall exceed two stories in height. The ground floor area of the main structure of each one-story detached single-family residence, exclusive of open and screened porches, in Sandalwood Addition shall be not less than 1600 square feet. The total floor area of the main structure of each one and one-half or two story detached single-family residence, exclusive of open and screened porches, in Sandalwood Addition shall be a combined square footage of not less than 1600 square feet on both the ground and upper story of said structure, at least 1000 square feet of which must be on the ground floor.
- (6) Garages, out-buildings, and guest or servants quarters that are appurtenant to a residence may be erected on each lot upon which a main dwelling has been erected, provided, however, that no garage, out-building, or guest or servants quarters shall be greater in height than the main residence.
- (7) No residence or building of any kind shall be located on any lot nearer to the front lot line or nearer to the side street line than the building setback lines shown on the appropriate recorded plat. The words "residence," "dwelling," "garage," "guest or servants quarters," "building," or "improvement" as used herein with reference to building lines, shall include every covered and walled portion of the improvements, regardless of whether the wall is enclosed, screened or open, except a parapet walk, steps, or stairs. A residence or building may be erected on a building site of more than one platted lot, in which event the outermost side lot lines shall be considered the side lot lines, provided that the frontage of said building site shall not be less than the minimum frontage of the lots in the same block facing the same street.

- (8) In addition to meeting the requirements of the building setback lines, as shown on the appropriate recorded plat, no building, except a detached garage, out-building or guest or servants quarters located 65 feet or more from the front lot line shall be erected, placed or altered on any lot nearer than five feet from any side lot line. No detached garage, out-building or guest or servants quarters, including their roofs and gutters, that is located 65 feet or more from the front lot line shall be erected, placed or altered on any lot nearer than three feet from any side lot line.
- (9) No fence or wall shall be erected, altered, placed or permitted to remain on any lot nearer to the street than the minimum building setback line unless approved by the Architectural Control Committee. No fence or improvement of any kind shall be erected, placed or altered on any lot backing or siding on Lake Lorrie, Lake Robin, or Lake Patti Lynn within 25 feet of the high water line of any of said lakes, without the written approval of the Architectural Control Committee as evidenced by the signature of two of its members, as to size, height, location, design and material. No fence or wall of any kind shall be erected, placed or altered on any lot backing or siding on Memorial Drive, without the written approval of the Architectural Control Committee, as herein provided.
- (10) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

III. ARCHITECTURAL CONTROL COMMITTEE

- (1) The Architectural Control Committee shall consist of five members, all of whom shall be resident owners of one or more lots in Sandalwood Addition. A majority of the members may act for the Committee. The members of the Committee shall not be entitled to any compensation for services performed pursuant to these amended deed restrictions.

- (2) The Architectural Control Committee is presently composed of William R. Eckhardt, Michael F. Spellacy and Harry Reed. The present members shall continue to serve until they are replaced as herein provided. The term of William R. Eckhardt will expire on the date of the installation of new officers of the Civic Club in 1992, the term of Michael F. Spellacy on the date of the installation of new officers of the Civic Club in 1994, and the term of Harry Reed on the date of the installation of new officers of the Civic Club in 1996. The additional two members shall be elected in 1991 by the procedures set forth below, one of whom shall serve for a limited term of four years and the other for a full term. Members of the committee will serve for a period of six years, with his or her term of membership to commence on the same date as the commencement date of the terms of the members of the Board of Directors of the Civic Club. On or before July 1 of the year in which a member's term is due to expire, the Architectural Control Committee shall recommend to the Board of Directors a panel of three candidates whom they feel qualified to serve and whom they have ascertained are willing to serve. The Board shall propose one of these candidates for election by the general membership. Members of the Architectural Control Committee shall be elected at a regular or at a special meeting of the membership of the Civic Club. Whenever a regular or special meeting is held to elect a member of the Architectural Control Committee, the secretary of the Civic Club shall give to each member in good standing, not less than ten days prior to such regular or special meeting, notice of the time and place thereof and of the purpose of the meeting. Provided a quorum is present, the member of the Committee may be elected by a majority of the members in good standing present at the meeting.

Additional candidates for the Architectural Control Committee may be placed in nomination by a petition

signed by 10% of the membership, such petition to be presented to the President or other member of the Board of Directors of the Sandalwood Civic Club at least nine days before the membership meeting at which the election will be held. The names of candidates so nominated must be placed in nomination by the board representative at the general meeting without bias.

- (3) The record owners of a majority of the lots in Sandalwood Addition shall have the power through a written ballot to replace any member of the Committee.
- (4) Members of the Committee are eligible for re-election.
- (5) In the event of the resignation or death of a member, or should a member refuse or become unable to serve out his or her full term, the remaining members of the Committee shall appoint another qualified resident to serve until the next general membership meeting at which a Board of Directors is to be elected, subject to the provisions of Section III, paragraph 2, above, at which time a resident shall be elected to serve the balance of such member's term.
- (6) The Committee's approval or disapproval as required in these restrictive covenants shall be in writing and shall be decided by majority vote as evidenced by the signatures of three of its members. The Committee, or its designated representatives, shall decide to approve or disapprove within twenty-one (21) days after all plans and specifications required by the Architectural Control Committee have been submitted to it and a dated receipt obtained by the applicant for the same. If the Committee fails to act within said twenty-one (21) days, the applicant must deliver a written request for a ruling personally to each member of the Committee. If the Committee fails to act for an additional twenty-one (21) days thereafter, the applicant may begin construction subject to the next two sentences of this paragraph. If the Committee has not disapproved and if no suit to enjoin any given construction has been commenced prior to the completion thereof, approval will not be required and the restrictive covenants requiring submission of plans and specifications to the Committee shall be deemed to have been fully complied with. The residence or other improvement must, however, be in compliance with all of the other restrictive covenants herein.

IV. LAKES, WALKWAYS AND CIVIC CLUB PROPERTY

- (1) The lakes, walkways and other property shown on the recorded plats (other than dedicated streets and

easements) which is not identified by lot numbers is the property of Sandalwood Civic Club, Inc., a not-for-profit corporation with its membership limited to the record owners of each lot in any Section of Sandalwood Addition. No building, structure, fence, wall, pier, or other improvements shall be erected, altered, placed or permitted to remain on the Civic Club property without the approval of two-thirds vote of the Civic Club's Board of Directors and the concurrence of the the then record owners of a majority of the lots in Sandalwood Addition, provided that any approved existing building, structure, fence, wall, pier or other improvement may be repaired, maintained or replaced by the Civic Club with substantially similar material of the same quality and height at the same location without other approval, and provided further that no obstructions such as nets or piers will be permitted to be constructed in or over the lakes without the written permission of a majority of the Architectural Control Committee and a concurring vote of 2/3 of the members of the Board of Directors as evidenced by written approval signed by all consenting members of both committees respectively.

(2) Nothing shall be done which will contaminate or pollute the waters in any of the lakes. The dumping of trash, rubbish or other debris into the lakes is expressly forbidden, as is the disposal of paint, fertilizers, chemicals or debris in such a manner as to permit the same to wash into the lakes from the streets through the storm sewer drainage system or from the shoreline adjacent to the lakes.

(3) Each owner of any lot or lots adjacent to any lake or lakes in Sandalwood Addition shall keep the shore line of their property well maintained and clean and shall screen from lake view any laundry lines, trash, debris or other such obstacles that would detract from the natural beauty of the lakes. The Civic Club shall keep the portions of the shoreline owned by the civic club well maintained and shall not erect, alter, place, or permit to remain on the Civic Club's portion of the shoreline any structure, improvement or object which would detract from the natural beauty of the lakes.

- (4) No obstructions shall be placed on or in the area designated as "walkway" on the appropriate plat of any section of Sandalwood.
- (5) Water from any lake may not be used to water lawns or for any other private use whatsoever.
- (6) Gas or electric motors used on boats that navigate the lakes are prohibited.
- (7) The lakes and Civic Club property shall not be used for any obnoxious or offensive activity, or in violation of any statute, law, regulation or ordinance or for any activity which constitutes an annoyance or nuisance to the neighborhood.

V. MAINTENANCE CHARGES

- (1) Pursuant to existing deed restrictions, which are hereby consolidated, ratified, restated, and amended, each lot in Sandalwood Addition shall be subject to an annual maintenance charge in an equal amount per lot to be paid by the then owners of each lot in Sandalwood Addition. The amount of such annual maintenance charge is to be determined as provided herein. This annual maintenance charge shall be secured by the vendor's lien upon said lots referenced and is due and payable annually on the first day of February of each year, in advance, to Sandalwood Civic Club, Inc. The fund shall be controlled and disbursed according to the By-Laws of the Civic Club and shall be used toward the payment of maintenance of Civic Club property, maintenance of sidewalks, walkways, up-keep of the lakes, bulkheads and dams, and doing any other things necessary or desirable for the maintenance or improvement of Civic Club property which will be for the general benefit of the owners and residents of Sandalwood Addition. Such annual maintenance charges are currently \$380.00 per year and may be adjusted, altered or waived from year to year, as the needs of the property may, in the judgment of the Civic Club require, provided that the owners of at least a majority of the lots agree to such adjustment, alteration or waiver. A majority of those present and

voting at the annual meeting of Sandalwood Civic Club, Inc. may vote to continue the annual maintenance charge for the ensuing year in the exact amount as is then currently being charged, but the owners of a majority of all lots must approve any increase, decrease, suspension or deletion of annual maintenance charges. Notice of any increase in the annual maintenance charge must be filed with the County Clerk of Harris County, Texas. The owner of each lot, whether an individual, partnership, or a corporation, shall be entitled to one vote for each lot owned by such individual, partnership, or corporation, in determining the annual maintenance charge, except that in the case of spousal or other co-owners, the owners may elect to vote a "split" vote.

(2) These annual charges shall continue until (a) such time as the owners of majority of the lots abandon the same pursuant to the preceding paragraph and file an instrument bearing each of their signatures, duly notarized, with the County Clerk of Harris County, Texas, giving notice of the abandonment of such charges, or (b) the expiration or abandonment of these restrictive covenants pursuant to paragraph VI(1), below, whichever is sooner.

(3) If it becomes necessary to institute legal proceedings to collect any annual maintenance charges, the owner or owners who failed to pay any such charges within sixty (60) days of the date they become due shall be liable to the Sandalwood Civic Club for its reasonable attorney's fees, interest at the maximum rate then permitted by law, and other costs of collection.

(4) Cost for necessary legal fees and court costs may be expended by the Board of Directors to institute, prosecute or defend legal action relating to enforcement of any of these covenants when deemed necessary by a 2/3 vote of the Board of Directors of the Civic Club.

VI. NATURE OF COVENANTS

(1) These are restrictive covenants and are to run with the land and shall be binding on all parties and all persons claiming under them for ten years from the date these

amended deed restrictions are recorded and thereafter for successive ten-year periods unless the then owners of a majority of the lots in each Section of Sandalwood Addition agree in a written instrument duly recorded to abandon said covenants. These restrictive covenants may be amended at any time by a written vote of the then owners of a majority of the lots in each Section of Sandalwood Addition (unless a different percentage is provided for in these deed restrictions for any particular amendment). The owner of each lot, whether an individual, partnership or a corporation, shall be entitled to one vote for each lot owned by such individual, partnership or corporation, except that in the case of spousal or other co-owners, the owners may elect to cast a "split" vote. Notice of any such change in or abandonment of these covenants must be filed of record by the officers of the Sandalwood Civic Club, Inc. in the office of the County Clerk of Harris County, Texas.

- (2) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of these covenants, or any statute, law, regulation or ordinance governing the use of lots and activities thereon or the use of Civic Club property and activities thereon, it shall be lawful for Civic Club, or any of its officers or any other person or persons owning any real property situated in Sandalwood to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent and restrain such person or persons from so doing or to recover damages or such other relief for such violation as the law allows. If the Civic Club, any of its officers or any other person should prevail in prosecuting any such proceeding, it, he or she shall also be entitled to recover reasonable attorney's fees, interest at the maximum rate than permitted by law, and costs.

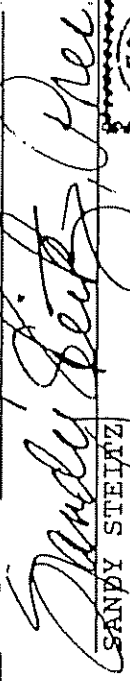
- (3) Invalidation of any of these covenants by statute, judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

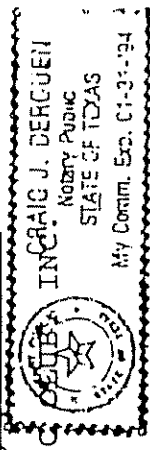
APPROVAL, ADOPTION AND RATIFICATION
OF AMENDED DEED RESTRICTIONS
BY SANDALWOOD CIVIC CLUB, INC.

AND
BY A MAJORITY OF THE OWNERS OF LOTS
IN EACH SECTION OF SANDALWOOD ADDITION

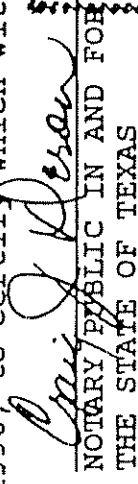
BE IT REMEMBERED that on the 5th day of September, 1990, the Board of Directors duly convened pursuant to call and with a quorum of 9 being present, and pursuant to motion duly made and seconded voted by a tally of 9 in favor and 0 opposed to endorse, recommend, approve, adopt and ratify the foregoing Amended Deed Restrictions.

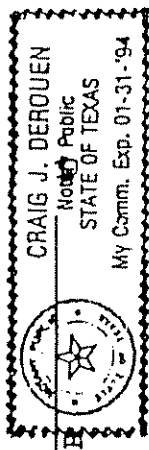
DATED this 24 day of September, 1990.


SANDY STEITZ
PRESIDENT, SANDALWOOD CIVIC CLUB

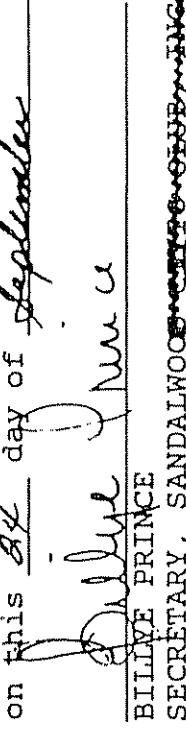

CRAIG J. DEROUEN
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-31-94

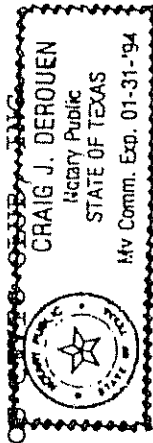
SUBSCRIBED, ACKNOWLEDGED and SWORN TO before me on this 24 day of September, 1990, to certify which witness my hand and seal of office.


CRAIG J. DEROUEN
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS


CRAIG J. DEROUEN
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-31-94

I hereby certify and attest that _____ is the President of Sandalwood Civic Club, Inc., and she did sign this instrument in my presence on this 24 day of September, 1990.


BILLIE PRINCE
SECRETARY, SANDALWOOD CIVIC CLUB, INC.


CRAIG J. DEROUEN
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-31-94

COPY

AMENDMENT TO AMENDED DEED RESTRICTIONS
OF THE
SANDALWOOD CIVIC CLUB, INC.

WHEREAS, there is on file in the offices of the County Clerk of Harris County, Texas, the Sandalwood Addition Consolidated, Ratified, Restated and Amended Deed Restrictions (the "Deed Restrictions") covering and affecting Section 1, Section 2 and Section 3 of Sandalwood Addition ("Sandalwood"), John D. Taylor Survey, Harris County, Texas; and

WHEREAS, it is the desire of a majority of all lots in Sandalwood to increase the annual maintenance charges as described in the Deed Restrictions, and to amend the Deed Restrictions to reflect such increase.

NOW, THEREFORE, pursuant to Article V., Section (1) of the Deed Restrictions, a majority of all lots in Sandalwood have voted on and approved an increase in the current maintenance charges of \$380.00 per year to a new rate of \$475.00 per year. In this light, the following portion of Article V., Section (1) is amended to read as follows:

"...Such annual maintenance charges are currently ~~\$300.00~~ \$475.00 per year and may be adjusted, altered or waived from year to year, as the needs of the property may, in the judgment of the Civic Club require, provided that the owners of at least a majority of the lots agree to such adjustment..."

This notice is executed by the undersigned on this 14th day of December, 1992 and is filed pursuant to, and in accordance with, Article VI., Section (1) of the Deed Restrictions.

Patricia Garrison
Patricia Garrison, President

Emily Ryan
Emily Ryan, Secretary

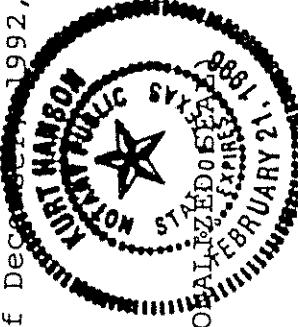
COPY

THE STATE OF TEXAS
COUNTY OF HARRIS

§§§§

This instrument was acknowledged before me on this
day of December, 1992, by Patricia Garrison.

1992



[Handwritten Signature]

Notary Public Signature

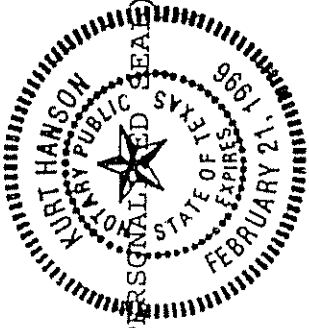
(PERSONAL USE ONLY)

THE STATE OF TEXAS
COUNTY OF HARRIS

§§§§

This instrument was acknowledged before me on this
day of December, 1992, by Emily Ryan.

1992



[Handwritten Signature]

Notary Public Signature

(PERSONAL USE ONLY)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

117-55-0588

AMENDMENTS TO THE EXISTING DEED RESTRICTIONS
OF SANDALWOOD ADDITION

WHEREAS, the "Sandalwood Addition Consolidated, Ratified, Restated and Amended Deed Restrictions" (hereinafter the "Deed Restrictions") were filed of record with the County Clerk of Harris County on December 19, 1990 and became effective on that date; and

WHEREAS, the owners of a majority of the lots in each section of Sandalwood Addition now desire to amend the Deed Restrictions in the manner specified in Article VI, paragraph (1) of the Deed Restrictions to add the additional provisions which are set forth below and which have been approved in the manner specified in said Deed Restrictions;

NOW, THEREFORE, the Deed Restrictions of Sandalwood Addition are amended as follows:

The following two paragraphs shall be added to Article I (Uses of Lots):

(9) No lot subject to these restrictions may be subdivided into two or more lots, nor may a group of lots subject to these restrictions be subdivided or re-platted to create a greater number of lots, without the prior written approval of then owners of two-thirds (66.67%) of the lots in each Section of Sandalwood Addition, which approval shall be obtained in the manner specified for amendments of these deed restrictions in Article VI, paragraph (1) hereof.

(10) All campers, trailers, recreational vehicles, boats, buses, trucks with more than two axles, and non-operational vehicles must be parked or stored either (a) in an enclosed garage or carport that is screened from view from the street, or (b) on a driveway or other paved surface behind or to the side of the main residential building, provided that no part of such vehicle extends closer to the street than the front of that building. Temporary parking or storage of these vehicles not in compliance with this restriction shall not exceed a total of two weeks during any one calendar year.

117-55-0589

Paragraph (8) of Article II (Buildings, Structures and Improvements) is amended to add the following underlined language:

(8) In addition to meeting the requirements of the building setback lines, as shown on the appropriate recorded plat, no building, including its roofs and gutters, except a detached garage, out-building or guest or servants quarters located 65 feet or more from the front lot line, shall be erected, placed or altered on any lot nearer than five feet from any side lot line. No detached garage, out-building or guest or servants quarters, including their roofs and gutters, that is located 65 feet or more from the front lot line shall be erected, placed or altered on any lot nearer than three feet from any side lot line.

17047 HAV nes + Boone
1600 Smith Suite 37
Houston, TX 77002

93 JAN -8 AM 11:27
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED

ANY PERSON HEREIN WHOSE INTERESTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS DENIED OR IMPEDED BY ANY PROVISION OF 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

JAN 8 1993



Quita Beckman
COUNTY CLERK,
HARRIS COUNTY, TEXAS

T427732

522-71-0552

12/09/98 10091752E T427732

\$11.00

AMENDMENT TO AMENDED DEED RESTRICTIONS
OF THE
SANDALWOOD CIVIC CLUB, INC.

166

WHEREAS, there is on file in the offices of the County Clerk of Harris County, Texas, the Sandalwood Addition Consolidated, Ratified, Restated and Amended Deed Restrictions (the "Deed Restrictions") covering and affecting Section 1, Section 2 and Section 3 of Sandalwood Addition ("Sandalwood"), John D. Taylor Survey, Harris County, Texas; and

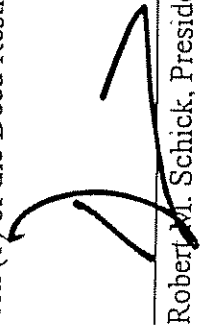
WHEREAS, it is the desire of a majority of all lots in Sandalwood to increase the annual maintenance charges as described in the Deed Restrictions, and to amend the Deed Restrictions to reflect such increase.

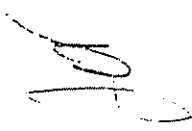
NOW, THEREFORE, pursuant to Article V., Section (1) of the Deed Restrictions, a majority of all lots in Sandalwood have voted on and approved an increase in the current maintenance charges of \$475.00 per year to a new rate of \$650.00 per year. In this light, the following portion of Article V., Section (1) is amended to read as follows:

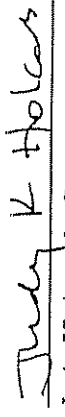
"...Such annual maintenance charges are currently \$650.00 per year and may be adjusted, altered or waived from year to year, as the needs of the property may, in the judgment of the Civic Club require, provided that the owners of at least a majority of the lots agree to such adjustment..."

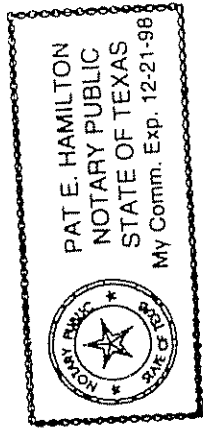
This notice is executed by the undersigned on this ¹⁵~~14~~ and ¹⁵~~14~~ day of December, 1998 and is filed pursuant to, and in accordance with, Article VI., Section (1) of the Deed Restrictions.

PLEASE RETURN TO:
Robert M. Schick
1001 Fannin
2300 First City Tower
Houston, TX 77002


Robert M. Schick, President




Judy Holcomb, Secretary

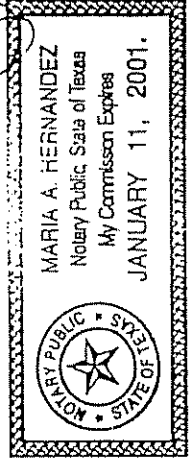


522-71-0553

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 1st day of December, 1998, by Robert M. Schick.

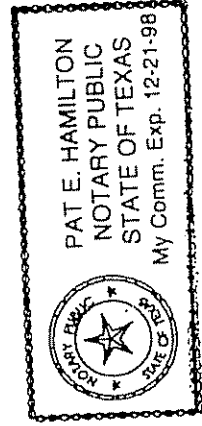
Maria A. Hernandez
Notary Public in and for the State of Texas



THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 5th day of December, 1998, by Judy Holcomb.

Pat E. Hamilton
Notary Public in and for the State of Texas



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, MORTGAGE OR USE OF THE DESCRIBED REAL PROPERTY IN FAVOR OF COLOR OR RACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN FILE NUMBER 522-71-0553 ON 12-09-98 AT 10:18 AM BY ME, CLERK OF COUNTY CLERK HARRIS COUNTY, TEXAS

DEC 9 1998




Shirley E. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

FILED
98 DEC -9 AM 10:18
Shirley E. Kaufman
COUNTY CLERK
HARRIS COUNTY TEXAS

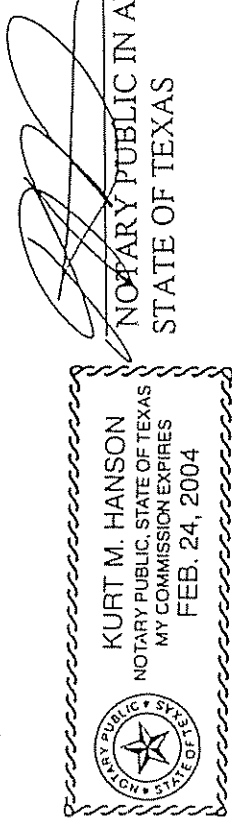
APPROVAL, ADOPTION AND RATIFICATION
OF AMENDED DEED RESTRICTIONS
BY SANDALWOOD CIVIC CLUB, INC
AND BY A MAJORITY OF THE OWNERS OF LOTS
IN EACH SECTION OF THE SANDALWOOD ADDITION

BE IT REMEMBERED that on the 20th day of August, 2002 the Board of Directors
duly convened pursuant to call and with a quorum of 12 being present, and pursuant
to a motion duly made and seconded, voted by a tally of 12 in favor and 0
opposed to endorse, recommend approve, adopt, and ratify the foregoing Amended Deed
Restrictions.


DATED this 20th day of August, 2002.


THOMAS C. RYAN,
PRESIDENT, SANDALWOOD CIVIC CLUB, INC. 19

SUBSCRIBED, ACKNOWLEDGED, and SWORN TO before me on this 20th day of
August, 2002, to certify which witness my hand and seal of office.



I hereby certify and attest that Thomas C. Ryan is the President of the Sandalwood
Civic Club, Inc. and that he did sign this instrument in my presence on this _____ day of
August, 2002.


ANN WERME
SECRETARY, SANDALWOOD CIVIC CLUB, INC.

Return to:
David B. Roe
-727 Allen Parkway #1700
Houston, TX 77019

W043441

AMENDMENT TO AMENDED DEED RESTRICTIONS
OF SECTIONS 1. 2. AND 3 OF SANDALWOOD ADDITION

3.

RECITALS

08/29/02 300629585 W043441

\$17.00

The Sandalwood Addition Consolidated, Ratified, Restated and Amended Deed Restrictions are recorded under Harris County Clerk's File No. M948615, as amended (collectively "Deed Restrictions"). It is the desire of a majority of the lots in each Section of Sandalwood Addition ("Sandalwood") to amend the Deed Restrictions as hereafter provided.

Therefore, a majority of all lots in Sandalwood have voted on and approved the following amendments to the Deed Restrictions:

AGREEMENT

1. A new Section (11) is added to Article II, BUILDINGS, STRUCTURES AND IMPROVEMENTS, of the Deed Restrictions:

(11) No residence or other building, or addition or modification to an existing residence or building, shall exceed thirty eight feet (38') in height as measured from normal pre-construction grade level to the highest point of any of the roof. Chimneys and other architectural details approved by the Architectural Control Committee, in their sole and absolute discretion, shall be exempt from these height restrictions. In the event that there is a question as to the "normal pre-construction grade level," the Architectural Control Committee's decision, in its sole discretion, shall control.

2. A new Section (12) is added to Article II, BUILDINGS, STRUCTURES AND IMPROVEMENTS, of the Deed Restrictions:

(12) No residence or building shall exceed two stories in height. No residence or building shall contain habitable third floors. No operable windows, operable plumbing (excluding hot water heaters) fixed staircases, elevators, or other permanent forms of access, to the attic space above a second story shall be allowed. In the event there is a question as to whether there is a "habitable" third floor, the Architectural Control Committee's decision, in its sole discretion, shall control.

3. A new Section (13) is added to Article II, BUILDINGS, STRUCTURES AND IMPROVEMENTS, of the Deed Restrictions:

(13) Under-roof improvements, including, but not limited to, residences, buildings, garages, carports, and porches, shall not occupy more than forty percent

(40%) of the surface of any lot according to the dimensions of the lot as set forth in the most recent plat of the Section of Sandalwood Addition in which the lot is located.

4. A new Section (14) is added to Article II, BUILDINGS, STRUCTURES AND IMPROVEMENTS, of the Deed Restrictions:

In addition to meeting the requirements of the building setback lines as shown on the appropriate recorded plat, and the existing setbacks contained in the Deed Restrictions, and notwithstanding anything else contained in the Deed Restrictions to the contrary, no first floor of any building, including the roof and gutter, shall be located nearer to the rear lot line than ten feet (10'), and no building, including the roof and gutter, shall be located nearer to a side lot line than five feet (5'). For these purposes, a "first floor" shall not exceed eighteen feet (18') in height. Further, no second story of any building, shall be located nearer than twenty feet (20') to a rear lot line and ten feet (10') to a side lot line. In the event that it is not certain what side is the "rear" or "side" of a lot, the Architectural Control Committee, in its sole and absolute discretion, shall make such determination. If there is disagreement with the Architectural Control Committee concerning the determination of side and/or rear setbacks, then appeal may be made to the Board of Directors of Sandalwood Civic Club, Inc. ("Board of Directors") for final determination. Unless the Board of Directors votes unanimously to override the Architectural Control Committee, the determination of the Architectural Control Committee shall be final. Nothing in this Section 14 shall be deemed to alter the lake setbacks contained in Article II(9).

5. A new Section (15) is added to Article II, BUILDINGS, STRUCTURES AND IMPROVEMENTS, of the Deed Restrictions:

A minimum of fifty percent (50%) of the area of any lot lying between the back of the curb and the principal dwelling must be maintained in natural, living vegetation such as trees, shrubs, flowers, grasses, and ground covers.

6. A new Section (16) is added to Article II, BUILDINGS, STRUCTURES AND IMPROVEMENTS, of the Deed Restrictions:

For each tree with a trunk greater in diameter than six inches (6"), measured at a point four feet (4') above ground level, that is removed during the course of the construction of a residence or building, or the addition or modification of any residence building, swimming pool, walk, or driveway, the owner of the lot must compensate by planting a sufficient number of trees with trunk diameters of not less than two inches (2") on the lot in areas that will compensate for the loss of the trees removed, all as determined in the sole and absolute discretion of the Architectural Control Committee. The Architectural Control Committee, in its

sole and absolute discretion, may grant a variance from, or waiver, of the provisions of this paragraph.

7. Section (4) of Article II, BUILDINGS, STRUCTURES AND IMPROVEMENTS, of the Deed Restrictions is deleted and replaced in its entirety with the following:

The exterior front and side walls of all residences and other permanent structures excluding windows and gables located on a lot shall be at least seventy-five percent (75%) brick, brick veneer, stucco, stone, stone veneer, concrete, or other masonry type construction approved by the Architectural Control Committee in its sole and absolute discretion.

8. Section (1) of Article II, BUILDINGS, STRUCTURES AND IMPROVEMENTS of the Deed Restrictions is amended to read as follows:

No building, structure, fence, wall or other improvement shall be erected, altered, placed, or permitted to remain on any lot other than those that comply with the restrictions herein specified and with the requirements of the Architectural Control Committee, as set forth herein; provided, however, that notwithstanding any other provision of these deed restrictions or any future amendments hereto, (a) no owner of any lot shall ever be required to remove any building, permanent structure or other fixture existing on such lot on the effective date of these amendments or on the effective date of any future amendments of these deed restrictions that would otherwise prohibit erecting, altering, placing, or permitting the same to remain on such lot, and (b) no owner of any lot shall be prohibited from erecting, altering, placing or maintaining any building, permanent structure or other fixture on such lot if the plans for the same were duly approved by the Architectural Control Committee prior to the effective date of these amendments or prior to the effective date of any future amendments that would otherwise prohibit erecting, altering, placing, or permitting the same to remain on such lot.

FILED
1974 MAR 29 11:12:16
TX
TEXAS

Handwritten initials and scribbles at the top left of the page.

X271715
12/19/03 100367150

\$11.00

AMENDMENT TO AMENDED DEED RESTRICTIONS
OF THE
SANDALWOOD CIVIC CLUB, INC.

WHEREAS, there is on file in the offices of the County Clerk of Harris County, Texas, the Sandalwood Addition Consolidated, Ratified, Restated and Amended Deed Restrictions as amended (the "Deed Restrictions") covering and affecting Section 1, Section 2 and Section 3 of Sandalwood Addition ("Sandalwood"), John D. Taylor Survey, Harris County, Texas; and

Handwritten initials "JDT" at the end of the first paragraph.

WHEREAS, it is the desire of a majority of all lots in Sandalwood to increase the annual maintenance charges as described in the Deed Restrictions, and to amend the Deed Restrictions to reflect such increase;

NOW, THEREFORE, pursuant to Article V., Section (1) of the Deed Restrictions, a majority of all lots in Sandalwood have voted on and approved an increase in the current maintenance charges of \$650.00 per year to a new rate of \$845.00 per year. In this light, the following portion of Article V., Section (1) is amended to read as follows:

" ... Such annual maintenance charges are currently \$845.00 per year and may be adjusted, altered or waived from year to year, as the needs of the property may, in the judgment of the Civic Club require, provided that the owners of at least a majority of the lots agree to such adjustment..."

This notice is executed by the undersigned on this 16th day of December, 2003 and is filed pursuant to, and in accordance with, Article VI., Section (1) of the Deed Restrictions.

Handwritten signature of John Wilson
John Wilson, President

Handwritten signature of Denise Herzberg
Denise Herzberg, Secretary

FILE FOR RECORD
8:00 AM

DEC 19 2003

Handwritten signature of County Clerk
County Clerk, Harris County, Texas

Acknowledgments

STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS

This instrument was acknowledged before me on this 16th day of December, 2003, by John Wilson.



David B. Rae
Notary Public, State of Texas

Print or Type Name of Notary

My Commission Expires: _____

STATE OF TEXAS §
 §
 §
COUNTY OF HARRIS

This instrument was acknowledged before me on this 16th day of December, 2003, by Denise Herzberg.



David B. Rae
Notary Public, State of Texas

Print or Type Name of Notary

My Commission Expires: _____

After recording, please return to:

David B. Rae
2727 Allen Parkway, Suite 1700
Houston, Texas 77019-2125

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. 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 said Property of Harris County, Texas on

DEC 19 2003



Emily B. Raymond
COUNTY CLERK
HARRIS COUNTY, TEXAS