

7.  
Amend

lee

**ARTICLES OF AMENDMENT TO  
(1) DEED RESTRICTIONS OF SECTIONS 1, 2, AND 3 OF SANDALWOOD  
ADDITION, (2) BYLAWS OF SANDALWOOD CIVIC CLUB, INC., AND (3)  
ARTICLES OF INCORPORATION OF SANDALWOOD CIVIC CLUB, INC.**

RECITALS

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 (1) the Deed Restrictions of Sandalwood, (2) the Bylaws of Sandalwood Civic Club, Inc, and (3) the Articles of Amendment of Sandalwood Civic Club, Inc., as hereafter provided.

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

**Amendment to Articles of Incorporation:**

Article Three, Section (b) of the Articles of Incorporation is Amended to read as follows:

(b) To assess and collect annual maintenance charges from the shareholders, and one-time and other charges, non-refundable fees and refundable deposits authorized by the bylaws and the deed restrictions, which funds are to be disbursed and used for the maintenance and upkeep of the property of the corporation and doing any other thing necessary for the general benefit of the corporation.

**Amendment to Bylaws:**

Article (IX) of the By-Laws is Amended by adding the following as a new Section, so that it will read as follows:

**SECTION 10 ARCHITECTURAL CONTROL COMMITTEE FEES**

The Board of Directors of the Sandalwood Civic Club is authorized to charge a property owner who builds a new home, or remodels an existing home which changes the roofline or increases the square footage, and which requires approval from the Architectural Control Committee ("ACC") a fee to apply for ACC approval, for monitoring and inspection of construction progress, and for inspection for compliance with the ACC-approved plans upon completion, in an amount not to exceed \$1,500. The Board of Directors of the Civic Club is authorized to establish rules and procedures for the payment of such fees. The Board of Directors or the ACC may in their discretion waive all or any portion of

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such fees if it is believed that because of the size or nature of the plan submitted for approval, minimal time will be needed for review, approval and inspection.

Article IX of the By-Laws is Amended so that it will reads as follows:

**SECTION (11) CONSTRUCTION, CLEAN-UP AND COMPLIANCE DEPOSITS**

The Board of Directors of the Sandalwood Civic Club, on its own or through the ACC, is authorized to require a property owner who does any new home construction, or remodeling of an existing home which changes the roof line or increases the square footage that requires approval from the Architectural Control Committee ("ACC") to post a cash deposit (in a form and with conditions satisfactory to the Board of Directors) in the amount of \$10,000 to insure that clean up during and after construction will be done properly and timely and that, when completed, the construction will comply with the ACC-approved plans and Deed Restrictions.

- (a) If the Civic Club posts a written notice at the construction site advising that clean up is not being done properly and advising what actions should be taken to remedy the deficiency, and if such actions are not taken within three weekdays, the Civic Club may pay someone else to remedy the deficiency, in which event the Civic Club shall be promptly reimbursed by a payment taken from the deposit.
- (b) If upon completion and inspection, the ACC certifies that construction was done in compliance with plans that it approved and is consistent with the Deed Restrictions, any sums remaining on the cash deposit shall be refunded.
- (c) If following completion and inspection, the ACC advises the Board that construction is not in compliance with ACC-approved plans or Deed Restrictions, the Board shall give the property owner notice of the particulars and a description of what must be done to comply with the ACC-approved plans, in which event the property owner shall have thirty days (or such longer period of time as the Board may in its discretion grant) to correct the problem. If the property owner fails to do so within those thirty days (or such longer period of time as the Board may in its discretion grant), the Board shall institute legal proceedings in a court of competent jurisdiction to compel compliance with the Deed Restrictions. If the Board thereafter substantially prevails (either by way of obtaining a judgment in its favor or by way of settlement), the Board shall be promptly reimbursed for its reasonable attorneys' fees and costs of suit by a payment taken from the deposit; provided however, that if the remaining deposit is insufficient to satisfy such fees and costs, the property owner will not be relieved of any liability to pay

such amounts to the Board. Thereafter, any remaining amounts still on deposit shall be released or refunded to the property owner.

(d) The Board of Directors of the Civic Club is authorized to establish rules and procedures for the posting of such cash deposits and for the release or refunding of unspent sums. The Board may in its discretion waive the deposit of all or any portion of such cash deposit if the Board in its sole discretion is satisfied that clean up will be done properly and timely and that construction is or will be in compliance with ACC-approved plans and the Deed Restrictions.

**Amendment to Deed Restrictions:**

Amend Article II, Section (16) of the Deed Restrictions is Amended so that it reads as follows:

**Article II, BUILDINGS, STRUCTURES AND IMPROVEMENTS, Section (16) shall be amended to read as follows:**

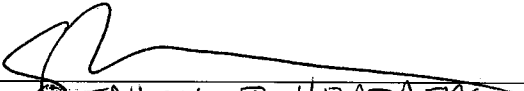
- A. **No existing home may be demolished nor may any lot be cleared of trees prior to any construction that requires the prior approval of the Architectural Control Committee (ACC) without first submitting a tree survey identifying the size and location of each tree located on the lot with a diameter of six inches (6") or greater, measured at a point four feet (4') above ground level. Prior to commencing any such demolition or clearing, the owner of the lot shall submit the tree survey to ACC and receive a written acknowledgement that the tree survey meets the requirements of this paragraph.**
- B. 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. **Before any new construction may be approved by the ACC, the owner of the lot shall submit a tree replacement plan to the ACC along with all other submittals required by the ACC, and such plan shall identify the replacement trees to be planted and provide a plan for the protection and preservation of trees that are not proposed to be removed in connection with any construction on the lot. No site clearing, site preparation, or construction work may be performed until the tree replacement, protection and preservation plan has been approved** 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.

- C. **For each tree subject to paragraph A, and B, above having a diameter greater than twenty inches (20") that is removed, a replacement tree with a diameter of at least four inches (4") shall be planted.**

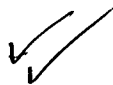
SANDALWOOD CIVIC CLUB, INC.

1072

  
By: STEPHEN J. HERZBERG  
Its: PRESIDENT

**AFTER FILING, RETURN TO:**

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



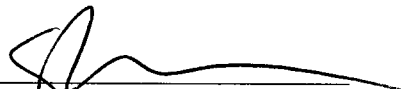
029-03-0075

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

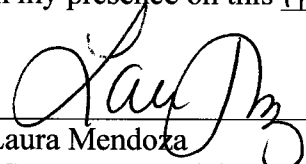
BE IT REMEMBERED that on the 19<sup>th</sup> day of September 2006, the Board of Directors duly convened pursuant to call and with a quorum of 9 being present, and pursuant to motion duly made and seconded voted by a tally of 9 in favor and 0 opposed to endorse, recommend, approve adopt and ratify the foregoing Articles of Amendment to (1) Deed Restrictions of Sections 1, 2, and 3 of Sandalwood Addition, (2) Bylaws of Sandalwood Civic Club, Inc., and (3) Articles of Incorporation of Sandalwood Civic Club, Inc.

BE IT FURTHER REMEMBERED that the Board directed the officers to execute and record any and all documents they deems necessary or convenient to effectuate the above Amendments.


DATED this 19<sup>th</sup> day of September, 2006.

  
Steve Herzberg,  
President, Sandalwood Civic Club, Inc.

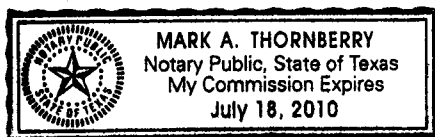
I hereby certify and attest that Steve Herzberg is the President of Sandalwood Civic Club, Inc., and he did sign this instrument in my presence on this 19<sup>th</sup> day of September, 2006.

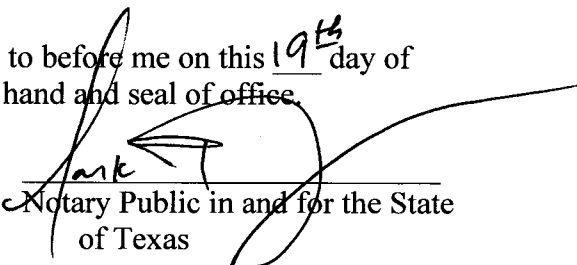
  
Laura Mendoza  
Secretary, Sandalwood Civic Club, Inc.

I hereby further certify and attest that attached hereto is a correct tabulation of the votes regarding the above described amendments.

  
Laura Mendoza  
Secretary, Sandalwood Civic Club, Inc.

Subscribed, Acknowledged and Sworn to before me on this 19<sup>th</sup> day of September, 2006, to certify which witness my hand and seal of office.



  
Notary Public in and for the State  
of Texas

Sandalwood Election Results

	#1 Yes	#1 No	#2 Yes	#2 No	#3 Yes	#3 No
<b>Section 1</b>	83					
Sectional to Pass	<b>42</b>	16	52	15.5	48	20
<b>Section 2</b>	70					
Sectional to Pass	<b>35.5</b>	9.5	44	12	40.5	15
<b>Section 3</b>	30					
Sectional to Pass	<b>15.5</b>	5	19	5	21	3
<b>Non Sectional Pass</b>	<b>92</b>	30.5	<b>115</b>	32.5	<b>109.5</b>	38
% of 100%	64.92%	16.85%	63.54%	17.96%	60.50%	20.99%

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Sandalwood Election Results

#4 Yes	#4 No	#5 Yes	#5 No
57	10	57	11
48	8	46.5	9
22	2	22	2
127	20	125.5	22
70.17%	11.05%	69.34%	12.15%

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

SEP 21 2006



*Dorely B. Kaufman*  
 COUNTY CLERK  
 HARRIS COUNTY, TEXAS

*Dorely B. Kaufman*  
 COUNTY CLERK  
 HARRIS COUNTY, TEXAS

2006 SEP 21 PM 1:24

FILED

Amended

20070639933  
10/24/2007 RP3 \$20.00

**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

file

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 charge of \$845.00 per year to a new rate of \$1,080.00 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 \$1,080.00 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 18<sup>th</sup> day of October, 2007 and is filed pursuant to, and in accordance with Article VI., Section (1) of the Deed Restrictions.

Robert M. Schick, President of the Sandalwood Civic Club

Laura Mendoza, Secretary of the Sandalwood Civic Club

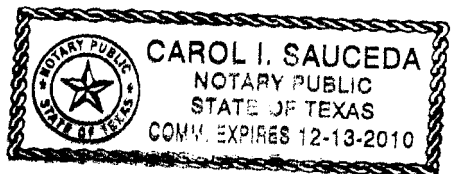
2007-10-24-0923

FILED  
2007 OCT 24 AM 9:15  
County Clerk  
HARRIS COUNTY, TEXAS

Acknowledgements

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

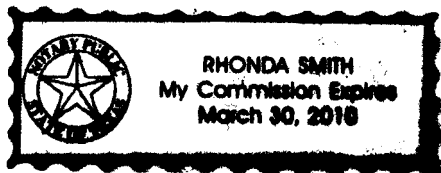
This instrument was acknowledged before me on this 18<sup>th</sup> day of October, 2007, by Robert M. Schick.



Carol Saucedo  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on this 11 day of October, 2007, by Laura Mendoza.



Rhonda Smith  
Notary Public, State of Texas

After recording, please return to:

Robert M. Schick  
1001 Fannin Street, Suit 2500  
Houston, Texas 77002

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 the number Sequence on the date and at time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

OCT 24 2007



Beverly B. Keyman  
COUNTY CLERK  
HARRIS COUNTY, TEXAS