

Restrictions, Reservations and Covenants

The State of Texas

County of Harris

That INDIAN WOODS, INC. ("Declarant"), a Texas corporation, being the owner of all those certain parcel(s) of land (the "Property") described in Exhibit "A", attached hereto and incorporated herein for all purposes, to which reference is here made for all purposes, as well as other property contiguous thereto described as "Reserve", does hereby adopt and make applicable to all of the Property, the restrictions, conditions and covenants hereinafter set forth.

Reservations

- (1) A perpetual easement for purposes of ingress and egress in and to each and all of the several parcel(s) as described in Exhibit "b" attached hereto and incorporated herein is hereby reserved.
- (2) Declarant reserves the exclusive right to erect and maintain in, over, upon, along and under the streets and roads wires and poles for the purpose of constructing and maintaining a system of electric lights, power, telegraph and telephone lines and connections; and to construct, lay, and maintain in , along and under any and all of said streets and roads and along easements provided for the construction and maintenance of a system of drainage and a system of sewerage and for the supply of water, gas, light and power, and telephone service to the Property and the inhabitants thereof; and for all other purposes incident to the development and use of said property as a community unit.
- (3) Neither Declarant, nor any utility company using the easements shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or other property of the owner situated on the land included within the area of such easements.
- (4) It is understood and agreed that the title conveyed by Declarant to any parcel of land by contract, deed or other conveyance shall be, in all events, subject to the easements on roads, water, gas, sewer, storm sewer, or other utility lines of appurtenances thereto.

Restrictions

- (1) These restrictions shall be effective until June 1, 1998 and shall automatically be extended thereafter for successive periods of 10 years; provided, however, that the owners of a majority of the square foot area of the Property may release, alter, amend or change any of such restrictions either as to the entire property or to portions thereof, such release, alteration or change to be effective either on June 1, 1998 or at the expiration of any 10 year period thereafter. Such release, alteration, or change shall be effected by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing same for record in the office of the County Clerk of Harris County, Texas, at any time prior to 2 years preceding the expiration of any successive 10 year period thereafter.
- (2) All property shall be used for single family dwellings, residential and recreational purposes only. No commercial uses shall be permitted, maintained or carried on. Any business, commercial or professional activity on any Tract or in any structure thereon which disturbs the exclusively residential character and tranquility of the Subdivision shall be prohibited. Prohibited activity shall be defined as any such activity which creates disruptions or a nuisance to the neighborhood or any such activity that can be seen, heard or smelled outside the Tract or the structures thereon. Prohibited buildings and uses shall include, but not limited to: commercial buildings; warehouses; store fronts of any kind; machine shops, vehicle repair or body shops; foundries; brickyards; cemeteries or crematories; hospitals or clinics; slaughter houses, meat processing plants or tanneries; veterinary offices, clinics or hospitals; rendering plants; junk yards; open storage or storage units; apartments, boarding houses, hotels, motels or other places of accommodation. Indications of such prohibited activity or uses shall include but not be limited to noise, visible storing of supplies or equipment, increased pedestrian or vehicle traffic, increased parking of vehicles, increased deliveries, signs, advertising, emissions of dust, smoke, gasses, chemicals, odors, lights, radio signals, or discharges of non-household wastes into the sewage system. The forgoing restriction shall not be construed in such manner as to prohibit an Owner or resident from (a) keeping his or her own business or professional records or accounts; or (b) handling his or her own business or professional telephone calls or correspondence, because such uses are expressly declared customarily incidental to the principal residential use and not in violation of these restrictions. The Board has the authority to interpret and enforce the provisions concerning commercial and business uses and restrictions.
- (3) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the Property, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Property. No

derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

- (4) No construction shall be commenced and no building shall be erected, altered, added to, or placed on the Property until the building plans, specifications and plot plan showing the location of such building or improvement have been approved in writing by the Architectural Control Committee as to conformity with applicable restrictions, quality of construction and harmony of external design and color with existing structures in the Subdivision, and as to location of the building or improvement with respect to topography and finished ground elevation. Said written approval must be given and signed by at least three (3) of then four (4) Architectural Control Committee members; in the event that there is a vacancy in the Architectural Control Committee and the vacancy cannot be filled in the time required for considering construction plans, a majority of the remaining Committee members may consider the plans and approve or disapprove the plans and may sign a written approval of the plans.

The Architectural Control Committee shall be composed of the officers of Indian Woods Homeowner's Association ("the Association"). A vacancy on the Architectural Control Committee shall be filled in the same way and at the same time as a vacancy on the Board of Directors pursuant to the provisions of the Bylaws of the Association. Neither the members of such Committee, nor its designated representatives, if any, shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee has the authority to interpret and enforce the architectural standards set forth herein. In addition, the Architectural Control Committee has the authority to make and publish additional architectural guidelines applicable to the Subdivision; said architectural guidelines shall be filed of record in the Real Property Records of Harris County, Texas and shall be enforceable as if said guidelines were included herein.

In the event said Architectural Control Committee or its designated representatives fail to approve or disapprove such design and location within ninety (90) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection or construction of such building or improvement or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

- (5) No building shall be located on the property nearer to the front property line or nearer to the side street line than the minimum building setback lines as may be established by the Architectural Control Committee. No zero lot lines shall be permitted. In no event shall any building be located nearer than twenty-five (25)

feet to the front road easement line or nearer than ten (10) feet to an interior property line.

- (6) No portion of the Property less than one-half acre shall ever be used as a building site, nor shall a fractional part of the Property be used for any other purpose other than in conjunction with an adjoining portion of the Property. No property or tract, or portion of any property or tract, shall ever be used for a road (either permanent or temporary) from Indian Trail to any adjoining property or easement.
- (7) No obnoxious or offensive activities shall be carried on upon the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (8) No sign of any kind shall be displayed to the public view on the Property, except small signs designating names of the owner of such property. No signs shall be erected without the prior consent of the Architectural Control Committee created hereby.
- (9) No building shall be placed nor shall any material or refuse be placed or stored on the Property within 20 feet of the property line of any part or edge of any open water course, except clean fill may be placed nearer provided the natural water course and flow is not altered or blocked by such fill.
- (10) The heated living area of the main structure of any residential building shall not be less than 1800 square feet, exclusive of open porches and garages.
- (11) No trailer, mobile home, basement, tent, shack, garage, barn or outbuilding shall be any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- (12) The removal of dirt from the property is expressly prohibited, and no excavation, except such as may be necessary for the construction of improvements, shall be permitted.
- (13) All of the Property shall be kept in a neat and orderly condition; grass and weeds shall be cut regularly and trash, junk and refuse shall not be kept or allowed on the Property, nor shall unsightly articles, objects or things be placed thereon. In the event of default in the strict performance of this covenant, Declarant, its successors and assigns, may, without notice to the owner thereof, enter upon said premises and cut grass and weeds thereon, and remove and dispose of trash, junk and unsightly articles or objects. Upon any such work being done, Declarant, its successors and assigns, shall render a written statement of the expense thereof to the owner of any parcel of the Property, who shall immediately pay the full amount thereof in cash. All such obligations of owner to any such amounts shall be secured by a lien upon and against the parcel of the Property upon which such work was

performed. The necessity of the performance of such work shall be in the sole discretion of Declarant, its successors and assigns.

- (14) No cesspool shall ever be dug, used or maintained on the Property, and whenever a residence is constructed on the Property it shall provide an inside toilet and shall be connected with a septic tank until such time as sanitary sewers may be available for use in connection therewith. Drainage or septic tanks into roads, streets or open ditches is strictly prohibited. All septic tanks and connecting installations shall be installed and maintained in strict accordance with the rules and regulations of the State Board of Health and other applicable governmental regulations. No outside toilets shall be allowed.
- (15) The exterior of all frame structures, and all framework on the exterior of all other structures shall be covered immediately upon completion with at least two coats of good paint or other type of wood preservative approved by the Architectural Control Committee and the exterior shall be completely constructed within six (6) months from the date of commencement.
- (16) Drainage structures used under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of 1-3/4 square feet (18-inch diameter pipe culvert) or of such larger size as may be required to insure proper drainage. Culverts must be used for driveways and for walk, sand shall be installed in a manner that will not obstruct the flow of water in ditches and their inside bottom must be even with or below the level of the ditch.
- (17) Domestic household pets, such as dogs, cats and the like, may be kept on the premises, provided they are not kept, bred, or maintained for commercial purposes, and the number of such domestic pets per home or tract shall not exceed three (3). No wild animals may be kept on any lot or tract or within any building or cage. No pigs, cows or goats or other grazing animals may be kept on the premises, except that a maximum of two (2) horses may be kept on a ½ acre lot. Any quarters or shelters for animals, including but not limited to structures such as dog houses, dog runs, and the like, shall be built in accordance with plans and specifications approved by the Architectural Control Committee for approval, and the same shall be built and kept in a neat, safe and sanitary manner. Buildings for housing any such animals shall not be located nearer to the front road easement of any parcel than two-thirds the depth of such parcel measured along the shorter of its side lines. Adequate fences shall be maintained for any such animals in order to prevent their trespassing onto or damaging other properties. All animal waste or other refuse related to the keeping of animals must be disposed of properly, and all applicable health regulations must be strictly complied with. The Board or the Architectural

Control Committee may make such additional rules and regulations concerning the keeping of pets and animals as it may deem proper and desirable to maintain the Subdivision in a high class, healthful and safe manner. Said rules and regulations shall be filed of record in the Real Property Records of Harris County, Texas and shall be enforceable as if said rules and regulations were included herein. Any animals on the premises that pose a safety risk or danger to other owners, residents, property or animals shall be removed from the Property permanently.

(18) No fence, structure or surface impediment of any kind shall be built, kept or maintained on the areas shown on said plat as easements. No fence in the front of the property may be made of chain link or like materials. Privacy fences shall not be erected across the front of the property parallel to the street; short picket fences, short split rail fences or shrubbery is permitted across the front of the property, provided any such improvements do not obstruct the view of drivers or otherwise endanger the safety of individuals.

(19) Maintenance Assessment Lien and Personal Obligation of Assessment : Each Tract in the Subdivision shall be subject to annual maintenance assessments and approved special assessments. Each Owner of a Tract or Lot, by acceptance of a deed therefore, whether or not it shall be so expressed, shall be deemed to covenant and agree to pay such assessments. The assessments are payable to Indian Woods Homeowner's Association and such annual maintenance assessments and special assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The annual maintenance assessments are due on or before June 15th of each year. Annual assessments apply to the current year, the current year being from January to December.

Remedies for Non-Payment of Assessments : Notice shall be sent in May of each year regarding dues payable. Annual maintenance assessments are due on or before June 15th of each year, whether or not the owner has received the Associations notice. If the current year's assessments are not paid by July 15th, a second notice shall be sent to the title owner of the property. Annual maintenance assessments not paid in full by August 15th are deemed delinquent. The Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the Tract involved, or both. All costs of collection, including late penalties, court costs and reasonable attorney fees incurred in collecting the delinquency shall be assessed against the owner and shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. A late penalty in the amount of ten percent (10%) interest per annum shall commence to accrue from the due date of the assessments until the date the assessments are paid. Said late penalty shall also be a charge on the land

and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with all applicable penalties, court costs, and reasonable attorney fees, shall be the personal obligation of the person, persons, or entity who or which was the Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by such successors.

Annual Assessment Rate : The annual maintenance assessment at the time of filing this Amendment shall be sixty dollars(\$60.00) per year, per improved or unimproved tract.

The Board may increase the annual maintenance assessment for any given year by a two-thirds (2/3) vote of the Board of Directors of the Association, at a regular posted meeting of the Board of Directors or a special meeting duly called for this purpose.

Special Assessments : Special assessments for a temporary increase in needed operating funds may be assessed by a two-thirds (2/3) vote of the total number of owners in person or by proxy at a regular meeting or at a meeting duly called for such purpose. Special Assessments shall not include the annual maintenance assessment. Special Assessment proposals shall include the reason for the assessment, the amount of the assessment, the expected length of time that the assessment will be in place, and the expected payment schedule. Any extension of a Special Assessment will require approval on the same terms as required in this provision for the initial Special Assessment. Remedies for nonpayment of special assessments shall be the same as the remedies for nonpayment of annual assessments. Special assessments, plus applicable late penalties, collection costs, attorney's fees, are a charge on the tracts and shall be a continuing lien against the tract, and shall be the personal obligation of the person who was the owner of the tract at the time the special assessment fell due.

Voting : Voting on the issue of approving special assessments, or for any other issue, may be in person or by proxy at the regular meeting or at a meeting duly called for such purpose. Each property owner is allowed to cast one vote per tract. In the case of rental property, the owner shall pay the dues and the owner shall have the voting right.

Purposes of Annual Maintenance Assessments : Assessments levied by the Association shall be used for the general purposes of promoting the property values, recreation, health, safety, and welfare of the Owners. So far as the assessment fund is sufficient, the Association shall apply the fund to the payment of expenses incurred

including, but not limited to, the following purposes: payment of legal and all other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions, conditions and architectural guidelines affecting the properties to which the annual maintenance assessment applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the annual maintenance assessments and any Special Assessments; employing policemen or constables; and doing any other thing necessary or desirable in the opinion of the Association to keep the Subdivision neat and in good order, or which the Association considers of general benefit to the owners or occupants of the Property, it being understood that the judgment of the Association, in the expenditure of such funds, shall be final and conclusive as long as such judgment is exercised in good faith.

It is contemplated that the Association may, but is not required to, construct various community improvements within the Property, and in such event will find it necessary to secure adequate financing for such construction. The Association has the express power, right and authority to pledge, assign, transfer, convey, hypothecate, collaterally assign or otherwise mortgage any monies paid to or to be paid into the maintenance fund in connection with the financing of such construction, or in the repayment thereof to any person advancing funds therefore.

- (20) Enforcement of Restrictions The association (by and through the Board of Directors or the Architectural Control Committee) and any Owner of any tract in the Subdivision, shall have the right to enforce, by proceedings at law or in equity, these restrictive covenants. The Association shall individually have the right to file suit for damages and to prosecute any proceedings at law or in equity to compel compliance with the provisions of these restrictions, and to pursue any other remedies available to the Association set forth in these restrictive covenants or as provided by law. All expenses incurred by the Association to enforce these restrictive covenants, including actual attorney's fees and other reasonable costs relating to violations of the restrictive covenants, shall be reimbursed by the owner against whom such enforcement was sought, whether or not a lawsuit against the owner is ultimately filed. This right of enforcement shall not create a duty or obligation of any kind to enforce same, and no claim, demand or cause of action shall accrue, nor shall any claim, demand or cause of action be brought or maintained by anyone whomsoever against the Association for or because of its failure or delay to exercise any right, power, or remedy herein provided for in the event of such breach, or for imposing herein restrictions and covenants which may be unenforceable. The various rights and remedies of the Association and the owners of the tracts, as heretofore set out, are and shall be cumulative of and in

and enforced without in any way affecting the right of the Association or the owners of the lots to use, rely upon, and enforce the others, or any of them.

Severability Invalidation of any one of the restrictions, reservations, covenants, conditions or easements by judgment or Court Order shall in no way effect any other provision or provisions which shall remain in full force and effect.

Non-waiver Any delay or omission on the part of the Association or the owner of any tract to take any action upon a breach or default of any restrictive covenant herein shall not be deemed a waiver or abandonment thereof or acquiescence therein: likewise, any delay or omission on the part of the Association or any owner of any lot to take any action upon a breach or default of any restrictive covenant shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

(21) Quarterly Officer Meetings The Officers of the Association shall meet once per quarter to consider ACC requests and conduct such other business as they deem necessary and/or appropriate.

- Original Restrictions, Reservations and Covenants were filed/executed in Harris County on December 7, 1977.
- First Amendment to the Restrictions, Reservations and Covenants for Indian Woods were filed/executed in Harris County on July 23, 2004.

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RESTRICTIONS,
RESERVATIONS AND COVENANTS

THE STATE OF TEXAS
COUNTY OF HARRIS

That INDIAN WOODS, INC. ("Declarant"), a Texas corporation, being the owner of all those certain parcel(s) of land (the "Property") described in Exhibit "A", attached hereto and incorporated herein for all purposes, to which reference is here made for all purposes, as well as other property contiguous thereto described as "Reserve", does hereby adopt and make applicable to all of the Property, the restrictions, conditions and covenants hereinafter set forth.

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Reservations

(1) A perpetual easement for purposes of ingress and egress in and to each and all of the several parcel(s) as described in Exhibit "B" attached hereto and incorporated herein is hereby reserved.

(2) Declarant reserves the exclusive right to erect and maintain in, over, upon, along and under the streets and roads wires and poles for the purpose of constructing and maintaining a system of electric lights, power, telegraph and telephone lines and connections; and to construct, lay, and maintain in, along and under any and all of said streets and roads and along easements provided for the construction and maintenance of a system of drainage and a system of sewerage and for the supply of water, gas, light and power, and telephone service to the Property and the inhabitants thereof; and for all other purposes incident to the development and use of said property as a community unit.

(3) Neither Declarant, nor any utility company, using the easements shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery,

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trees or other property of the owner situated on the land included within the area of such easements.

(4) It is understood and agreed that the title conveyed by Defendant to any parcel of land by contract, deed or other conveyance shall be, in all events, subject to the easements on roads, water, gas, sewer, storm sewer, or other utility lines or appurtenances thereto.

Restrictions

(1) These restrictions shall be effective until June 1, 1998, and shall automatically be extended thereafter for successive periods of 10 years; provided, however, that the owners of a majority of the square foot area of the Property may release, alter, amend or change any of such restrictions either as to the entire Property or to portions thereof, such release, alteration or change to be effective either on June 1, 1998, or at the expiration of any 10 year period thereafter. Such release, alteration, or change shall be effected by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing same for record in the office of the County Clerk of Harris County, Texas, at any time prior to 2 years preceding June 1, 1998, or at any time prior to 2 years preceding the expiration of any successive 10 year period thereafter.

(2) All property shall be used for residential or recreational purposes only. There shall never be erected, permitted, maintained or carried on upon the Property, or any part thereof, any foundry, brick yard, cemetery, crematory or any establishment for the care or cure of persons afflicted with tuberculosis, or any institution for the care or restraint of the mentally impaired or any detention home or reform school or asylum or any institution of like or kindred nature, or any

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slaughter house or tannery; nor shall there be erected, permitted, maintained or carried on thereon any veterinary hospital, abattoir, rendering plant, junk yard, open storage or any other activity or purpose which is notoriously known in advance to create or emit highly obnoxious odors, vapors or noises, or which is otherwise notoriously known in advance to be obnoxious or offensive to the use and enjoyment of the surrounding area for residential purposes.

(3) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the Property, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

(4) No building shall be erected, altered or placed on the Property, including business or commercial property, until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the Property, as to compliance with restrictions, and as to location of the building with respect to topography and finished ground elevation by a majority of an Architectural Control Committee to be appointed by the Declarant.

In the event said committee or its designated representative fails to approve or disapprove such design and location within 30 days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with.

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Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee shall cease on and after January 1, 1988. Thereafter the approval described in this covenant shall not be required unless, prior to said date, a written instrument shall be executed by the then record owners of a majority of the Property and duly recorded in the Office of the County Clerk of Harris County, Texas, appointing a committee who shall thereafter exercise the same powers herein granted.

(5) No building shall be located on the Property nearer to the front property line or nearer to the side street line than the minimum building setback lines as may be established by the Architectural Control Committee. In any event no building shall be located nearer than 25 feet to the front road easement line or nearer than 10 feet to an interior property line.

(6) No portion of the Property less than one-half (1/2) acre shall ever be used as a building site, nor shall a fractional part of the Property be used for any other purpose other than in conjunction with an adjoining portion of the Property.

(7) No obnoxious or offensive activities shall be carried on upon the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(8) No sign of any kind shall be displayed to the public view on the Property, except small signs designating names of the owner of such property. No signs shall be erected without the prior consent of the Architectural Control Committee created hereby.

(9) No building shall be placed nor shall any material or refuse be placed or stored on the Property within

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20 feet of the property line of any part or edge of any open water course, except clean fill may be placed nearer provided the natural water course and flow is not altered or blocked by such fill.

(10) The heated living area of the main structure of any residential building shall not be less than 1800 square feet, exclusive of open porches and garages.

(11) No trailer, mobile home, basement, tent, shack, garage, barn or outbuilding shall be any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(12) The removal of dirt from the Property is expressly prohibited, and no excavation, except such as may be necessary for the construction of improvements, shall be permitted.

(13) All of the Property shall be kept in a neat and orderly condition; grass and weeds shall be cut regularly and trash, junk and refuse shall not be kept or allowed on the Property, nor shall unsightly articles, objects or things be placed thereon. In the event of default in the strict performance of this covenant, Declarant, its successors and assigns, may, without notice to the owner thereof, enter upon said premises and cut grass and weeds thereon, and remove and dispose of trash, junk and unsightly articles or objects. Upon any such work being done, Declarant, its successors and assigns, shall render a written statement of the expense thereof to the owner of any parcel of the Property, who shall immediately pay the full amount thereof in cash. All such obligations of owner to any such amounts shall be secured by a lien upon and against the parcel of the Property upon which such work was performed. The necessity of the performance of such work shall be in the sole discretion of Declarant, its successors and assigns.

(14) No cesspool shall ever be dug, used or maintained on the Property, and whenever a residence is constructed on the

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Property it shall provide an inside toilet and shall be connected with a septic tank until such time as sanitary sewers may be available for use in connection therewith. Drainage or septic tanks into roads, streets or open ditches is strictly prohibited. All septic tanks and connecting installations shall be installed and maintained in strict accordance with the rules and regulations of the State Board of Health and other applicable governmental regulations. No outside toilets shall be allowed.

(15) The exterior of all frame structures, and all framework on the exterior of all other structures shall be covered immediately upon completion with at least two coats of good paint or other type of wood preservative approved by the Architectural Control Committee and the exterior shall be completely constructed within six (6) months from date of commencement.

(16) Drainage structures used under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of 1-3/4 square feet (18-inch diameter pipe culvert) or of such larger size as may be required to insure proper drainage. Culverts must be used for driveways and for walk, and shall be installed in a manner that will not obstruct the flow of water in ditches and their inside bottom must be even with or below the level of the ditch.

(17) Domestic household pets, such as dogs, cats and the like, may be kept on the premises, provided they are not kept, bred, or maintained for commercial purposes, and the number of such domestic pets per home or lot shall not exceed three. Any quarters or shelters for such animals such as dog houses, dog runs and the like, shall be built in accordance with plans and specifications approved by the Architectural Control Committee for approval, and the same shall be built and kept in a neat and sanitary manner. Buildings for housing any such animals shall be located not nearer to the front road

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essment of any parcel than two-thirds the depth of such parcel measured along the shorter of its side lines. Adequate fences shall be maintained for any such animals in order to prevent their trespassing on other properties. All refuse must be disposed of and all applicable health regulations must be strictly complied with. Declarant, its successors and assigns, reserves the right to make such additional rules and regulations concerning the keeping of pets and animals as it may deem proper and desirable to maintain the addition in a high class and healthful manner.

(18) No fence, structure or surface impediment of any kind shall be built, kept or maintained on the areas shown on said plat as easements.

(19) The residential property herein described is hereby subject to a maintenance charge for the purpose of creating a fund to be known as "INDIAN WOODS MAINTENANCE FUND" to be paid by Grantees from the undersigned and all subsequent owners of the herein described residential property, in conjunction with a like charge to be paid by the owners of other parcels of the Property which said charge shall be payable to INDIAN WOODS, INC., on June 15 of each year, commencing on June 15, 1978. Such maintenance charge shall not exceed \$5.00 per acre or portion thereof per month unless increased as hereafter set forth and shall be based on the total square footage contained in each parcel. To secure the payment of the maintenance charge, a vendor's lien will be retained against the above residential property, premises and improvements in deeds from the undersigned, its successors and assigns. After eighty percent (80%) of the Property has been sold by Declarant, the fund above described shall be transferred by Declarant to a home owners association established by the various owners of the parcels of the Property. Thereafter, the maintenance charge may be adjusted, increased or reduced by the board of directors of the home owners association. Declarant, and its successors shall not be required to pay

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maintenance charge on the property owned by it until January 1, 1983. INDIAN WOODS, INC. shall apply the total fund arising from such charge, so far as the same may be sufficient, toward the payment of expenses incurred for any and all of the following purposes: constructing and maintaining sport and recreational facilities; improving, beautifying and maintaining parks, parkways, right-of-way easements, and other public areas; collecting and disposing of garbage, ashes, rubbish and the like; payment of legal and all other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which annual maintenance charge applies; payment of all reasonable and necessary expenses in connection with the collection and administration of said maintenance charge; employing policemen and watchmen; providing fire protection; caring for vacant lots; subsidizing bus service; and doing any other thing necessary or desirable in the opinion of INDIAN WOODS, INC., to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the Property, it being understood that the judgment of INDIAN WOODS, INC., in the expenditure of said funds shall be final and conclusive as long as such judgment is exercised in good faith. Such maintenance charge shall in any event remain effective until June 1, 1998; and shall automatically be extended thereafter for successive periods of ten (10) years each; provided, however, that the owners of a majority of the square foot area of the Property subject to such maintenance charge may revoke such maintenance charge on either June 1, 1998, or at the end of any successive ten (10) year period thereafter, by executing and acknowledging an appropriate agreement, or agreement, in writing for such purpose and filing same for record in the office of the County Clerk of Harris County, Texas, at any

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time prior to two (2) years preceding the expiration of any successive ten (10) year period.

It is contemplated that INDIAN WOODS, INC., or its assignees or nominees will construct various community improvements within the Property, and in such event will find it necessary to secure adequate financing for such construction.

INDIAN WOODS, INC. is hereby given the express power, right, and authority to pledge, assign, transfer, convey, hypothecate, collaterally assign or otherwise mortgage any monies paid to or to be paid into the Maintenance Fund in connection with the financing of such construction, or in the repayment thereof to any person advancing funds therefor.

Declarant shall have the right to modify the restrictions with reference to location of setback or sideline restrictions to such extent as it deems for the best interest of the addition as a whole, but such modification must be in writing.

Declarant reserves the right to impose restrictions, reservations and covenants of like nature on real property now owned by Declarant and being contiguous to the Property; in such event the contiguous property would be subject to the Indian Woods Maintenance Fund.

If any of the aforesaid restrictions, covenants, conditions, and easements are violated, it shall be lawful for the said Declarant, and its heirs, successors and assigns, or any other person or persons then owning property to enforce the performance of said restrictions and to enjoin the violation or attempted violation of the same, or any such party or persons owning any real property may prosecute any proceedings at law or in equity against any such person or persons so violating or attempting to violate the same, and in addition thereto shall be entitled to injunctive relief, and shall also be entitled to any damages or other dues for violations of these restrictions. Invalidation of any one of the restrictions, covenants, conditions or easements by judgment or Court Order shall in no wise affect

198-12-0099

any of the other provisions which shall remain in full force and effect.

EXECUTED this 7th day of December, 1977.

INDIAN WOODS, INC.

By: Howard F. Smith
Howard F. Smith, President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared HOWARD F. SMITH, President of INDIAN WOODS, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the corporation, and that he executed the same as the act and deed of the corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of January, 1978.

Vincent A. Stuzli
Notary Public in and for
Harris County, Texas



VINCENT A. STUZLI, Notary Public in and for Harris County (839289). My commission expires July 5, 1979.

198-12-0160

EXHIBIT "A"

The surface only in and to 40.5574 acres of land, called 39.2 acres of land in deed recorded in Volume 1221, Page 716 of the Harris County Deed Records in the Wm. Perkins Survey, A-621, Harris County, Texas, said tract being more fully described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod found in a fence corner at the east R.O.W. line of Huffsmith-Koherville Road, said point is on the north line of the David Middleton Survey, A-536, and is the southwest corner and PLACE OF BEGINNING of the 40.5574 acre tract herein described;

THENCE N 0 degree 18' 31" W with a fence line on the east R.O.W. line of Huffsmith-Koherville Road, 334.13 feet to a 3/8" iron rod found;

THENCE N 1 degree 54' 24" W and continuing with said fence on R.O.W. line, 203.29 feet to a 3/4" iron pipe found in a fence corner, said point is the northwest corner of the 40.5574 acre tract herein described;

THENCE N 89 degrees 56' 17" E and with a fence line, 1251.90 feet to a concrete monument with 1 1/2" pipe cap in center, said point is the southwest corner of that tract described in Volume 642, Page 82 of the Harris County Deed Records;

THENCE S 89 degree 42' 01" E and continuing with said fence, 1056.25 feet to a concrete monument with 1 1/2" pipe cap in center, said point is the southwest corner of that tract described in Volume 217, Page 629 of the Harris County Deed Records;

THENCE S 89 degrees 33' 20" E and continuing with said fence, 1056.56 feet to a concrete monument with 1 1/2" pipe cap in center in fence line marking the west line of the E. Ballard Survey, A158 and being the northeast corner of the 40.5574 acre tract herein described;

THENCE South and with said fence line and west line of E. Ballard Survey, A-158, 502.90 feet to a old 12" diameter fence corner post marking the southwest corner of the E. Ballard Survey, A-158, and being on the north line of the David Middleton Survey, A-536, said point also is the south east corner of the 40.5574 acre tract herein described;

THENCE S 89 degrees 32' 16" W with a fence line on the north line of the David Middleton Survey, A-536, 3326.04 feet to the PLACE OF BEGINNING and containing 40.5574 acres of land more or less.

SAVE AND EXCEPT THOSE TWO RESERVE TRACTS DESCRIBED BELOW AS TRACT 1 AND TRACT 49:

198-12-0101

TRACT 1

FIELD NOTES

1.1644 acres of land out of a 40.5574 acre tract called 39.2 acres of land in deed recorded in Volume 1221, Page 716 of the Harris County Deed Records in the Wm. Perkins Survey, A-621, Harris County, Texas, said tract being more fully described by metes and bounds as follows:

BEGINNING at a point in centerline of 60 foot wide roadway, said point being N 00°18'31" W, 278.16 feet from a 3/4" iron rod found in a fence corner on the east right-of-way line of Huffsmith-Kohrville Road on the south line of the Wm. Perkins Survey, said point for corner being the southwest corner and PLACE OF BEGINNING of the 1.1644 acre tract herein described;

THENCE N 00°18'31" W, with east right-of-way line of Huffsmith-Kohrville Road, 56.00 feet to a 5/8" iron rod found at angle point in said right-of-way line;

THENCE N 01°54'24" W, with east right-of-way line of Huffsmith-Kohrville Road, 208.29 feet to a 3/4" iron pipe found marking the northwest corner of the 1.1644 acre tract herein described;

THENCE N 89°56'17" E, with northerly line of 40.5574 acre tract, 205.95 feet to a point marking the northeast corner of the 1.1644 acre tract herein described;

THENCE South, 241.13 feet to a point in centerline of 60 foot wide roadway, said point marking the southeast corner of the 1.1644 acre tract herein described;

THENCE in a southwesterly direction with a curve to the left having a radius of 2500.00 feet, a central angle of 4°35'12" and an arc length of 200.13 feet to the PLACE OF BEGINNING and containing 1.1644 acres of land.

EXHIBIT A

PAGE 2 OF 3 PAGES

198-12-0102

TRACT 49

FIELD NOTES

1.10 acres of land out of a 40.5574 acre tract called 39.2 acres of land in deed recorded in Volume 1221, Page 716 of the Harris County Deed Records in the Ms. Perkins Survey, A-521, Harris County, Texas, said tract being more fully described by metes and bounds as follows:

BEGINNING at a 3/4" iron rod found in a fence corner on the east right-of-way line of Huffsmith-Kohrville Road, said point is on the north line of the David Middleton Survey, A-536, and is the southwest corner and PLACE OF BEGINNING of the 1.10 acre tract herein described;

THENCE N 0°18'31" W with a fence line on the east Right-of-way line of Huffsmith-Kohrville Road, 278.18 feet to a point in the centerline of a 60 foot wide roadway, said point marking the northwest corner of the tract herein described;

THENCE in a northeasterly direction with the centerline of said roadway and with a curve to the right having a radius of 2500.00 feet, a central angle of 3°50'57" and an arc length of 167.96 feet to a point marking the northeast corner of the herein described tract;

THENCE South, 297.45 feet to a point marking the southeast corner of the herein described tract;

THENCE S 89°32'16" W, with southerly line of Ms. Perkins Survey, 165.16 feet to the PLACE OF BEGINNING and containing 1.10 acres of land.

EXHIBIT APAGE 3 OF 3 PAGES

**FIRST AMENDMENT TO THE RESTRICTIONS, RESERVATIONS AND
COVENANTS FOR INDIAN WOODS**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

PREAMBLE

WHEREAS, INDIAN WOODS, INC. (“Declarant”), a Texas Corporation, executed the Restrictions, Reservations and Covenants for Indian Woods Subdivision, dated December 7, 1977 (“the Original Declaration”), which was filed of record at File Number F650985, Film Code Number 198-12-0090, et seq., in the Official Public Records of Real Property of Harris County, Texas;

AND WHEREAS, pursuant to the power granted in the “Restrictions,” Section (1), page 2, of the Original Declaration and Section 204.003 of the Texas Property Code, the undersigned, being the Owners of a majority of the square foot area of the property in INDIAN WOODS SUBDIVISION, as that property is more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes, desire to amend the Original Restrictions as hereinafter provided.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, being the owners of a majority of the square foot area of the property in INDIAN WOODS SUBDIVISION, as shown by the Official Public Records of Real Property of Harris County, Texas, at the time of the filing of this instrument, do hereby amend the Original Restrictions by:

(1) deleting Section 2 under “Restrictions” on Page 2 of the Original Restrictions, and inserting in lieu thereof the following:

(2) All property shall be used for single family dwellings, residential and recreational purposes only. No commercial uses shall be permitted, maintained or carried on. Any business, commercial or professional activity on any Tract or in any structure thereon which disturbs the exclusively residential character and tranquility of the Subdivision shall be prohibited. Prohibited activity shall be defined as any such activity which creates disruptions or a nuisance to the neighborhood or any such activity that can be seen, heard or smelled outside the Tract or the structures thereon. Prohibited buildings and uses shall include, but not be limited to: commercial buildings; warehouses; store fronts of any kind; machine shops, vehicle repair or body shops; foundries; brick yards; cemeteries or crematories; hospitals or clinics; slaughter houses, meat processing plants or tanneries; veterinary offices, clinics or hospitals; rendering plants; junk yards; open storage or storage units; apartments, boarding houses, hotels, motels or other places of accommodation. Indications of such prohibited activity or uses shall include but not be limited to noise, visible storing of supplies or equipment, increased pedestrian or vehicle traffic, increased parking of vehicles, increased deliveries, signs, advertising, emissions of dust, smoke, gasses, chemicals, odors, lights, radio signals, or discharges of non-household wastes into the sewage system. The foregoing restriction shall not be construed in such manner as to prohibit an Owner or resident from (a) keeping his or her own business or professional records or accounts; or (b) handling his or her own business or professional telephone calls or correspondence, because such uses are expressly declared customarily incidental to the principal residential use and not in violation of the restrictions. The Board has the authority to interpret and enforce the provisions concerning commercial and business uses and restrictions.

(2) deleting Section (4) on Page 3 of the Original Restrictions, and inserting in lieu thereof the following:

(4) No construction shall be commenced and no building shall be erected, altered, added to, or placed on the Property until the building plans, specifications and plot plan showing the location of such building or improvement have been approved in writing by the Architectural Control Committee as to conformity with applicable restrictions, quality of construction and harmony of external design and color with existing structures in the Subdivision, and as to location of the building or improvement with respect to topography and finished ground elevation. Said written approval must be given and signed by at least three (3) of the four (4) Architectural Control Committee members; in the event that there is a vacancy in the Architectural Control Committee and the vacancy cannot be filled in the time required for considering construction plans, a majority of the remaining Committee members may consider the plans and approve or disapprove the plans and may sign a written approval of the plans.

The Architectural Control Committee shall be composed of the officers of Indian Woods Homeowner's Association ("the Association"). A vacancy on the Architectural Control Committee shall be filled in the same way and at the same time as a vacancy on the Board of Directors pursuant to the provisions of the Bylaws of the Association. Neither the members of such Committee, nor its designated representatives, if any, shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee has the authority to interpret and enforce the architectural standards set forth herein. In addition, the Architectural Control Committee has the authority to make and publish additional architectural guidelines applicable to the Subdivision; said architectural guidelines shall be filed of record in the Real Property Records of Harris County, Texas and shall be enforceable as if said guidelines were included herein.

In the event said Architectural Control Committee or its designated representatives fail to approve or disapprove such design and location within ninety (90) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection or construction of such building or improvement or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with.

(3) deleting Section 5 on Page 4 of the Original Restrictions and inserting in lieu thereof the following:

(5) No building shall be located on the Property nearer to the front property line or nearer to the side street line than the minimum building setback lines as may be established by the Architecture Control Committee. No zero lot lines shall be permitted. In no event shall any building be located nearer than twenty-five (25) feet to the front road easement line or nearer than ten (10) feet to an interior property line.

(4) deleting Section 6 on Page 4 of the Original Restrictions, and inserting in lieu thereof the following:

(6) No portion of the Property less than one-half acre shall ever be used as a building site, nor shall a fractional part of the Property be used for any other purpose other than in conjunction with an adjoining portion of the Property. No property or tract, or portion of any property or tract, shall ever be used for a road (either permanent or temporary) from Indian Trail to any adjoining property or easement.

(5) deleting Section 17 on Page 6 of the Original Restrictions, and inserting in lieu thereof the following:

(17) Domestic household pets, such as dogs, cats and the like, may be kept on the premises, provided they are not kept, bred, or maintained for commercial purposes, and the number of such domestic pets per home or tract shall not exceed three (3). No wild animals may be kept on any lot or tract or within any building or cage. No pigs, cows, goats or other grazing animals may be kept on the premises, except that a maximum of two (2) horses may be kept on a minimum ½ acre lot. Any quarters or shelters for animals, including but not limited to structures such as dog houses, dog runs, and the like, shall be built in accordance with plans and specifications approved by the Architectural Control Committee for approval, and the same shall be built and kept in a neat, safe and sanitary manner. Buildings for housing any such animals shall not be located nearer to the front road easement of any parcel than two-thirds the depth of such parcel measured along the shorter of its side lines. Adequate fences shall be maintained for any such animals in order to prevent their trespassing onto or damaging other properties. All animal waste or other refuse related to the keeping of animals must be disposed of properly, and all applicable health regulations must be strictly complied with. The Board or the Architectural Control Committee may make such additional rules and regulations concerning the keeping of pets and animals as it may deem proper and desirable to maintain the Subdivision in a high class, healthful and safe manner. Said rules and regulations shall be filed of record in the Real Property Records of Harris County, Texas and shall be enforceable as if said rules and regulations were included herein. Any animals on the premises that pose a safety risk or danger to other owners, residents, property or animals shall be removed from the Property permanently.

(6) deleting Section 18 on Page 7 of the Original Restrictions, and inserting in lieu thereof the following:

(18) No fence, structure or surface impediment of any kind shall be built, kept or maintained on the areas shown on said plat as easements. No fence in the front of the property may be made of chain link or like materials. Privacy fences shall not be erected across the front of the property parallel to the street; short picket fences, short split rail fences or shrubbery is permitted across the front of the property, provided any such improvements do not obstruct the view of drivers or otherwise endanger the safety of individuals.

(7) deleting Section 19 on Page 7 of the Original Restrictions, and inserting in lieu thereof the following:

(19) Maintenance Assessment Lien and Personal Obligation of Assessment:

Each Tract in the Subdivision shall be subject to annual maintenance assessments and approved special assessments. Each Owner of a Tract or Lot, by acceptance of a deed therefore, whether or not it shall be so expressed, shall be deemed to covenant and agree to pay such assessments. The assessments are payable to Indian Woods Homeowner's Association and such annual maintenance assessments and special assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The annual maintenance assessments are due on or before June 15th of each year. Annual assessments apply to the current year, the current year being from January to December.

Remedies for Non-Payment of Assessments: Notice shall be sent in May of each year regarding dues payable. Annual maintenance assessments are due on or before June 15th of each year, whether or not the owner has received the Association's notice. If the current year's assessments are not paid by July 15th, a second notice shall be sent to the title owner of the property. Annual maintenance assessments not paid in full by August 15th are deemed delinquent. The Association may bring an action at law against the owner personally obligated to

pay the assessment, or foreclose the lien against the Tract involved, or both. All costs of collection, including late penalties, court costs and reasonable attorney fees incurred in collecting the delinquency shall be assessed against the owner and shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. A late penalty in the amount of ten percent (10%) interest per annum shall commence to accrue from the due date of the assessments until the date the assessments are paid. Said late penalty shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with all applicable penalties, court costs, and reasonable attorney fees, shall be the personal obligation of the person, persons, or entity who or which was the Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by such successors.

Annual Assessment Rate: The annual maintenance assessment at the time of filing of this Amendment shall be sixty dollars (\$60.00) per year, per improved or unimproved tract.

The Board may increase the annual maintenance assessment for any given year by a two-third's (2/3) vote of the Board of Directors of the Association, at a regular posted meeting of the Board of Directors or a special meeting duly called for this purpose.

Special Assessments. Special Assessments for a temporary increase in needed operating funds may be assessed by a two-thirds (2/3) vote of the total number of owners in person or by proxy at a regular meeting or at a meeting duly called for such purpose. Special Assessments shall not include the annual maintenance assessment. Special Assessment proposals shall include the reason for the assessment, the amount of the assessment, the expected length of time that the assessment will be in place, and the expected payment schedule. Any extension of a Special Assessment will require approval on the same terms as required in this provision for the initial Special Assessment. Remedies for non-payment of special

assessments shall be the same as the remedies for non-payment of annual assessments. Special assessments, plus applicable late penalties, collection costs, and attorney's fees, are a charge on the tracts and shall be a continuing lien against the tract, and shall be the personal obligation of the person who was the owner of the tract at the time the special assessment fell due.

Voting. Voting on the issue of approving special assessments, or for any other issue, may be in person or by proxy at the regular meeting or at a meeting duly called for such purpose. Each property owner is allowed to cast one vote per tract. In the case of rental property, the owner shall pay the dues and the owner shall have the voting right.

Purposes of Annual Maintenance Assessments. Assessments levied by the Association shall be used for the general purposes of promoting the property values, recreation, health, safety, and welfare of the Owners. So far as the Assessment fund is sufficient, the Association shall apply the fund to the payment of expenses incurred including, but not limited to, the following purposes: payment of legal and all other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions, conditions and architectural guidelines affecting the properties to which the annual maintenance assessment applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the annual maintenance assessments and any Special Assessments; employing policemen or constables; and doing any other thing necessary or desirable in the opinion of the Association to keep the Subdivision neat and in good order, or which the Association considers of general benefit to the owners or occupants of the Property, it being understood that the judgment of the Association, in the expenditure of such funds, shall be final and conclusive as long as such judgment is exercised in good faith.

It is contemplated that the Association may, but is not required to, construct various community improvements within the Property, and in such event will find it necessary to secure adequate financing for such construction. The

Association has the express power, right and authority to pledge, assign, transfer, convey, hypothecate, collaterally assign or otherwise mortgage any monies paid to or to be paid into the maintenance fund in connection with the financing of such construction, or in the repayment thereof to any person advancing funds therefor.

(8) Subsequent to Section 19 as amended herein, Section 20 shall be added to the Original Restrictions, which shall provide the following:

(20) Enforcement of Restrictions. The Association (by and through the Board of Directors or the Architectural Control Committee) and any Owner of any tract in the Subdivision, shall have the right to enforce, by proceedings at law or in equity, these restrictive covenants. The Association shall individually have the right to file suit for damages and to prosecute any proceedings at law or in equity to compel compliance with the provisions of these restrictions, and to pursue any other remedies available to the Association set forth in these restrictive covenants or as provided by law. All expenses incurred by the Association to enforce these restrictive covenants, including actual attorney's fees and other reasonable costs relating to violations of the restrictive covenants, shall be reimbursed by the owner against whom such enforcement was sought, whether or not a lawsuit against the owner is ultimately filed. This right of enforcement shall not create a duty or obligation of any kind to enforce same, and no claim, demand or cause of action shall accrue, nor shall any claim, demand or cause of action be brought or maintained by anyone whomsoever against the Association for or because of its failure or delay to exercise any right, power, or remedy herein provided for in the event of such breach, or for imposing herein restrictions and covenants which may be unenforceable. The various rights and remedies of the Association and the owners of the tracts, as heretofore set out, are and shall be cumulative of and in addition to each other and those provided by law. All of them may be used, relied

upon, and enforced without in any way affecting the right of the Association or the owners of the lots to use, rely upon, and enforce the others, or any of them.

Severability. Invalidation of any one of the restrictions, reservations, covenants, conditions or easements by judgment or Court Order shall in no way effect any other provision or provisions which shall remain in full force and effect.

Non-waiver. Any delay or omission on the part of the Association or the owner of any tract to take any action upon a breach or default of any restrictive covenant herein shall not be deemed a waiver or abandonment thereof or acquiescence therein; likewise, any delay or omission on the part of the Association or any owner of any lot to take any action upon a breach or default of any restrictive covenant shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

(9) Subsequent to Section 20 as added to the Original Restrictions, Section 21 shall be added, which shall provide the following:

(21) Quarterly Officer Meetings. The Officers of the Association shall meet once per quarter to consider ACC requests and conduct such other business as they deem necessary and/or appropriate.

No other provisions of the Original Restrictions are modified or deleted by this instrument, and all existing provisions shall remain in full force and effect in accordance with the Original Restrictions except as amended by these Amended Restrictions.

Each contract or deed which has heretofore been or may hereafter be executed with regard to any of the lots in Indian Woods shall be conclusively held to have been executed, delivered, and accepted subject to the covenants, conditions, restrictions, easements, liens and charges set forth in the Restrictions, Reservations, and Covenants, as amended by this instrument,

regardless of whether or not said covenants, conditions, restrictions, easements, liens and charges are set out in full in said contract or deed. Said reservations, restrictions and covenants and conditions shall run with the real property, and shall bind all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Said restrictions, covenants and conditions shall apply to all properties in the Subdivision, regardless of whether the owner resides on the property or the property is leased to another individual or individuals.

This instrument may be executed in multiple counterparts, petitions and/or ballots, and each counterpart hereof executed by any party shall be deemed an original and shall as to such party constitute one and the same instrument with all other counterparts hereof executed by any party, and shall bind any party signing a counterpart hereof regardless of whether the same or any other counterpart hereof is executed by any other party intending to be or become a party hereto.

IN WITNESS WHEREOF, this instrument has been executed in multiple counterparts as of the _____ day of _____, 200____.

INDIAN WOODS HOMEOWNER’S ASSOCIATION

BY: _____
PRINTED NAME: _____
PRESIDENT OF INDIAN WOODS
HOMEOWNER’S ASSOCIATION

ATTEST:

BY: _____
PRINTED NAME: _____
SECRETARY OF INDIAN WOODS
HOMEOWNER'S ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of Indian Woods Homeowner's Association, known to me to be the person whose name is subscribed to the foregoing instrument, and he/she acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 200____.

Notary Public in and for the State of Texas

After recording, please return to:

M. SUSAN RICE, PC
3900 Essex, Suite 560
Houston, Texas 77027