

Restr
88.50

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

lew

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:

COPY

UNOFFICIAL

(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 23rd day of July, 2004.

INDIAN WOODS HOMEOWNER'S ASSOCIATION

BY: Larry J. Balmbridge
PRINTED NAME: LARRY J. BALMBRIDGE
PRESIDENT OF INDIAN WOODS
HOMEOWNER'S ASSOCIATION

(31)
100

ATTEST:

BY: Anna Camarillo
PRINTED NAME: ANNA CAMARILLO
SECRETARY OF INDIAN WOODS
HOMEOWNER'S ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

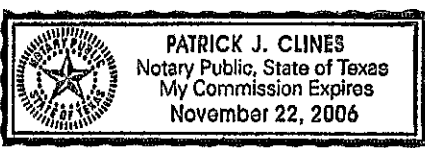
BEFORE ME, the undersigned authority, on this day personally appeared Larry J. Balmbridge, President of Indian Woods Homeowner's Association, known to me to be the person whose name is subscribed to the foregoing instrument, and he/she acknowledged to me that he/she executed the same for the purposes 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 23rd day of July, 2004.

Patrick J. Clines
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



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

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN

COUNTY OF HARRIS

BY THESE PRESENTS:

WHEREAS, Indian Woods Homeowners Association has determined that the First Amendment to the Restrictions, Reservations and Covenants for Indian Woods Subdivision ("First Amendment") has been approved at a meeting of the Association by the owners of a majority of the square foot area of the Property, as evidenced by the attached ballots. I further certify that such signed approval of said owners has been recorded with the Secretary of Indian Woods Homeowners Association.

WHEREAS the ballots which are attached hereto are evidence of the approval of and agreement to the First Amendment by the required number of owners in Indian Woods Subdivision. The ballots that are attached hereto shall be filed in the real property records of Harris County, Texas with the First Amendment.

EXECUTED this the 6 day of JULY, 2004.

INDIAN WOODS HOMEOWNERS
ASSOCIATION

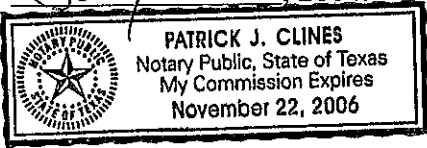
By:

Anna Camarillo
PRINTED NAME: ANNA CAMARILLO
SECRETARY OF INDIAN WOODS
HOMEOWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ANNA CAMARILLO, Secretary of Indian Woods Homeowners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of Indian Woods Homeowners Association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of July, 2004.



[Signature]
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

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

UNOFFICIAL COPY

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**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, HARI .K. OR SUDESH .HARJAZ [Printed Name(s)], 20

being the owner(s) of the Lot located at:

[Complete Address:] LOT # 17 & LOT # 34
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot _____, Block _____ of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

FOR THE AMENDMENT

AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

Hari Krishna Harju
Signature of Owner

06/16/2004
Date

Hari Krishna Harju
Signature of Owner

06/16/2004
Date

***This Ballot must be turned in to the Secretary of Indian Woods
Homeowners Association at the Members' Meeting.***

COPY

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, W. Clyburn [Printed Name(s)], 102

being the owner(s) of the Lot located at:

[Complete Address:] 11018 Indian Trail
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 10, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

FOR THE AMENDMENT

AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

W. Clyburn
Signature of Owner

6/13/04
Date

Signature of Owner

Date

This Ballot must be turned in to the Secretary of Indian Woods Homeowners Association at the Members' Meeting.

COPY

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, Rodney Collins [Printed Name(s)]; ¹⁰²

being the owner(s) of the Lot located at:

[Complete Address:] 11203 INDIAN TRAIL,
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 4546, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

FOR THE AMENDMENT

AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

Rodney Collins
Signature of Owner

6-13-04
Date

Signature of Owner

Date

This Ballot must be turned in to the Secretary of Indian Woods Homeowners Association at the Members' Meeting.

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, WILLIAM SLAUGHTER [Printed Name(s)], ¹⁸²

being the owner(s) of the Lot located at:

[Complete Address:] 11102 INDIAN TRAIL
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 8, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

FOR THE AMENDMENT

AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

William Slaughter
Signature of Owner

6-10-04
Date

Signature of Owner

Date

This Ballot must be turned in to the Secretary of Indian Woods Homeowners Association at the Members' Meeting.

COPY

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, James Lockes [Printed Name(s)],

being the owner(s) of the Lot located at:

[Complete Address:] 10903 Indian Trail
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 31 & 32, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

X FOR THE AMENDMENT

_____ AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

Uma Jackson
Signature of Owner

6/10/09
Date

Signature of Owner

Date

***This Ballot must be turned in to the Secretary of Indian Woods
Homeowners Association at the Members' Meeting.***

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, LARRY J. BAIMBRIDGE [Printed Name(s)], 102

being the owner(s) of the Lot located at:

[Complete Address:] 10710 INDIAN TRAIL,
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot _____, Block 23, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

 FOR THE AMENDMENT

 AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

Larry J. Baimbridge
Signature of Owner

June 10-04
Date

Signature of Owner

Date

This Ballot must be turned in to the Secretary of Indian Woods Homeowners Association at the Members' Meeting.

COPY

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, Marisa Legas & Elvis Legas [Printed Name(s)], *ML*

being the owner(s) of the Lot located at:

[Complete Address:] 10907 Indian Trail,
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 33, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

X **FOR THE AMENDMENT**

_____ **AGAINST THE AMENDMENT**

Members are entitled to one (1) vote per building site, regardless of the number of owners.

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Marisa Legas
Signature of Owner

6-10-04
Date

Elvis Legas
Signature of Owner

6/10/04
Date

This Ballot must be turned in to the Secretary of Indian Woods Homeowners Association at the Members' Meeting.

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, GENE WHITENACK [Printed Name(s)], 102

being the owner(s) of the Lot located at:

[Complete Address:] 10814 INDIAN TRAIL
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 19, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

FOR THE AMENDMENT

AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

[Signature]
Signature of Owner

6/10/04
Date

Signature of Owner

Date

***This Ballot must be turned in to the Secretary of Indian Woods
Homeowners Association at the Members' Meeting.***

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, Francisco & Anna Camarillo [Printed Name(s)], ISU

being the owner(s) of the Lot located at:

[Complete Address:] 10806 INDIAN TRAIL,
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot # 21, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

FOR THE AMENDMENT

AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

Anna Camarillo
Signature of Owner

6-10-04
Date

Francisco Camarillo
Signature of Owner

6-10-04
Date

This Ballot must be turned in to the Secretary of Indian Woods Homeowners Association at the Members' Meeting.

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, LINDA TAULBEE [Printed Name(s)], 102

being the owner(s) of the Lot located at:

[Complete Address:] 10910 INDIAN TRAIL
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 16, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

FOR THE AMENDMENT

AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

Linda M Taulbee
Signature of Owner

6/10/04
Date

Signature of Owner

Date

***This Ballot must be turned in to the Secretary of Indian Woods
Homeowners Association at the Members' Meeting.***

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, Stephen Howard [Printed Name(s)], 102

being the owner(s) of the Lot located at:

[Complete Address:] 10703 Indian Trails
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 25, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

FOR THE AMENDMENT

AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

[Signature]
Signature of Owner

6/10/07
Date

Signature of Owner

Date

***This Ballot must be turned in to the Secretary of Indian Woods
Homeowners Association at the Members' Meeting.***

*Amended on Mod's discussed in meeting
page 3 fences*

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, Jesus + Alma Rangel [Printed Name(s)], ^{Jr}

being the owner(s) of the Lot located at:

[Complete Address:] 11110 INDIAN TRAIL,
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 7, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

FOR THE AMENDMENT

AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

Jesus L. Rangel
Signature of Owner

6-10-04
Date

Signature of Owner

Date

This Ballot must be turned in to the Secretary of Indian Woods Homeowners Association at the Members' Meeting.

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, KENNETH & LINDA YOUNGBLOOD [Printed Name(s)], *JK*

being the owner(s) of the Lot located at:

[Complete Address:] 10914 INDIAN TRAIL
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 14:15 Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

FOR THE AMENDMENT
 AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

Linda M. Youngblood
Signature of Owner

6-10-04
Date

Kenneth L. Youngblood
Signature of Owner

6-10-04
Date

This Ballot must be turned in to the Secretary of Indian Woods Homeowners Association at the Members' Meeting.

COPY

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, Kathy Hilmers [Printed Name(s)], *10*

being the owner(s) of the Lot located at:

[Complete Address:] 11118 Indian Trail,
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 4 of 5, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

X FOR THE AMENDMENT

_____ AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

Kathy Hilmers
Signature of Owner

10-10-07
Date

Signature of Owner

Date

***This Ballot must be turned in to the Secretary of Indian Woods
Homeowners Association at the Members' Meeting.***

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, Richard J Stephens & Stephens ^{Carolyn M} [Printed Name(s)], *an*

being the owner(s) of the Lot located at:

[Complete Address:] 10810 Indian Trail
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 20, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

X FOR THE AMENDMENT

_____ AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

Richard J Stephens
Signature of Owner

6/10/04
Date

Carolyn M Stephens
Signature of Owner

6/10/04
Date

This Ballot must be turned in to the Secretary of Indian Woods Homeowners Association at the Members' Meeting.

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, Salvador Barrera [Printed Name(s)], 10

being the owner(s) of the Lot located at:

[Complete Address:] 10706 Indian Trails,
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 24, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

X FOR THE AMENDMENT

_____ AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

Salvador Barrera
Signature of Owner

6-10-04
Date

Signature of Owner

Date

*This Ballot must be turned in to the Secretary of Indian Woods
Homeowners Association at the Members' Meeting.*

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, JAVIER GARCIA Jr. [Printed Name(s)], 102

being the owner(s) of the Lot located at:

[Complete Address:] _____,
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 40, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

X **FOR THE AMENDMENT**

_____ **AGAINST THE AMENDMENT**

Members are entitled to one (1) vote per building site, regardless of the number of owners.

[Signature]
Signature of Owner

10-June-04
Date

Bricudo Garcia
Signature of Owner

10-June-04
Date

***This Ballot must be turned in to the Secretary of Indian Woods
Homeowners Association at the Members' Meeting.***

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, STEVE AND BEV SWANSON [Printed Name(s)], *JSW*

being the owner(s) of the Lot located at:

[Complete Address:] 11103 INDIAN TRAIL,
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 41, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

X FOR THE AMENDMENT

_____ AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

Steve Swanson
Signature of Owner

6/10/04
Date

Bev Swanson
Signature of Owner

6/10/04
Date

***This Ballot must be turned in to the Secretary of Indian Woods
Homeowners Association at the Members' Meeting.***

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, CATARINO and LUPITA HERNANDEZ [Printed Name(s)], 20

being the owner(s) of the Lot located at:

[Complete Address:] 11107 INDIAN TRAIL
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 42, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

2 FOR THE AMENDMENT

_____ AGAINST THE AMENDMENT

Members are entitled to one (1) vote per building site, regardless of the number of owners.

Catarino Hernandez
Signature of Owner

6-10-04
Date

Lupe Hernandez
Signature of Owner

6-10-04
Date

***This Ballot must be turned in to the Secretary of Indian Woods
Homeowners Association at the Members' Meeting.***

**BALLOT FOR FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR INDIAN WOODS**

I/we, MIKE & SHAWN DAVIS [Printed Name(s)], *JD*

being the owner(s) of the Lot located at:

[Complete Address:] 1114 Indian Trail,
Tomball, Texas 77375,

[Please indicate Lot and Block numbers, if known:]

Lot 6, Block _____, of Indian Woods Subdivision, do hereby vote as follows on the proposed First Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Woods:

FOR THE AMENDMENT

AGAINST THE AMENDMENT

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

AUG 17 2004



Dorely G. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Members are entitled to one (1) vote per building site, regardless of the number of owners.

Mike Davis
Signature of Owner

6/10/04
Date

Shawn Davis
Signature of Owner

6/10/04
Date

***This Ballot must be turned in to the Secretary of Indian Woods
Homeowners Association at the Members' Meeting.***