

STATE OF TEXAS

COUNTY OF HARRIS

SANDALWOOD ADDITION
CONSOLIDATED, RATIFIED, RESTATED AND AMENDED DEED
RESTRICTIONS

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

- (1) The map and plat of Sandalwood Section 1, a subdivision of 44.78 acres out of the John D. Taylor Survey, Harris County, Texas, as the same appears in the records of maps and plats at Volume 50, page 46, on file in the office of the County Clerk of Harris County, Texas;
- (2) The map and plat of Sandalwood Section 2, a subdivision of 37.30 acres out of the John D. Taylor Survey, Harris County, Texas, as the same appears in the records of maps and plats, Volume 52, page 29, in the records of the offices of the County Clerk of Harris County, Texas;
- (3) The map and partial replat of lots 11, 12, 13, 14 and 15, block 7, Sandalwood Subdivision, Section 2, a subdivision of 2.20 acres out of the John D. Taylor Survey, Harris County, Texas, as the same appears in the records of maps and plats, Volume 54, page 57, in the office of the County Clerk of Harris County, Texas;
- (4) The map and plat of Sandalwood Section 3, a subdivision of 28.0 acres out of the John D. Taylor Survey, Harris County, Texas, as the same appears in the records of maps and plats, Volume 54, page 3, in the office of the County Clerk of Harris County, Texas;
- (5) The map and partial replat of Sandalwood Sections 2 and 3, being 35.41 acres out of the John D. Taylor Survey and a replat of Lots 1-14, Block 10, Sandalwood Section 2; a replat of Lots 23-30, Block 10, Sandalwood Section 2; a second replat of Lots 15-18, Block 10, Sandalwood Section 2; a second replat of Lots 19-22, Block 10, Sandalwood Section 3; a replat of Lots 4-6, Block 9, Sandalwood Section 3; a replat of Lots 1-3, Block 9, Sandalwood Section 2; a replat of Lots 9 and 10, Block 7, Sandalwood Section 2; a second replat of Lots 11-15, Block 7, Sandalwood Section 2; and a replat of Lots 10-20, Block 11, Sandalwood Section 2; as the same appear in the records of maps and plats, Volume 55, page 15, in the office of the County Clerk of Harris County, Texas;
- (6) The deeds by which the sanitary sewer plant site shown on said plat of Sandalwood Section 3 became residential lots as shown by the deeds on file in the office of the County Clerk of Harris County, Texas;

- (7) The deed restrictions of Sandalwood Section 1 recorded in volume 3054, page 451, of the Harris County Deed Records on file in the office of the County Clerk of Harris County, Texas;
- (8) The deed restrictions of Sandalwood Section 2 recorded in volume 3159, page 2, of the Harris County Deed Records on file in the office of the County Clerk of Harris County, Texas;
- (9) The deed restrictions of Sandalwood Section 3 recorded in volume 3252, page 650, of the Harris County Deed Records on file in the office of the County Clerk of Harris County, Texas;
- (10) The various amendments to said deed restrictions changing the amount of the annual maintenance charge from time to time, the most recent and current amendment being recorded in volume ~~008-72096-14~~, page ~~1943~~2100, of the Harris County Deed Records as filed in the office of the County Clerk of Harris County, Texas

to which duly recorded instruments reference is hereby made for all purposes; and

WHEREAS, for the purpose of creating a uniform plan for the improvement and development of Section 1, Section 2 and Section 3 of Sandalwood Addition, the Sandalwood Civic Club, Inc. (hereinafter referred to as "Civic Club") and the undersigned owners of more than fifty percent of the lots in each Section of Sandalwood Addition, and of the lakes, pathways and Civic Club property as of the recorded plats and replats of Sandalwood Addition, desire to amend the deed restrictions now in effect in the particulars hereinafter stipulated for the purpose of adopting and establishing uniform restrictions for all the lots, lakes and other property in Sandalwood Addition;

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

I. USES OF LOTS

- (1) Each lot in Sandalwood Addition shall be used solely for residential purposes by a single family. One single-family dwelling and other appurtenant structures permitted by these amended deed restrictions may be erected on each lot, provided, however, that bona fide house guests not paying any form of rent may reside temporarily on any lot, and provided further, that bona fide domestic servants may reside on any lot as long as they are employed to work there.
- (2) No trailer, recreational vehicle, camper, tent, shack, garage, barn or other structure of a temporary character shall at any time be used as a residence, temporarily or permanently, on a lot.

(3) No lot or any improvements thereon shall be used for any commercial or professional purpose whatsoever ([other than for a home office not open to members of the public](#)) or for any obnoxious or offensive activity or in violation of any statute, law, regulation or ordinance, nor shall anything be done thereon which constitutes an annoyance or nuisance to the neighborhood. Each owner of any lot or lots in Sandalwood Addition shall keep their property well maintained and shall screen from public view any laundry lines, trash, debris, garbage cans (other than those set out for curbside pickup) or other such obstacles that would detract from the beauty of Sandalwood Addition.

(4) No lot shall be used or maintained as a dumping ground for trash, garbage or rubbish, [or any unsanitary material](#).

(5) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil shall be erected, maintained or permitted upon any lot. The word "oil" as used herein means hydrocarbons of any sort, including crude oil and natural gas.

(6) No animals, livestock or poultry of any kind shall be raised, brought or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(7) No sign of any kind shall be displayed to the public view on any lot except for one temporary sign at any one time of not more than five square feet, advertising (a) the property for sale or rent, (b) the identity of a builder or contractor then doing construction or making repairs on the property, or (c) any Civic Club or other group activity of general interest to the entire neighborhood. [One political sign supporting a candidate or proposition \(not exceeding five square feet in size\) may be placed in public view for up to 60 days in advance of an election but not earlier.](#)

(8) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats.

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

(10) All campers, trailers, recreational vehicles, boats, buses, trucks with more than two axles, and non-operational vehicles must be parked or stored either (a) in an enclosed garage or carport that is screened from view from the street, or (b) on a driveway or other paved surface behind or to the side of the main residential building, provided that no part of such vehicle extends closer to the street than the front of that building. Temporary

parking or storage of these vehicles not in compliance with this restriction shall not exceed a total of two weeks during one calendar year.

II. BUILDINGS, STRUCTURES AND IMPROVEMENTS

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

(2) No building, structure, fence, bulkhead, pier, wall or other improvement shall be erected, placed or altered on any lot or lots until the construction plans, specifications and a plan showing the location of the structure on the lot or lots have been approved by a majority of the Architectural Control Committee, including approval as to the quality of the workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade of elevation.

(3) Subject to the second sentence of this subsection II(3), any approved existing building, structure, fence, bulkhead, pier, or other improvement on or adjacent to any lot or lots may be repaired, maintained or replaced with substantially similar material of the same quality and height at the same location without prior approval. Any repair, maintenance, or replacement work performed on a bulkhead or pier that changes or otherwise affects the height or location of the bank adjacent to any lake, includes dredging of any type, or changes or otherwise affects the flow of water or the amount of water necessary to fill any lake, must be approved by a majority of the Architectural Control Committee and two-thirds (2/3-) of the Civic Club Board of Directors.

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

(5) No residence shall exceed two stories in height. The ground floor area of the main structure of each one-story detached single-family residence, exclusive of open and screened porches, in Sandalwood Addition shall not be less than 1600 square feet. The

total floor area of the main structure of each one and one-half or two story detached single-family residence, exclusive of open and screened porches, in Sandalwood Addition shall be a combined square footage of not less than 1600 square feet on both the ground and upper story of said structure, at least 1000 square feet of which must be on the ground floor.

(6) Garages, out-buildings, and guest or servants quarters that are appurtenant to a residence may be erected on each lot upon which a main dwelling has been erected, provided, however, that no garage, out-building, guest or servants quarters shall be greater in height than the main residence.

(7) No residence or building of any kind shall be located on any lot nearer to the front lot line or nearer to the side street line than the building setback lines shown on the appropriate recorded plat. The words "residence," "dwelling," "garage," "guest or servants quarters," "building," or "improvement" as used herein with, reference to building lines, shall include every covered and walled portion of the improvements, regardless of whether the wall is enclosed, screened or open, except a parapet walk, steps, or stairs. A residence or building may be erected on a building site of more than one platted lot, in which event the outermost side lot lines shall be considered the side lot lines, provided that the frontage of said building site shall not be less than the minimum frontage of the lots in the same block facing the same street.

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

(9) No fence or wall shall be erected, altered, placed or permitted to remain on any lot nearer to the street than the minimum building setback line unless approved by the Architectural Control Committee. No fence or improvement of any kind shall be erected, placed or altered on any lot backing or siding on Lake Lorrie, Lake Robin, or Lake Patti Lynn within 25 feet of the high water line of any of said lakes, without the written approval of the Architectural Control Committee as evidenced by the signature of two of its members, as to size, height, location, design and material. No fence or wall of any kind shall be erected, placed or altered on any lot backing or siding on Memorial Drive, without the written approval of the Architectural Control Committee, as herein provided.

(10) No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to

remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

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

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

(13) Under roof improvements, including, but not limited to, residences, buildings, garages, carports, and porches, shall not occupy more than forty percent (40%) of the surface of any lot according to the dimensions of the lot as set forth in the most recent plat of the Section of Sandalwood Addition in which the lot is located.

(14) In addition to meeting the requirements of the building setback lines as shown on the appropriate recorded plat, and the existing setbacks contained in the Deed Restrictions, and notwithstanding anything else contained in the Deed Restrictions to contrary, no first floor of any building, including the roof, eaves, overhangs and gutters, shall be located nearer to the rear lot line than ten feet (10'), and no building, including the roof, eaves and overhangs (but excluding gutters), shall be located nearer to a side lot line than five feet (5'). For these purposes, a "first floor" shall not exceed eighteen feet (18') in height. Further, no portion of the walls of the second story of any building shall be located nearer than twenty feet (20') to a rear lot line and ten feet (10') to a side lot line. If the second story of a proposed structure (including any attic) will exceed twenty-eight feet (28') in height, the portion of the structure exceeding twenty-eight feet shall be set back an additional five feet (5') from the side lot line, to a distance of fifteen feet (15') from the side lot line. In the event that it is not certain what side is the "rear" or "side" of a lot, the Architectural Control Committee, in its sole and absolute discretion, shall make such determination. If there is disagreement with the Architectural Control Committee concerning determination of side and/or rear setbacks, then appeal may be made to the Board of Directors of Sandalwood Civic Club, Inc. ("Board of Directors") for final determination. Unless the Board of Directors votes unanimously to override the Architectural Control Committee, the determination of the Architectural Control Committee shall be final. Nothing in this Section 14 shall be deemed to alter the lake setbacks contained in Article 11(9).

(15) A minimum of fifty percent (50%) of the area of any lot lying between the back of the curb and the front of the principal dwelling must be maintained in natural, living

vegetation such as trees, shrubs, flowers, grasses, and ground covers. In the event that there is a question as to the location of the “front of the principal dwelling,” the Architectural Control Committee’s decision, in, it sole discretion, shall control.

(16)

(A) No existing home may be demolished nor any lot be cleared of trees ~~prior to any construction that requires the prior approval of the Architectural Control Committee (ACC)~~ without first submitting a tree survey identifying the size and location of each tree located on the lot with a diameter of six inches (6") or greater, measured at a point four feet (4') above ground level. Prior to commencing any such demolition or clearing, the owner of the lot shall submit the tree survey to the Architectural Control Committee (ACC) and receive a written acknowledgement that the tree survey meets the requirements of this paragraph.

(B) For each tree with a trunk greater in diameter than six inches (6"), measured at a point four feet (4') above ground level, that is removed during the course of the construction of a residence or building, or the addition or modification of any residence building, swimming pool, walk, or driveway, the owner of the lot must compensate by planting a sufficient number of trees with trunk diameters of not less than two inches (2") on the lot areas that will compensate for the loss of the trees removed. Before any new construction may be approved by the ACC, the owner of the lot shall submit a tree replacement plan to the ACC along with all other submittals required by the ACC, and such plan shall identify the replacement trees to be planted and provide a plan for the protection and preservation of such trees that are not proposed to be removed in connection with any construction on the lot. No site clearing, site preparation, or construction work may be performed until the tree replacement, protection and preservation plan has been approved in the sole and absolute discretion of the Architectural Control Committee. The Architectural Control Committee in its sole and absolute discretion, may grant a variance from, or waiver of, the provisions of this paragraph.

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

III. ARCHITECTURAL CONTROL COMMITTEE

(1) The Architectural Control Committee shall consist of five members, all of whom shall be resident owners of one or more lots in Sandalwood Addition. A majority of the members may act for the Committee. The Committee is authorized to contract with professionals for services the Committee deems necessary, and the Committee may charge the fees incurred for such professional services to the lot owner seeking any review or approval from the Committee. Any such fees charged to a lot owner that are not paid within sixty (60) days may be collected by the Civic Club in the manner specified for maintenance charges in Article V. The members of the Committee shall not be entitled to any compensation for the services performed pursuant to these amended deed restrictions.

(2) Members of the committee will serve for a period of ~~six~~four (4) years, with his or her term of membership to commence on the same date as the commencement date of the terms of the members of the Board of Directors of the Civic Club. On or before July 1 of the year in which a member's term is to expire, the Architectural Control Committee shall recommend to the Board of Directors a panel of three candidates whom they feel qualified to serve and whom they have ascertained are willing to serve. The Board shall propose one of these candidates for election by the general membership. Members of the Architectural Control Committee shall be elected at a regular or a special meeting of the membership of the Civic Club. Whenever a regular or special meeting is held to elect a member of the Architectural Control Committee, the secretary of the Civic Club shall give to each member in good standing, not less than ten days prior to such regular or special meeting, notice of the time and place thereof and of the purpose of the meeting. Provided a quorum is present, the member of the Committee may be elected by a majority of the members in good standing present at the meeting. Additional candidates for the Architectural Committee may be placed in nomination by a petition signed by 10% of the membership, such petition to be presented to the President or other member of the Board of Directors of the Sandalwood Civic Club at least nine days before the membership meeting at which the election will be held. The names of candidates so nominated must be placed in nomination by the board representative at the general meeting without bias.

(3) The record owners of a majority of the lots in Sandalwood Addition shall have the power through a written ballot to replace any member of the Committee.

(4) Members of the Committee are eligible for re-election.

(5) In the event of resignation or death of a member, or should a member refuse or become unable to serve out his or her full term, the remaining members of the Committee shall appoint another qualified resident to serve until the next general membership meeting at which a Board of Directors is to be elected, subject to the provisions of Section III, paragraph 2, above, at which time a resident shall be elected to serve the balance of such member's term.

(6) The Committee's approval or disapproval as required in these restrictive covenants shall be in writing and shall be decided by a majority vote as evidenced by the signatures of three of its members. The Committee, or its designated representatives, shall decide to approve or disapprove within twenty-one (21) days after all plans and specifications required by the Architectural Control Committee have been submitted to it and a dated receipt obtained by the applicant for the same. If the Committee fails to act within the said twenty-one (21) days, the applicant must deliver a written request for a ruling personally to each member of the Committee. If the Committee fails to act for an additional twenty-one (21) days thereafter, the applicant may begin construction subject to the next two sentences of this paragraph. If the Committee has not disapproved and if no suit to enjoin any given construction has been commenced prior to the completion thereof, approval will not be required and the restrictive covenants requiring submission of plans and specifications to the Committee shall be deemed to have been fully complied with. The residence or other improvement must, however, be in compliance with all of the other restrictive covenants herein.

IV. LAKES, WALKWAYS AND CIVIC CLUB PROPERTY

- (1) The lakes, walkways and other property shown on the recorded plats (other than dedicated streets and easements) which is not identified by lot numbers is the property of Sandalwood Civic Club, Inc., a not-for-profit corporation with its membership limited to the record owners of each lot in any Section of Sandalwood Addition. No building, structure, fence, wall, pier, or other improvements shall be erected, altered, placed or permitted to remain on the Civic Club property without the approval of two-thirds vote of the Civic Club's Board of Directors and the concurrence of the then record owners of a majority of the lots in Sandalwood Addition, provided that any approved existing building, structure, fence, wall, pier or other improvement may be repaired, maintained or replaced by the Civic Club with substantially similar material of the same quality and height at the same location without other approval, and provided further that no structures (including bulkheads and piers) or obstructions (such as nets or ~~piers-floats~~) will be permitted to be constructed or placed in or over the lakes without the written permission of a majority of the Architectural Control Committee and a concurring vote of 2/3 of the members of the Board of Directors as evidenced by written approval signed by all consenting members of both committees respectively.
- (2) Nothing shall be done which shall contaminate or pollute the waters in any of the lakes. The dumping of trash, rubbish or other debris or harmful material into the lakes is expressly forbidden, as is the disposal of paint, fertilizers, chemicals or debris in such a manner as to permit the same to wash into the lakes from the streets through the storm sewer drainage system or from the shore line adjacent to the lakes.
- (3) Each owner of any lot or lots adjacent to any lake or lakes in Sandalwood Addition shall keep the shore line of their property well maintained and clean-; shall periodically remove all organic matter, lawn debris, and other material that drains from their lot into the lake so that the depth and clarity of the water is maintained; and shall screen from lake view any laundry lines, trash, debris-, surplus materials or other such obstacles that would detract from the natural beauty of the lakes. The Civic Club shall keep the portions of the shoreline owned by the Civic Club well maintained and shall not erect, alter, place, or permit to remain on the Civic Club's portion of the shoreline any structure, improvement or object which would detract from the natural beauty of the lakes.
- (4) No obstructions shall be placed on or in the area designated as "walkway" on the appropriate plat of any Section of Sandalwood.
- (5) Water from any lake may not be used to water lawns or for any other private use whatsoever.
- (6) Gas or electric motors used on boats that navigate the lakes are prohibited.
- (7) The lakes and Civic Club property shall not be used for any obnoxious or offensive activity, or in violation of any statute, law, regulation or ordinance or for any activity which constitutes an annoyance or nuisance to the neighborhood.

V. MAINTENANCE CHARGES

(1) Pursuant to existing deed restrictions, which are hereby consolidated, ratified, restated, and amended, each lot in Sandalwood Addition shall be subject to an annual maintenance charge in an equal amount per lot to be paid by the then owners of each lot in Sandalwood Addition. The amount of such annual maintenance is to be determined as provided herein. This annual maintenance charge shall be secured by the vendor's lien upon said lots referenced and is due and payable annually on the first day of February of each year, in advance, to Sandalwood Civic Club, Inc.. The fund shall be controlled and disbursed according to the By-Laws of the Civic Club and shall be used toward the payment of maintenance of Civic Club property, maintenance of sidewalks, walkways, up-keep of the lakes, bulkheads and dams, and doing any other things necessary or desirable for the maintenance or improvement of Civic Club property which will be for the general benefit of the owners and residents of Sandalwood Addition. Such annual maintenance charges are currently \$~~1,450.00~~ 1,600.00 per year (September ~~2015~~2020) and may be adjusted, altered or waived from year to year, as the needs of the property may, in the judgment of the Civic Club require, provided that the owners of at least a majority of the lots agree to such adjustment, alteration or waiver. A majority of those present and voting at the annual meeting of Sandalwood Civic Club, Inc. may vote to continue the annual maintenance charge for the ensuing year in the exact amount as is then currently being charged, but the owners of a majority of all lots must approve any increase, decrease, suspension or deletion of annual maintenance charges. Notice of any increase in the annual maintenance charge must be filed with the County Clerk of Harris County, Texas. The owner of each lot, whether individual, partnership, or a corporation, shall be entitled to one vote for each lot owned by such individual, partnership, or corporation, in determining the annual maintenance charge, except that in the case of spousal or other co-owners, the owners may elect to vote a "split" vote.

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

(3) A late payment fee in the amount of five percent (5%) of the amount of the applicable annual maintenance charges shall be payable to the Sandalwood Civic Club by any member that fails to pay the maintenance charges within forty-five (45) days after the due date. In addition, past-due annual maintenance charges shall bear interest at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum rate permitted by applicable law from the date due until paid to the Sandalwood Civic Club. If it becomes necessary to institute legal proceedings to collect any annual maintenance charges, the owner or owners who failed to pay any such charges within sixty (60) days of the date they become due shall be liable to the Sandalwood Civic Club for its reasonable attorney's fees; ~~interest at the maximum rate then permitted by law,~~ and other costs of collection.

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

VI. NATURE OF COVENANTS

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

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

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

Amended, ratified, and re-adopted as of September ~~15, 2015~~, 2020

SANDALWOOD CIVIC CLUB, INC.

By: _____

~~Chris (?) Halaska~~

Scott Rice

President, Sandalwood Civic Club, Inc.

Confirmed: _____

~~Barbara (?) Blocker~~

Judy Job

Secretary, Sandalwood Civic Club, Inc.

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