

RESERVATIONS, RESTRICTIONS

*and* COVENANTS

IN

SECTION NO. 11-A

RESERVATIONS, RESTRICTIONS AND  
COVENANTS IN TANGLEWOOD ADDITION

RESOLUTION a

At a meeting of the Board of Directors of TANGLEWOOD CORPORATION, a Texas corporation, hereinafter sometimes called "TANGLEWOOD", held in the office of the Corporation in Houston, Texas, on 27th day of August, 1959, all of the Directors being present, the following resolutions were adopted by unanimous vote:

WHEREAS, TANGLEWOOD CORPORATION is the owner of all of the lots and property in TANGLEWOOD Addition, Section 11-A, an addition in Harris County, Texas, according to the plat thereof, filed for record in the office of the County Clerk of Harris County, Texas on 24th day of April, 1959, under Clerk's File No. 1071-B; and

WHEREAS, it is the desire of TANGLEWOOD CORPORATION to place restrictions, covenants, conditions, stipulations and reservations upon and against such property comprising said TANGLEWOOD Addition, Section 11-A:

NOW, THEREFORE, BE IT RESOLVED: That the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Section 11-A of TANGLEWOOD, an addition in Harris County, Texas, the plat of which was filed in the office of the County Clerk, in Harris County, Texas, on the 24th day of April, 1959, under Clerk's File No. 1071-B: Said map has been duly authenticated with proper certificates showing dedication of the streets, drives and easements to the use of the present and future residents and to the public, subject to the restrictions and covenants herein contained, to the same extent as though copied at length in said dedication certificate and said map is subject to only such minor changes as, in the judgment of TANGLEWOOD, are necessitated by the efficient installation of improvements.

## RESERVATIONS

That the plat filed for record dedicates for public use as such the streets, alleys, parks and easements shown thereon and there was reserved and is hereby expressly reserved in TANGLEWOOD CORPORATION the following rights, title and easements, which reservation is expressly made a part of, and shall be construed as being adopted in, each and every contract, deed or conveyance executed or to be executed by or on behalf of TANGLEWOOD CORPORATION, conveying said property or any part thereof.

(1) The legal and fee simple title in and to each and all of the several streets and drives as shown on said map or plat is hereby reserved in TANGLEWOOD, subject to the limited dedications herein expressed.

(2) TANGLEWOOD reserves the exclusive right to construct and operate in, over, upon, along and under said streets and drives a transportation system or systems; and to erect and maintain therein and thereon wires and poles for the purpose of constructing and maintaining a system of electric lights, power, telegraph and telephone line or lines and connections; and to construct, lay and maintain in, along and under any and all of said streets and drives and along easements provided therefor, all pipes and conduits necessary and proper for the construction and maintenance of a system of drainage and a system of sewerage and for the supply of water, (retaining also the right to grant or deny to areas beyond Section 11-A connection privileges on said drainage, sewerage or water systems) gas, light and power, telegraph and telephone service to said Addition and the inhabitants thereof; and for all other purposes incident to the development and use of said property as a community unit.

(3) TANGLEWOOD reserves the necessary easements and right of way for the purpose of constructing, maintaining and repairing a system or systems of light, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility TANGLEWOOD sees fit to install across said lots, blocks, and homesite tracts in said Section 11-A of TANGLEWOOD, as shown on aforesaid map recorded in the

Harris County Map Records, to which map and the record thereof reference is here made for all purposes.

(4) TANGLEWOOD reserves the right to make minor changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

(5) Neither TANGLEWOOD nor any utility company using the easements herein referred to, shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

(6) It is expressly agreed and understood that the title conveyed by TANGLEWOOD to any lot or parcel of land in said Addition by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm-sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by TANGLEWOOD or its agents through, along or upon said premises or any part thereof to serve said property or any other portions of the Addition, and the right to maintain, repair, sell or lease such lines, utilities or appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in TANGLEWOOD.

### RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of TANGLEWOOD, Section 11-A, an Addition in Harris County, Texas, according to the plat thereof filed in the office of the County Clerk, Harris County, Texas, on April 24, 1959, under Clerk's No. 1071-B; TANGLEWOOD CORPORATION being the sole owner of all property located in said TANGLEWOOD Section 11-A desires to restrict the use and the development of the property located in TANGLEWOOD Section 11-A in order to insure that it will be a high class restricted district;

(3)

NOW THEREFORE, TANGLEWOOD CORPORATION, being the sole owner of property known as TANGLEWOOD Section 11-A, an Addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on April 24, 1959, under Clerk's No. 1071-B, does hereby impose the following restrictions on said property which shall constitute covenants running with the land, and shall inure to the benefit of TANGLEWOOD CORPORATION, its successors and assigns, and to each and every purchaser of lands in said Addition and their assigns and to TANGLEWOOD HOMES ASSOCIATION, INC., a Texas corporation of Harris County, Texas, and any one of said beneficiaries shall have the right to enforce such restrictions using whatever legal method is deemed advisable; and if any one of such restrictions shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

#### GENERAL RESTRICTIONS

(1) These restrictions shall be effective until January 1, 1984, and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the square foot area of the lots in TANGLEWOOD, Section 11-A, may release all of the lots hereby restricted from any one or more of said restrictions, or may release any lot from any restriction imposed hereby or created by deed from TANGLEWOOD on either January 1, 1984, or at the end of any successive ten year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to January 1, 1979, or at any time prior to five years preceding the expiration of any successive ten year period thereafter; further provided, however, that such release of any said restrictions shall additionally be conditioned upon compliance, insofar as applicable, with the requirements for the release of certain restrictions made applicable to portions of the land comprising said TANGLEWOOD, Section 11-A, as set forth in the following instruments, to-wit: Instrument dated October 27, 1954, executed by R. Wayne Lawler,

et al, recorded in Volume 2852, Page 274, of the Deed Records of Harris County, Texas.

(2) This property shall be used for residence purposes only.

(3) Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by said map, provided such tract constitutes a homesite as defined in the succeeding paragraph.

(4) Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street.

(5) The terms "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; and any such usage of this property is hereby expressly prohibited.

(6) The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements, except roofs.

(7) No garage or outbuilding on this property shall be used as a residence or living quarters, except by servants engaged on the premises.

(8) No garage or servant's house shall be erected on any lot in said TANGLEWOOD Addition, Section 11-A, with roof or outside walls of material or color different from those used in house or residence erected on such lot, except with the written consent of TANGLEWOOD CORPORATION.

(9) **VOID**

(10) No trash, ashes or other refuse shall be thrown or dumped on any vacant lot in the Addition.

(11) No livestock of any kind shall be staked or pastured on any vacant lot in the Addition.

(12) No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.

(13) Grass, weeds, and vegetation on each lot shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from property. Until a home or residence is built on a lot, TANGLEWOOD CORPORATION or TANGLEWOOD HOMES ASSOCIATION, INC. may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the property, and the owner of such lot shall be obligated to pay for the cost of such work.

(14) No fence, wall, or hedge shall be placed on any lot in the Addition nearer to any street than is permitted for the house on said lot, except with the written consent of TANGLEWOOD CORPORATION; no fence, wall, or hedge shall be placed on any portion of the sites higher than six feet from the ground. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of TANGLEWOOD CORPORA-

TION, and such encroachment is wholly at the risk of the owner.

(15) No signs, billboards, posters, or advertising devices of any character shall be erected on this property without the written consent of TANGLEWOOD CORPORATION; such permission shall be revocable at any time.

(16) No cattle, hogs or other animals, rabbits, or poultry shall be kept in any part of this property unless written permission be obtained from TANGLEWOOD CORPORATION; such permission shall be revocable at any time.

(17) No privy, cesspool, septic tank, or disposal plant shall be erected or maintained on any part of this property unless written permission be obtained from TANGLEWOOD CORPORATION.

(18) No excavation, except such as are necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of TANGLEWOOD CORPORATION.

(19) TANGLEWOOD CORPORATION may make other restrictions applicable to each lot by appropriate provision in the contract or deed, without otherwise modifying the general plan above outlined, and such other restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

(20) Violations of any restrictions, condition or covenant herein shall give TANGLEWOOD CORPORATION the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.

(21) TANGLEWOOD CORPORATION shall have the right to modify the restrictions with reference to location of setback or sideline restrictions of any of the improvements, and the direction which they



shall face, to such extent as it deems for the best interest of the Addition as a whole, but, such modification must be in writing.

(22) If garage, servants' house, or other outbuilding is made an integral part of the residence, or is connected thereto, in a manner approved by TANGLEWOOD CORPORATION upon submission of plans and specifications, as provided in TANGLEWOOD CORPORATION deed, the setback distances from front and side lines of lot will then automatically become identical with those stipulated for the residence itself. When the garage is situated as aforesaid, garage doors shall not open toward the street except with the written consent of TANGLEWOOD CORPORATION.

(23) Houses or residences constructed shall have a minimum cost as shown on the attached schedule. The minimum cost of improvements hereinafter designated for each lot refers to the cost of construction at the time of the passage of this resolution, and will vary up or down with the changes, if any, of the unit cost of construction in the future; for example, should construction cost at a given date be 10 per cent less than that prevailing at the time of this resolution, improvements costing \$27,000.00 would satisfy a requirement of \$30,000.00 minimum; whereas, should such construction cost have advanced 10 per cent, \$33,000.00 expenditure would be required to fulfill a \$30,000.00 minimum requirement, as expressed herein.

(24) No building shall be built closer to the street or side property lines than the distance set forth in the schedule attached hereto, except as provided in Section 21 hereof.

#### SCHEDULE OF COST OF IMPROVEMENTS AND DISTANCE OF IMPROVEMENTS FROM PROPERTY LINES

##### *Cost of Improvements:*

Houses or residences constructed on sites in Section 11-A shall cost not less than the respective sums indicated in the following

schedule:

*Distance of Improvements from Property Lines:*

The house or residence, garage, servants' house, or other out-building on each site in Section 11-A, shall not be nearer to the property lines than is indicated in the following schedule:

Block No.	Lot Number	Cost of Improvements	Set Back Distances (No. ft. from Lot Lines)							
			No.	So.	East	West	No.	So.	East	W.
			House				Outbuildings			
1	1	\$30,000	10	20	10	30	5	75	10	100
	2	30,000	see note "A"	10	10	see note "A"	see note "B"	5	10	100
2	* 1	35,000	see note "C"	25	10	15	see note "C"	100	10	5
	* 2	35,000	see note "D"	30	12½	12½	see note "D"	100	5	5
	* 3	35,000	see note "E"	12½	30	10	see note "F"	5	100	5
	4	30,000	12½	40	30	10	10	100	100	5
	5	30,000	see note "G"	40	12½	12½	see note "G"	100	5	5

*Note "A"*

See recorded plat of Tanglewood, Section 11-A, for building line.

*Note "B"*

Front of garage shall not be farther from the south property line than forty (40) feet.

*Note "C"*

The north set back line is the south line of the Harris County Flood Control District Drainage Easement and the south line of the thirty (30) feet wide drainage easement, both as shown on the recorded

plat of Tanglewood, Section 11-A; except that, in the case of the part of the lot lying north of the thirty (30) foot wide drainage easement, the building set back lines shall be the Harris County Flood Control District Drainage Easement line, the north line of the thirty (30) feet wide drainage easement, and a line ten (10) feet at right angles from and parallel to the east line of the lot.

*Note "D"*

The north set back line is the south line of the Harris County Flood Control District Drainage Easement, as shown on the recorded plat of Tanglewood, Section 11-A.

*Note "E"*

The north set back line is a line 12½ feet at right angles from, South of, and parallel to the north line of the lot, extending from the front set back line to its intersection with the Harris County Flood Control District Drainage Easement line, thence along this line to the West set back line.

*Note "F"*

The north set back line is a line 5 feet at right angles from, South of, and parallel to the north line of the lot, extending from the front set back line to its intersection with the Harris County Flood Control District Drainage Easement line, thence along this line to the West set back line.

*Note "G"*

The north set back line is the south line of the 30 foot wide drainage easement, as shown on the recorded plat of Tanglewood, Section 11-A.

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\*For the purpose of this schedule and the set back distances set forth herein, arbitrary designations of North, South, East and West have been made in the case of Block 2 as follows:

(a) The property lines of Lots 1 and 2 along Maple Valley Road, are to be considered the south lot lines of said lots.

(b) The property line of lot 3, along Maple Valley Road, is to be considered the east line of said lot.

(c) The common line between Lots 2 and 3 is to be considered the West line of Lot 2 and the North line of Lot 3.

#### FACING OF RESIDENCE

Block No. 1: Houses or residences on Lots No. 1 and No. 2 shall face on Maple Valley Road.

Block No. 2: Houses or residences on Lots No. 1 to No. 3, both inclusive, shall face on Maple Valley Road. The house or residence on Lot No. 4 shall face on Maple Valley Road or Briar Drive. The house or residence on Lot No. 5 shall face on Briar Drive.

#### ENTRANCE OF GARAGE DRIVEWAY

Garage driveways constructed on all lots shall enter from the street on which the houses or residences face, except as specifically listed herein, to-wit:

On Lot No. 1, Block No. 1; Lot No. 4, Block No. 2; same may enter from Briar Drive.

We, WM. G. FARRINGTON, as President of TANGLEWOOD CORPORATION, and JUSTIN S. MORRILL, as its Assistant Secretary, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the Board of Directors of TANGLEWOOD CORPORATION, passed and adopted at a meeting of said Board of Directors of TANGLEWOOD CORPORATION, held at Houston, Texas.

WITNESS our hands at Houston, Texas, on this the 2nd day of September, 1959.

TANGLEWOOD CORPORATION  
By s/Wm. G. Farrington  
President

s/Justin S. Morrill

(Seal)

ATTEST:

Assistant Secretary

SUBSCRIBED AND SWORN to before me this the 2nd day of September, 1959.

s/Rex V. Shultz

(Seal)

Notary Public in and for Harris County, Texas

STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared WM. G. FARRINGTON, as President of TANGLEWOOD CORPORATION, and JUSTIN S. MORRILL, as Assistant Secretary of said Corporation, known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 2nd day of September, 1959.

s/Rex V. Shultz

(Seal)

Notary Public in and for Harris County, Texas

STATE OF TEXAS )  
COUNTY OF HARRIS )

First City National Bank of Houston, Houston, Texas, as Trustee, successor to First National Bank in Houston, Trustee, under and by virtue of the authority granted to said First National Bank in Houston in deed from R. Wayne Lawler, et ux, to TANGLEWOOD CORPORATION, dated 10th day of February, A.D., 1954, filed for record in the office of the County Clerk of Harris County, Texas, on the 31st day of

March, A.D., 1954, under County Clerk's File No. 1244878; and the authority granted to said First National Bank in Houston in deed of trust from TANGLEWOOD CORPORATION to First National Bank in Houston, as Trustee, dated 10th day of February, A.D., 1954, filed for record in the office of said County Clerk on the 31st day of March, A.D., 1954, under said County Clerk's File No. 1244887; does hereby ratify, adopt and join in the "Reservations, Restrictions and Covenants in Tanglewood Addition, Section 11-A", as hereinabove set forth.

In Testimony Whereof, First City National Bank of Houston, as Trustee, has caused these presents to be signed by L. H. Thomas its Vice-president, thereunto authorized, attested by its Assistant Cashier, Marx W. Edwards, and its common seal hereunto affixed this 2nd day of September, A.D., 1959.

FIRST CITY NATIONAL BANK OF HOUSTON, TRUSTEE  
By s/L. H. Thomas  
Vice-President

(Seal)

ATTEST:

s/Marx W. Edwards  
Assistant Cashier

STATE OF TEXAS     )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared L. H. Thomas, as Vice-President of First City National Bank of Houston, known to me to be the person whose name is subscribed to the foregoing instrument, and 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 said First City National Bank of Houston, Trustee.

GIVEN under my hand and seal of office this 2nd day of September, A.D., 1959.

(Seal)

s/Janice Wood  
Notary Public in and for Harris County, Texas

.....  
Filed September 2, 1959, in the office of the County Clerk of Harris  
County, Texas, under Clerk's File Number 63267-B.

# Tanglewood

## Section Eleven-A

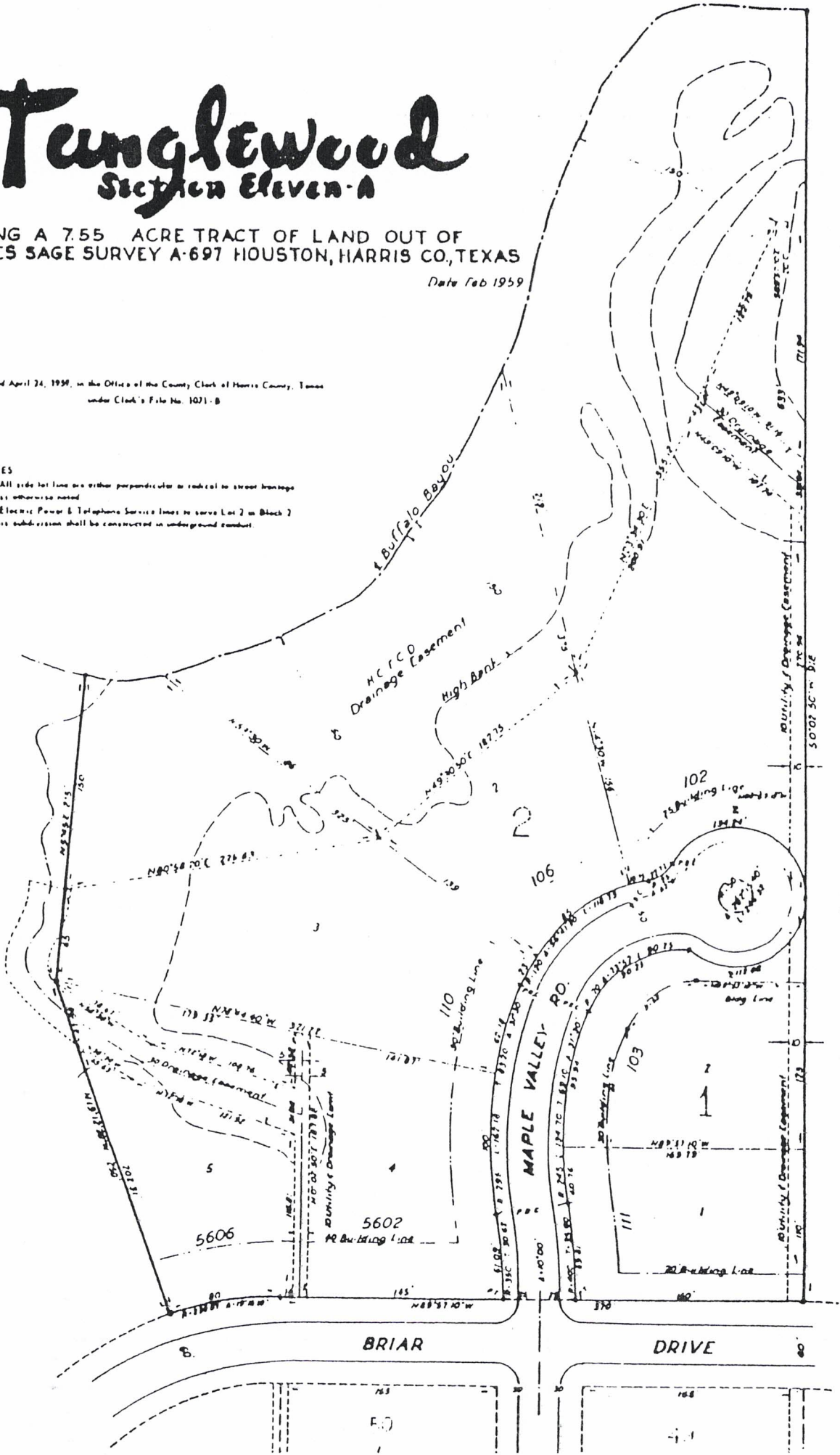
BEING A 7.55 ACRE TRACT OF LAND OUT OF  
OF CHARLES SAGE SURVEY A-697 HOUSTON, HARRIS CO, TEXAS

Date Feb 1959

Filed April 24, 1959, in the Office of the County Clerk of Harris County, Texas  
under Clerk's File No. 1021-B

### NOTES

1. All side lot lines are either perpendicular or radial to street frontage unless otherwise noted.
2. Electric Power & Telephone Service lines to serve Lot 2 in Block 2 of this subdivision shall be constructed in underground conduit.



Lot 1 Block 1

D. J. J.