

Reservations, Restrictions  
*and* Covenants  
in  
Section No. 10

# RESERVATIONS, RESTRICTIONS AND COVENANTS IN TANGLEWOOD ADDITION

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 8th day of May, 1953, all of the Directors being present; and at a meeting of the Board of Directors of PARKWOOD TERRACE CORPORATION, a Texas corporation, hereinafter sometimes called PARKWOOD, held in the office of the Corporation in Houston, Texas, on the 8th day of May, 1953, all of the Directors being present; the following resolutions were adopted, in each case, by unanimous votes of the Directors of the respective Corporations:

WHEREAS, TANGLEWOOD CORPORATION is the owner of certain lots in TANGLEWOOD Addition, Section 10, 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 the 7th day of May, 1953, under Clerk's File No. 1125506, said lots being described as follows, to-wit:

Block 15, Lots 8 to 21, both inclusive  
Block 16, Lots 9 and 10  
Block 17, Lots 12 and 13  
Block 40, Lots 10 to 17, both inclusive,  
and RESERVED TRACTS "A" and "B"  
Block 42, Lots 6, 7 and 8  
Block 43, Lots 1 to 5, both inclusive  
Block 44, Lots 1, 2, 3, 7, 8, and 9; and

WHEREAS, PARKWOOD TERRACE CORPORATION is the owner of certain lots in TANGLEWOOD Addition, Section 10, said lots being described as follows, to-wit:

Block 15, Lots 1 to 6, both inclusive  
Block 16, Lots 1 to 7, both inclusive, and  
Lots 12 to 17, both inclusive  
Block 17, Lots 15 to 21, both inclusive  
Block 44, Lot 5; and

WHEREAS, TANGLEWOOD CORPORATION and PARKWOOD TERRACE CORPORATION each own in severalty several tracts of land, which tracts comprise all of certain lots in TANGLEWOOD Addition, Section 10, said lots being described as follows, to-wit:

Block 15, Lot 7

Block 16, Lots 8 and 11

Block 17, Lot 14

Block 44, Lots 4 and 6; and

WHEREAS, it is the desire of TANGLEWOOD CORPORATION and PARKWOOD TERRACE CORPORATION to place restrictions, covenants, conditions, stipulations and reservations upon and against the property owned by said Corporations, as hereinabove set forth, comprising said TANGLEWOOD Addition, Section 10:

NOW, THEREFORE, BE IT RESOLVED: That the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Section 10 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 7th day of May, 1953, under Clerk's File No. 1125506. 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 shall be referred to and made a part of and construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of TANGLEWOOD CORPORATION or PARKWOOD TERRACE CORPORATION, or both, 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) There is reserved in TANGLEWOOD 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 10 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) There is reserved in TANGLEWOOD the necessary easements and rights 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 homelike tracts in said Section 10 of TANGLEWOOD, as shown on aforesaid map recorded in the Harris County Map Records, to which map and record reference is here made.

(4) There is reserved in TANGLEWOOD 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 PARKWOOD 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 shall be expressly agreed and understood that the title conveyed by TANGLEWOOD or PARKWOOD, or both, 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 PARKWOOD, or both, or its or their 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 and 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 10, an Addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on May 7th, 1953, under Clerk's No. 1125506; TANGLEWOOD CORPORATION and PARKWOOD TERRACE CORPORATION, being the sole owners of all property located in said TANGLEWOOD Section 10, as hereinabove set forth, desire to restrict the use and the development of the property located in TANGLEWOOD Section 10 in order to insure that it will be a high class restricted district:

NOW THEREFORE, TANGLEWOOD CORPORATION and PARKWOOD TERRACE CORPORATION, being the sole owners, as hereinabove set forth, of property known as TANGLEWOOD Section 10, an Addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on May 7th, 1953, under Clerk's No. 1125506, do 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, PARKWOOD TERRACE CORPORATION, their 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, 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 10, 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 or PARKWOOD, or both, 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.

(2) This property shall be used for residence purposes only. This restriction shall not apply to tracts designated as Reserved "A" and Reserved "B" on above mentioned plat of TANGLEWOOD, Section 10.

(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. This restriction shall not apply to tracts designated as Reserved "A" and Reserved "B" on above mentioned plat of TANGLEWOOD, Section 10.

(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. This restriction shall not apply to tracts designated as Reserved "A" and Reserved "B" on above mentioned plat of TANGLEWOOD, Section 10.

\* (5) Tract designated as Reserved "A" on abovementioned plat of TANGLEWOOD, Section 10, shall be used for residence purposes or for street right-of-way purposes only; tract designated as Reserved "B" on

\* See Restrictions in Deed (See extract from deed)

said plat shall be used for residence purposes or for park purposes only.

(6) 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.

(7) 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.

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

(9) No garage or servants house shall be erected on any lot in said TANGLEWOOD Section 9 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.

(10)

## VOID

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

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

(13) 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.

(14) Grass, weeds, and vegetation on each lot sold 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.

(15) 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 CORPORATION, and such encroachment is wholly at the risk of the owner.

(16) 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.

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

(18) 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.

(19) No excavation, except such as is 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.

(20) TANGLEWOOD CORPORATION, PARKWOOD TERRACE CORPORATION, or both, may make other restrictions applicable to specific lots by appropriate provision in the contract or deed from the corporation or corporations owning such lot, 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.

(21) Violations of any restrictions, condition or covenant herein shall give TANGLEWOOD CORPORATION the right to enter upon 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.

(22) 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.

(23) 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 deed from TANGLEWOOD CORPORATION, PARKWOOD TERRACE CORPORATION, or both, 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. In the case of garages on lots eighteen (18) to twenty-one (21), both inclusive, Block fifteen (15), whether made an integral part of the residence or detached therefrom, garage doors shall not open toward Woodway Drive or Chimney Rock Road, except with the written consent of TANGLEWOOD CORPORATION.

(24) 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.

(25) 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 No. 10 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 outbuilding on each site in Section No. 10, shall not be nearer to the property lines than is indicated in the following schedule (in the case of Lots One [1] to Nine [9], both inclusive, and Lots Eighteen [18] to Twenty-One [21], both inclusive, in Block Fifteen [15], swimming pools shall not be nearer to the property lines than the distance indicated for houses or residences):

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				
15	1	\$50,000 *	50	50	50	20	50	150	120	5	5
	2 & 3	40,000 *	50	50	20	20	50	150	5	5	5
	4 & 5	40,000 *	50	50	20	20	50	120	5	5	5
	6-8 incl.	40,000 *	50	50	20	20	50	100	5	5	5
	9	40,000 *	50	50	20	20	50	120	5	5	5
	10 & 11	35,000	20	20	50	10	10	10	130	5	5
	12	35,000	15	15	50	10	5	5	130	5	5
	13	35,000	10	50	20	15	5	120	5	5	5
	14	35,000	5	25	5	25	TO BE ATTACHED				
	15	35,000	15	15	10	45	5	5	5	110	5
	16 & 17	35,000	20	20	10	45	5	5	5	110	5
	18	35,000 *	45&20	10	45&20	50	60	5	5	5	5

\* See Letter 7/8/60 (9)



Block Lot Cost of Set Back Distances (No. ft. from Lot Lines)  
 No. Number Improvements No. So. East West No. So. East W.

See 19 →

	*	19	35,000	50	45/15	45/20	25	50	60	5	50
		20	35,000	15	15	45	25	5	5	110	50
		21	35,000	10	45	45	25	5	110	110	50
16		1	35,000	10	50	50	20	5	110	110	5
		2	30,000	10	50	20	20	5	110	5	5
		3-8 incl.	30,000	10	50	15	15	5	110	5	5
		9	35,000	10	50	15	50	5	110	5	100
		10	35,000	50	10	20	50	110	5	5	110
		11-16 incl.	35,000	50	10	20	20	110	5	5	5
		17	40,000	50	10	50	20	110	5	110	5
17		12	32,500	45	10	15	20	110	5	5	90
		13-20 incl.	30,000	45	10	15	15	110	5	5	5
		21	30,000	45	10	20	20	100	5	5	5
40		10-12 incl.	20,000	10	10	40	10	5	5	100	5
		13 & 14	25,000	12½	12½	40	10	5	5	100	5
	⊖	15	25,000	29½	12½	40	10	5	5	100	5
	⊕	16	25,000	12½	25	12½	40	10	5	100	5
		17	25,000	5	15	40	10	5	5	80	5
42		6	30,000	45	10	10	25	110	5	5	60
		7	30,000	45	10	15	15	110	5	5	5
		8	32,500	45	10	20	15	110	5	110	5
43		1	30,000	10	45	10	25	5	110	5	60
		2	30,000	10	45	10	10	5	110	5	5
		3	32,500	10	45	20	10	5	110	60	5
		4	32,500	40	10	10	10	110	5	5	5
		5	32,500	40	10	10	25	110	5	5	60
44		1	32,500	10	45	15	20	5	110	5	90
		2-4 incl.	30,000	10	45	15	15	5	100	5	5
		5	35,000	45	45	45	15	100	100	60	5
		6-8 incl.	30,000	45	10	15	15	110	5	5	5
		9	35,000	45	10	15	20	110	5	5	90

⊖ 15 12½ 12½ 40 10 5 5 100 5

⊕ 16 12½ 12½ 40 10 5 5 100 5

→ House already built so no need to notify owner  
 → Letter 2/7/55 to Purchaser  
 Above changes made since "Reserved A" will not be used as a street

⊕ "A"  
 Provided in Road → 25,000 12½ 12½ 40 10 5 5 100 5

⊕ (Not Street from Road)

## FACING OF HOUSE OR RESIDENCE

Block No. 15: Houses or residences on Lots No. 1 to No. 12, inclusive, shall face on Sturbridge Drive. The house or residence on Lot No. 13 shall face on Cranbrook Road. The house or residence on Lot No. 14 shall face on Tanglewood Road. Houses or residences on Lots No. 15 to No. 21, inclusive, shall face on Russett Drive.

Block No. 16: The house or residence on Lot No. 1 shall face on Tupper Lake Drive or Pine Shadows Road. Houses or residences on Lots No. 2 to No. 5, inclusive, shall face on Tupper Lake Drive. Houses or residences on Lots No. 6 to No. 8, inclusive, shall face on Cranbrook Road. The house or residence on Lot No. 9 shall face on Cranbrook Road or Sturbridge Drive. Houses or residences on Lots No. 10 to No. 16, inclusive, shall face on Sturbridge Drive. The house or residence on Lot No. 17 shall face on Sturbridge Drive or Pine Shadows Road.

Block No 17:

Houses or residences on Lots No. 12 to 21, inclusive, shall face on Tupper Lake Drive.

Block No. 40:

Houses or residences on Lots No. 10 to No. 17, inclusive, shall face on Chimney Rock Road.

Block No. 42:

Houses or residences on Lots No. 6 to No. 8, inclusive, shall face on Tupper Lake Drive.

Block No. 43:

Houses or residences on Lots No. 1 to No. 3, inclusive, shall face on Tupper Lake Drive. Houses or residences on Lots No. 4 and No. 5 shall face on Tanglewood Road.

Block No. 44:

Houses or residences on Lots No. 1 to No. 4, inclusive, shall face on Tupper Lake Drive. The house or residence on Lot No. 5 shall face on Tupper Lake Drive or Cranbrook Road. Houses or residences on Lots No. 6 to No. 9, inclusive, shall face on Cranbrook Road.

## 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. 12, Block No. 17; Lot No. 8, Block No. 42; Lots No. 1 and No. 9, Block No. 44; Lot No. 3, Block No. 43; same may enter from Tanglewood Road. On Lot No. 6, Block No. 42; Lots No. 1 and No. 5, Block No. 43; ~~Lots No. 14, No. 20 and No. 21, Block No. 15; same may enter from Chimney Rock Road.~~ On Lot No. 18, Block No. 15; same may enter from Woodway Drive. On Lot No. 19, Block No. 15, same may enter from Chimney Rock Road or Woodway Drive.

We, WM. G. FARRINGTON, as President of TANGLEWOOD CORPORATION, and ROBBY C. CARROLL, as its 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; and we, WM. G. FARRINGTON, as President of PARKWOOD TERRACE CORPORATION, and ROBBY C. CARROLL, as its Secretary, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the Board of Directors of PARKWOOD TERRACE CORPORATION passed and adopted at a meeting of said Board of Directors of PARKWOOD TERRACE CORPORATION held at Houston, Texas.



WITNESS our hands at Houston, Texas, on this 8th day of May, 1953.

ATTEST: TANGLEWOOD CORPORATION  
/s/ Robroy C. Carroll By /s/ Wm. G. Farrington  
Robroy C. Carroll, Secretary Wm. G. Farrington, Pres.  
(SEAL)

ATTEST: PARKWOOD TERRACE CORPORATION  
/s/ Robroy C. Carroll By /s/ Wm. G. Farrington  
Robroy C. Carroll, Secretary Wm. G. Farrington, President  
(SEAL)

SUBSCRIBED AND SWORN to before me this the 8th day of May, 1953.  
(SEAL) /s/ Laura Woodall  
Notary Public in and for  
Harris County, Texas

THE 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 ROBROY C. CARROLL, as 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 8th day of May,

1953.  
(SEAL) /s/ Laura Woodall  
Notary Public in and for  
Harris County, Texas

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared Wm. G. FARRINGTON, as President of PARKWOOD TERRACE CORPORATION, and ROBROY C. CARROLL, as 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 8th day of May,

1953.  
(SEAL) /s/ Laura Woodall  
Notary Public in and for  
Harris County, Texas.

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

First National Bank of Houston, Houston, Texas, as Trustee, under and by virtue of the authority granted to said First National Bank in Houston in deed from John B. Schumacher, et al, to Tanglewood Corporation, dated 30th day of April, A. D., 1951, filed for record in the office of the County Clerk of Harris County, Texas, on the 2nd day of May, A. D., 1951, under County Clerk's File No. 876061; 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 30th day of April, A. D., 1951, filed for record in the office of said County Clerk, on the 2nd day of May, A. D., 1951, under said County Clerk's File No. 876058; and under and by virtue of the authority granted to said First National Bank in Houston in deed from Cortes Trust Estate to Tanglewood Corporation, dated 9th day of April, A. D., 1951, filed for record in the office of the said County Clerk on the 2nd day of May, A. D., 1951, under County Clerk's File No. 876062; 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 9th day of April, A. D., 1951, filed for record in the office of said County Clerk, on the 2nd day of May, A. D., 1951, under said County Clerk's File No. 876059; does hereby ratify, adopt and join in the "Reservations, Restrictions and Covenants in Tanglewood Addition, Section 10", as hereinabove set forth.

In Testimony Whereof, First National Bank in Houston, as Trustee, has caused these presents to be signed by L. H. Thomas, its Vice-president, thereunto authorized, attested by its Assistant Cashier, H. H. Burghard, and its common seal hereunto affixed this 8th day of May, A. D., 1953.

(SEAL)

ATTEST:

H. H. Burghard  
Assistant Cashier

FIRST NATIONAL BANK IN HOUSTON  
By /s/ L. H. Thomas  
Vice-President

THE STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared L. H. Thomas, as Vice-President of First National Bank in 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 purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said First National Bank in Houston.

GIVEN under my hand and seal of office, this 8th day of May,  
A. D. 1953.

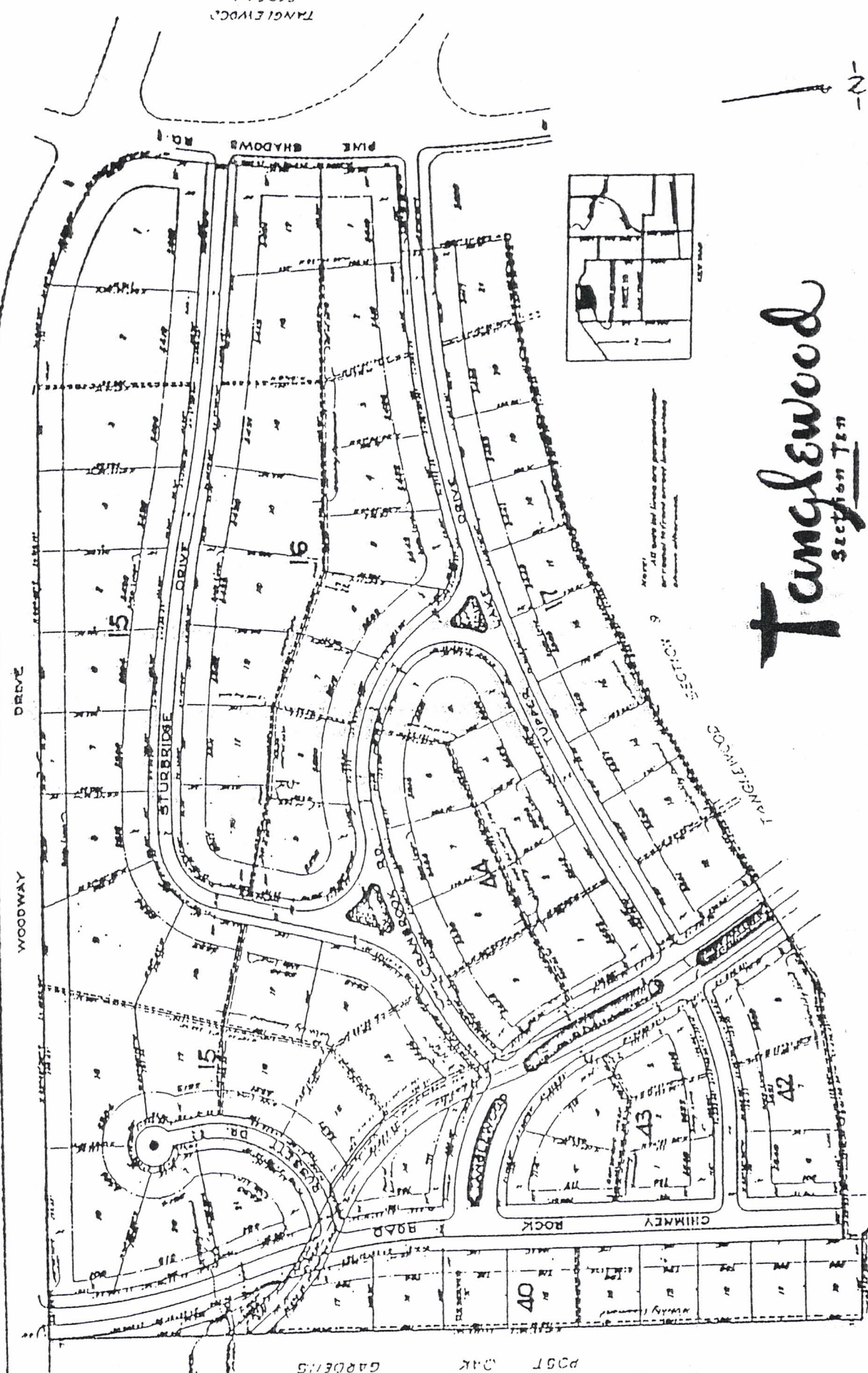
(SEAL)

/s/ Marjorie L. Spevack  
Notary Public in and for  
Harris County, Texas

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Filed May 8, 1953, in the Office of the County Clerk of Harris County,  
Texas, under Clerk's File No. 1125957.





# Tanglewood

Section Ten

54.681 ACRES OUT OF THE CHARLES SAGE SURVEY  
HOUSTON, HARRIS CO., TEXAS

Date April, 1953

GENERAL DEVELOPER  
TANGLEWOOD CORP.  
Wm. G. Hartung, Inc. - President

Filed May 7, 1953, in the Office of the County  
Clerk of Harris County, Texas, under Clerk's File  
No. 1125506.

# TANGLEWOOD CORPORATION

*Amendment  
Section 10*

July 8, 1960

TO PROPERTY OWNERS BACKING UP TO WOODWAY DRIVE, IN  
TANGLEWOOD ADDITION, SECTION X:

Mr. R. K. Franklin (Lot 1)  
Box 22126  
Houston, Texas

Mr. Grover Geiselman (Lot 2)  
5412 Sturbridge  
Houston 27, Texas

Mr. J. K. Butler (Lot 3)  
5420 Sturbridge  
Houston 27, Texas

Mr. Dean Osann (Lot 4)  
5338 Fieldwood  
Houston 27, Texas

Mr. W. L. Maguire (Lot 5)  
5438 Sturbridge  
Houston 27, Texas

Mr. Erwin F. Hill (Lot 6)  
5504 Sturbridge  
Houston 27, Texas

Mr. Howard W. Jacobs (Lot 7)  
5508 Sturbridge  
Houston 27, Texas

Mr. A. B. Hamil (Lot 8)  
5516 Sturbridge  
Houston 27, Texas

Mr. Bernard G. Johnson (Lot 9)  
3831 Charleston  
Houston, Texas

Mr. Herbert F. Handley (Lot 18)  
5504 Russet Drive  
Houston 27, Texas

Dr. D. C. McKenzie Hallson (Lot 19)  
5506 Russet Drive  
Houston 27, Texas

Gentlemen:

Pursuant to the authority reserved in Tanglewood Corporation in restrictions filed for record in the office of the County Clerk of Harris County, Texas, on May 8, 1953, under County Clerk's File No. 1125957, and in the best interest of the Addition as a whole, permission is hereby granted for the construction of a swimming pool and/or other improvements (whether attached or unattached to the residence) on the north fifty (50') feet of the property; provided that same shall not be closer than ten (10') feet from the north property line (instead of 50


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feet as set forth in said restrictions); and further provided that any such improvements erected within the said north 50 feet of the lot shall not be higher than seven (7') feet above ground level, and shall comply with all other restrictions and setback distances applicable to the property, as set forth in said restrictions, as well as with the applicable requirements for architectural approval.

Very truly yours

TANGLEWOOD CORPORATION

By

  
\_\_\_\_\_  
Wm. G. Farrington  
President

WGF:jh



STATE OF TEXAS  
COUNTY OF HARRIS

1272611  
KNOW ALL MEN BY THESE PRESENTS:

*Instrument  
Section 13*

That, whereas, heretofore, on April 7, 1953, one certain plat (herein sometimes referred to as "Plat"), was made and entered into by and between Tanglewood Corporation, and Parkwood Terrace Corporation, both being Texas corporations, of Harris County, Texas; joined therein by First National Bank in Houston, Texas, as Trustee, said First National Bank in Houston acting therein under and by virtue of the authority granted to said First National Bank in Houston in deed from John B. Schumacher, et al, to Tanglewood Corporation, dated April 30, 1951, filed for record in the office of the County Clerk of Harris County, Texas, on the second day of May, 1951, under County Clerk's File No. 876061; 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 30th day of April, 1951, filed for record in the office of said County Clerk, on May 2, 1951, under said County Clerk's File No. 876058; and under and by virtue of the authority granted to said First National Bank in Houston in deed from Cortes Trust Estate to Tanglewood Corporation, dated April 9, 1951, filed for record in the office of said County Clerk on May 2, 1951, under said County Clerk's File No. 876062; 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 April 9, 1951, filed for record in the office of said County Clerk, on May 2, 1951, under said County Clerk's File No. 876059; said above-mentioned plat covering Tanglewood Addition, Section X, an addition in Harris County, Texas, and being filed for record in the office of said County Clerk on May 7, 1953, under Clerk's File No. 1125506; and,

Whereas, heretofore, on May 8, 1953, one certain instrument (herein sometimes referred to as "Restrictions") was made and entered into by and between said Tanglewood Corporation and said Parkwood Terrace Corporation, joined therein by said First National Bank in Houston, as Trustee, under and by virtue of above-mentioned authority, said Restrictions being filed for record in the office of the County Clerk of Harris County, Texas, on May 8, 1953, under Clerk's File No. 1125957, and setting forth certain reservations, restrictions and covenants made applicable to

Tanglewood Addition, Section X, an addition in Harris County, Texas, according to abovementioned Plat filed under Clerk's File No. 1125506; and,

Whereas, reference is here made to each and all of said abovementioned instruments and the record thereof for all purposes; and,

Whereas, said abovementioned Plat sets forth a building set back distance of forty (40) feet from the south lines of Lots One (1), Two (2) and Three (3), Block Forty Three (43); and,

Whereas, said Restrictions set forth a building set back distance of forty-five (45) feet from said south lines of said Lots One (1), Two (2) and Three (3), said Block Forty Three (43); and,

Whereas said building set back distance of 40 ft. set forth in said Plat is in error, and said building set back distance of 45 ft. set forth in said Restrictions is correct; and,

Whereas, Paragraph (22) of said Restrictions reads as follows:

"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."; and,


Whereas, said building set back distance of forty (40) feet set forth in said Plat is in error and should be forty-five (45) feet in order to conform to the said set back distance set forth in said Restrictions, and in order to conform to set back distances applicable to lots to the south and east thereof, such conformity being for the best interest of the Addition as a whole:

NOW, THEREFORE, said Tanglewood Corporation and said Parkwood Terrace Corporation; joined herein by Lavndale Plaza Company, a Texas corporation, of Harris County, Texas, being the owner of said Lot One (1), Block Forty Three (43); and joined herein by Ernest W. Roe, of Harris County, Texas, being the holder of a contract to purchase said Lot One (1) from said Lavndale Plaza Company (such contract being dated March 1, 1954, entered into by and between said Lavndale Plaza Company and said

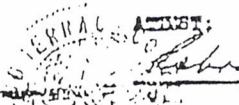
Ernest W. Roe); joined herein by Donald R. Bering, of Harris County, Texas, being the owner of said Lot Two (2), Block Forty Three (43); joined herein by Samuel F. Marshall, of Harris County, Texas, being the owner of said Lot Three (3), Block Forty Three (43); and said Lawndale Plaza Company, being the owner and holder of certain indebtedness against said Lot 3, Block 43; for and in consideration of Ten Dollars (\$10.00) each to the other in hand paid, and for the mutual benefit and advantage of the parties hereto, and to correct said above-mentioned error, and for the best interest of the Addition as a whole, have and do hereby expressly agree that the said south building set back distance applicable to said Lots One (1), Two (2), and Three (3), Block Forty Three (43), said Tanglewood Addition, Section I, is and shall be forty-five (45) feet, to the same effect as though said south building set back distance of forty-five (45) feet had been so set forth in said Plat (filed May 7, 1953, under said Clerk's File No. 1125506), instead of forty (40) feet as was erroneously set forth therein; all other terms, provisions, stipulations, restrictions and easements set forth in said Plat to remain unaltered and unaffected in any manner whatsoever.

This instrument shall be of no force and effect unless and until executed and acknowledged by all parties hereinafter indicated, and unless and until ratified and confirmed by said First National Bank in Houston, as hereinafter indicated.

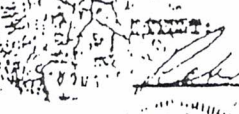
Witness the execution hereof, as of the 12<sup>th</sup> day of April

  
Wm. G. Farrington  
 Secretary

TANGLEWOOD CORPORATION  
 By Wm. G. Farrington  
 Wm. G. Farrington, President

  
Wm. G. Farrington  
 Secretary

PAREWOOD TERRACE CORPORATION  
 By Wm. G. Farrington  
 Wm. G. Farrington, President

  
Ernest W. Roe  
 Secretary

LAWDALE PLAZA COMPANY  
 By Ernest W. Roe  
 Ernest W. Roe, President

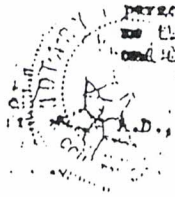


Ernest W. Roe  
 Ernest W. Roe  
Donald R. Bering  
 Donald R. Bering  
Samuel F. Marshall  
 Samuel F. Marshall



STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared  
Wm. G. Farrington, as President of Tanglewood Corporation, 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,  
and in the act and deed of said Corporation, and in the capacity therein stated.

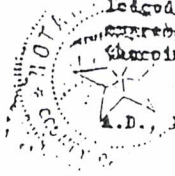


GIVEN under my hand and seal of office this 25th day of April  
A.D., 1954.

Laura Woodall  
Notary Public in and for Harris County, Texas  
LAURA WOODALL

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared  
Wm. G. Farrington, as President of Parkwood Terrace Corporation, known to me to  
be the person whose name is subscribed to the foregoing instrument, and acknow-  
ledged to me that he executed the same for the purposes and consideration therein  
expressed, and as the act and deed of said Corporation, and in the capacity  
therein stated.



GIVEN under my hand and seal of office this 25th day of April  
A.D., 1954.

Laura Woodall  
Notary Public in and for Harris County, Texas  
LAURA WOODALL

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared  
Wm. G. Farrington, as President of Leandale Plaza Company, 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,  
and in the act and deed of said Corporation, and in the capacity therein stated.



GIVEN under my hand and seal of office this 25th day of April  
A.D., 1954.

Laura Woodall  
Notary Public in and for Harris County, Texas  
LAURA WOODALL

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared  
Ernest W. Roe, known to me to be the person whose name is subscribed to the fore-  
going instrument, and acknowledged to me that he executed the same for the pur-  
poses and consideration therein expressed.



GIVEN under my hand and seal of office this 24 day of May

Lewis Davis  
Notary Public in and for Harris County, Texas

EXTRACT FROM DEED CONVEYING RESERVED "A"

Clerk of Harris County, Texas, under Clerk's File No. 1125957 did subject Tanglewood Addition, Section X, to certain stipulations, conditions, restrictions and reservations, but excepted tracts designated as said Reserved "A" (and Reserved "B") from certain of said restrictions; and,

Whereas, it is the intention of Grantor herein to subject said tract Reserved "A" to the identical restrictions made applicable to the remainder of said Section X (being all of said Section X, save and except said tract Reserved "A" and one certain tract Reserved "B"), and certain additional restrictions relating to lot frontage, cost of improvements and set back distances:

NOW, THEREFORE, anything herein, or in said instrument filed under said File No. 1125957, to the contrary notwithstanding, it is expressly provided and stipulated that:

Said tract Reserved "A" is hereby expressly made subject to the identical restrictions made applicable to the remainder of said Tanglewood Addition, Section X (being all of said Section X, save and except said tracts Reserved "A" and Reserved "B") by said instrument filed under Clerk's File No. 1125957, to the same effect as though said tract Reserved "A" had not been mentioned under "GENERAL RESTRICTIONS", Sections (2), (3), (4) and/or (5) of said instrument, and said Sections (2), (3), (4) and (5), insofar, but only insofar, as same relate to said tract Reserved "A", are hereby expressly amended to read as follows:

"(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 that 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 for the homesite on tract Reserved "A" shall never be less than its present frontage of one hundred twenty (120') feet.

"(5) Tract designated as Reserved "A" an abovementioned plat of Tanglewood, Section X, shall be used for residence purposes only; and,

Said tract Reserved "A" is hereby expressly made subject to the following additional restrictions under "SCHEDULE OF COST OF IMPROVEMENTS AND DISTANCE OF IMPROVEMENTS FROM PROPERTY LINES" as set forth in said instrument filed under said File No. 1125957, to the same effect as though such additional restrictions had been set forth in said instrument under "SCHEDULE OF COST OF IMPROVEMENTS AND DISTANCE OF IMPROVEMENTS FROM PROPERTY LINES", to-wit:

Block No.	Lot Number	Cost of Improvements	Set Back Distances (No. ft. from Lot Lines)			House			Outbuildings		
			No.	So.	East	West	No.	So.	East	West	
40	Reserved "A"	\$25,000	12½	12½	40	10	5	5	100	5	

All such abovementioned changes in, and additions to, restrictions applicable to said tract Reserved "A" shall have the same force and effect, and shall be subject to each and all of the same stipulations and conditions as though same had been incorporated word for word in the appropriate sections of said instrument filed under File No. 1125957,

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Donald B. Poring, 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.

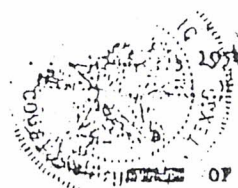


GIVEN under my hand and seal of office this 27th day of June 1954.

M. P. Peterson  
Notary Public in and for Harris County, Texas

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Samuel F. Marshall, 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.



GIVEN under my hand and seal of office this 29th day of May 1954.

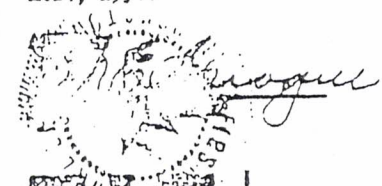
Mac Stout  
Notary Public in and for Harris County, Texas

STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That First National Bank in Houston, as Trustee, acting herein under and by virtue of the authority hereinabove set forth, has and does hereby ratify and confirm the provisions of the above and foregoing instrument.

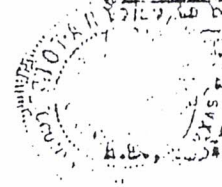
Witness the execution hereof, this 2nd day of June A.D., 1954.



FIRST NATIONAL BANK IN HOUSTON, a TRUSTEE  
[Signature]  
Vice President

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared J. R. [unclear] as Vice President of First National Bank in 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, and as the act and deed of said Corporation, and in the capacity thereof.



GIVEN under my hand and seal of office this 2nd day of June A.D., 1954.

Anna P. [unclear]  
Notary Public in and for Harris County, Texas

AURA P. HOLMES



when same was originally executed and filed for record, and, expressly, but not by way of limitation same shall constitute covenants running with the land and shall be effective for the same period of time and such effective period shall be automatically extended in the same manner as is set forth in said instrument filed under File No. 1125957; and reference is here made to said instrument filed under File No. 1125957 and the record thereof for all purposes, such instrument being incorporated herein by reference.

Nothing herein shall ever be construed to affect or impair in any manner the restrictions applicable to any part of said Tanglewood Addition, Section X, except said tract Reserved "A"; nor the restrictions applicable to said tract Reserved "A", except as herein expressly set forth.

STATE OF TEXAS }  
COUNTY OF HARRIS } -2-

I, W. D. MILLER, CLERK COUNTY COURT of HARRIS COUNTY, TEXAS,  
do hereby certify that the above and foregoing instrument with its  
certificate of authentication was filed for registration in my office  
on June 9, 1954 at 10:00 o'clock A.M. and duly  
recorded on June 22, 1954 at 12:00 o'clock P.M. in  
Vol. 2778 Page 24 of books of Records for said county.

WITNESS my hand and seal of office at Harris County, Texas  
this 9th day of June 1954.

W. D. MILLER, \_\_\_\_\_  
Clerk County Court Harris County, Texas.  
By Stella B. Cook Deputy.