

RESERVATIONS, RESTRICTIONS
and COVENANTS
IN
SECTION NO. 16

and there was reserved and is hereby expressly reserved in said Pine Forest Corporation, its successors and assigns, 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 Pine Forest 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 Pine Forest subject to the limited dedications herein expressed.

(2) There is reserved in Pine Forest 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 16 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 Pine Forest 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 Pine Forest sees fit to install across said lots, blocks, and homestead tracts in Said Section 16 of Tanglewood, as shown on aforesaid map recorded in the Harris County Map Records, to which map and the record reference is here made for all purposes.

(4) There is reserved in Pine Forest the right to make minor changes in and additions to the abovementioned easements for the purpose of most efficiently and economically installing the improvements.

(5) Neither Pine Forest 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 Pine Forest 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 Pine Forest 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 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 Pine Forest.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvements and sale of Tanglewood, Section 16, an Addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on May 1, 1959, under Clerk's No. 5138-B, Pine Forest, being the sole owner of all property located in said Tanglewood Section 16, desires to restrict the use and the development of the property located in Tanglewood Section 16 in order to insure that it will be a high class restricted district:

NOW, THEREFORE, Pine Forest Corporation, being the sole owner of property known as Tanglewood Section 16, an Addition in Harris County, Texas, according to the plat thereof filed in the office of the County Clerk, Harris County, Texas on May 1, 1959, under Clerk's No. 5138-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 Pine Forest Corporation and Tanglewood 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, of Harris County, Texas, its successors and assigns, 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 16 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 Pine Forest, 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, expressly, but not by way of limitation, that such release of any of 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 16, as set forth in the following instrument, to-wit: Instrument dated May 20, 1954, executed by Wm. G. Farrington, et al, recorded in Volume 2765, Page 486, of the Harris County Deed Records; to which said instrument and the record thereof reference is here made for all purposes, same being incorporated herein by reference.

(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

property. Until a home or residence is built on a lot, Pine Forest Corporation, 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) Except as set forth in the succeeding paragraph; 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 joint written consent of Pine Forest Corporation and 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 Pine Forest Corporation or Tanglewood Corporation 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 Pine Forest 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 both from Tanglewood Corporation and Pine Forest Corporation; such permission shall be revocable at any time by either Pine Forest Corporation or Tanglewood Corporation.

(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 Pine Forest and Tanglewood Corporation jointly.

(18) 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 joint written consent of Pine Forest Corporation and Tanglewood Corporation; provided, however, that this restriction shall never prohibit excavations for the purpose of con-

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 10, 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 Pine Forest Corporation.

(9)

VOID

(10) No trash, ashes or other refuse may 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 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 the

(5)

constructing swimming pools for the use with the residence constructed on the property upon the approval by Pine Forest of plans and specifications for same as provided in Pine Forest Corporation's deed.

(19) Pine Forest 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, conditions or covenant herein shall give Pine Forest Corporation or 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.

(21) Pine Forest Corporation and Tanglewood Corporation jointly 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 they deem 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 Pine Forest Corporation upon submission of plans and specifications, as provided in deed from Pine Forest Corporation, the setback distances from the 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 any street except with the written consent of Pine Forest 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

Tanglewood

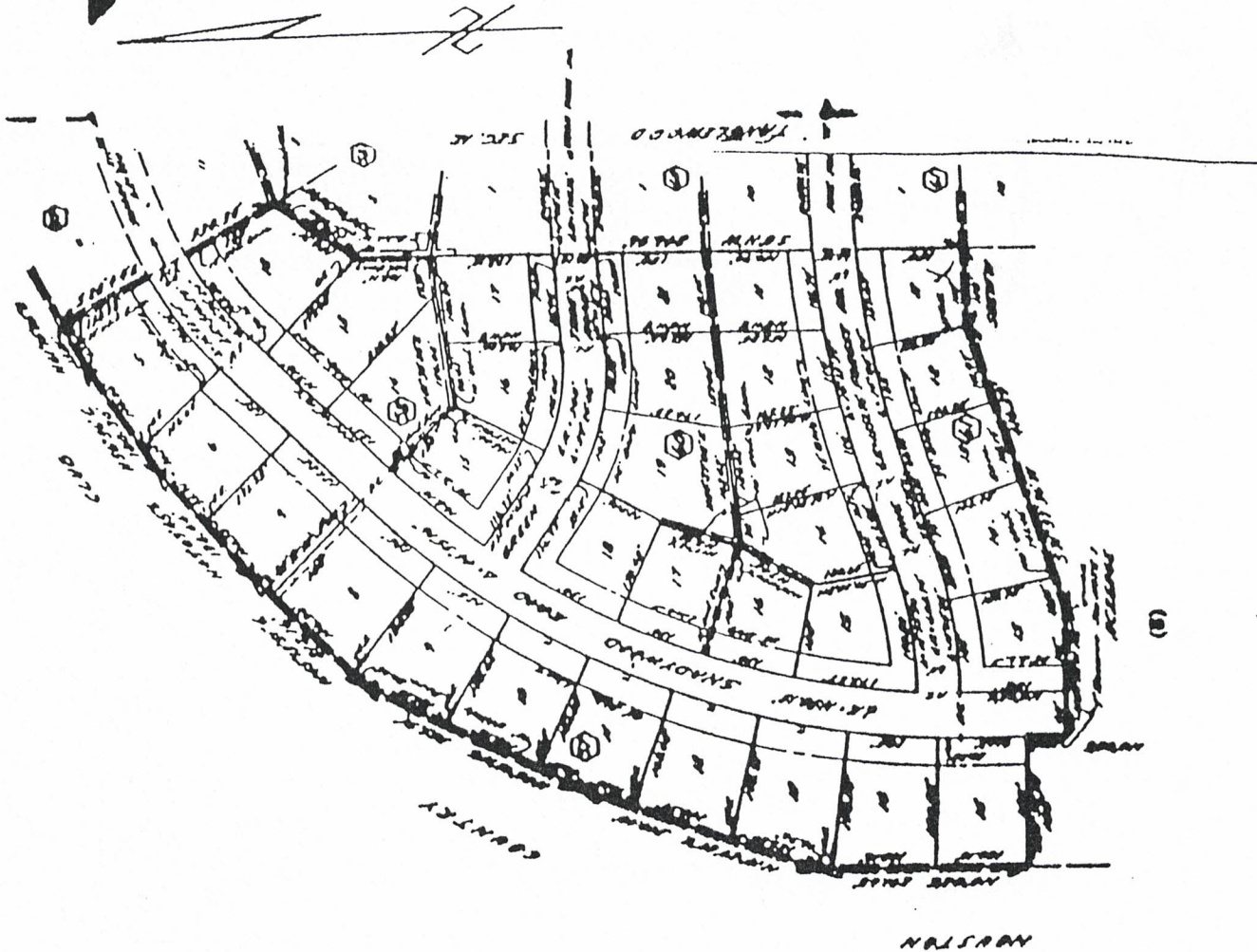
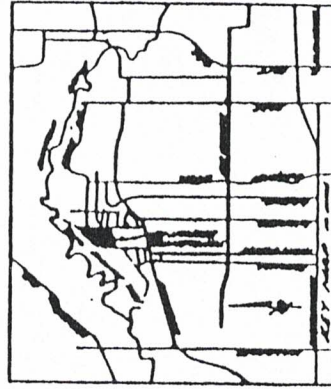
SECTION 16

A SUBDIVISION OF 19.94 ACRES

Rebt. Vlasa, A-77 & Chas. Sage, A-697, Surveys
HOUSTON, TEXAS

Pine Forest Corp.

Owners and Developers
10206 Memorial Drive
Houston, Harris County, Texas



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 requirements 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 No. 16 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. 16 shall not be nearer to the property lines than is indicated in the following schedule.

Block No.	Lot No.	Cost of Improvements	Set Back Distances (No. Ft. from Lot Lines)								
			House				Outbuildings				
			No.	So.	East	West	No.	So.	East	West	
57	5	\$40,000.	15'	15'	30'	10'	5'	5'	80'	5'	
	6	40,000.	15'	15'	40'	10'	5'	5'	100'	5'	
	7	40,000.	15'	15'	40'	10'	5'	10'	100'	5'	
	8	40,000.	15'	15'	40'	10'	10'	5'	100'	5'	
	9	40,000.	12½'	12½'	40'	10'	5'	5'	100'	5'	
	10	40,000.	12½'	12½'	40'	10'	5'	5'	100'	5'	
	11	40,000.	12½'	12½'	40'	10'	5'	5'	100'	5'	
	12	40,000.	12½'	12½'	40'	10'	5'	5'	100'	5'	
	13	40,000.	12½'	12½'	40'	10'	5'	5'	100'	5'	
	14	40,000.	12½'	12½'	40'	10'	5'	5'	100'	5'	
	15	40,000.	12½'	12½'	40'	10'	5'	5'	100'	5'	
	58	12	40,000.	15'	15'	10'	40'	5'	5'	5'	100'
		13	40,000.	12½'	12½'	10'	40'	5'	5'	5'	100'
		14	35,000.	12½'	12½'	10'	40'	5'	5'	5'	90'
		15	40,000.	10'	35'	10'	35'	5'	100'	5'	90'
16		30,000.	10'	35'	12½'	12½'	5'	100'	5'	5'	
17		30,000.	10'	35'	12½'	12½'	5'	100'	5'	5'	
60	11	25,000.	10'	35'	10'	10'	5'	100'	5'	5'	
	12	25,000.	10'	35'	10'	10'	5'	100'	5'	5'	
	13	25,000.	10'	35'	10'	10'	5'	100'	5'	5'	
	14	30,000.	10'	35'	12½'	12½'	5'	85'	5'	5'	
	15	40,000.	10'	35'	10'	35'	5'	85'	5'	90'	
	16	35,000.	12½'	12½'	10'	35'	5'	5'	5'	100'	
	17	35,000.	12½'	12½'	10'	35'	5'	5'	5'	100'	
	18	40,000.	35'	10'	10'	35'	85'	5'	5'	100'	
	19	40,000.	35'	10'	10'	10'	100'	5'	5'	5'	
	20	30,000.	35'	10'	10'	10'	100'	5'	5'	5'	
61	11	25,000.	35'	10'	12½'	12½'	100'	5'	5'	5'	
	12	25,000.	35'	10'	10'	10'	100'	5'	5'	5'	
	13	30,000.	35'	10'	10'	10'	100'	5'	5'	5'	
	14	35,000.	35'	10'	12½'	12½'	100'	5'	5'	5'	
	15	40,000.	35'	10'	10'	35'	100'	5'	5'	100'	

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 Blocks 57, 58, 60 and 61 as follows:

(a) The front property lines of Lots 5 to 15 inclusive, Block 57, same being along SHADYWOOD ROAD, are considered the east lot line of said lots.

(b) The front property lines of Lots 12 to 15 inclusive, Block 58, same being along SHADYWOOD ROAD, are considered the west lot line of said lots.

(c) The East line of Lot 13, Block 58 shall be considered as the lines of said Lot 13 designated on the plat of said subdivision as "55.33'" and "102.11'".

(d) The west line of Lot 14, Block 60 shall be considered as the line of said lot 14 designated on the plat of said subdivision as "120.64'" and the north line of said lot shall be considered as the lines of said lot 14 designated on the plat of said subdivision as "117.02'" and "38'".

(e) The front property lines of Lots 15 to 18 inclusive, Block 60, same being along SHADYWOOD ROAD, are considered the west lot line of said lots.

(f) The front property lines of Lots 16 and 17, Block 58, same being along GREEN TREE ROAD, are considered the south lot line of said lots.

(g) The front property lines of Lots 19 to 21 inclusive, Block 60, same being along GREEN TREE ROAD, are considered the north lot line of said lots.

(h) The front property line of Lots 11 to 14 inclusive, Block 60, same being along PINE FOREST ROAD, are considered the south lot line of said lots.

(i) The front property line of Lots 11 to 14 inclusive, Block 61, same being along PINE FOREST ROAD, are considered the north lot line of said lots.

(j) The front property line of Lot 15 in Block 61, same being along SHADYWOOD ROAD, is considered the west lot line of said lot.

FACING OF RESIDENCE

Block No. 57: The houses or residences on Lots No. 5 to No. 15 inclusive shall face on Shadywood Road.

Block No. 58: The houses or residences on Lots No. 12 to 15 inclusive shall face on Shadywood Road. The houses or residences on Lots No. 16 and No. 17 shall face on Green Tree Road. Upon the written consent of Pine Forest Corporation the houses or residences on Lot 15 may face the corner of said lot.

Block No. 60: The houses or residences on Lots No. 15 to No. 18 inclusive shall face on Shadywood Road. The houses or residences on Lots No. 19 to No. 21 inclusive shall face on Green Tree Road. The houses or residences on Lots No. 11 to 14 inclusive shall face on Pine Forest Road. Upon the written consent of Pine Forest Corporation the houses or residences on Lots 15 and 18 may face the corner of said respective lots.

Block No. 61:

The house or residence on Lot No. 15 shall face on Shadywood Road. The houses or residences on Lots No. 11 to 14 inclusive shall face on Pine Forest Road. The houses or residences on said Lot 15 upon the written consent of Pine Forest Corporation may face the corner of said lot.

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 15, Block 58 and Lot 18 of Block 60, same with written consent of Pine Forest Corporation may enter from Green Tree Road.

On Lot 15, Block 60 and Lot 15, Block 61, same with written consent of Pine Forest Corporation may enter from Pine Forest Road.

We, NORMAN J. BERING, as President of PINE FOREST CORPORATION and CONRAD BERING, 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 Pine Forest Corporation, passed and adopted at a meeting of said Board of Directors of Pine Forest Corporation held at Houston, Texas.

WITNESS our hands at Houston, Texas, on this 4th day of May, 1959.

PINE FOREST CORPORATION

By: s/ Norman J. Bering

Norman J. Bering, President

(Seal)

ATTEST:

s/ Conrad Bering

Secretary

SUBSCRIBED AND SWORN TO before me this the 4th day of May, 1959.

s/ Geraldine Robinson

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 Norman J. Bering, as President of Pine Forest Corporation and Conrad Bering, 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 4th day of May, 1959.

s/ Geraldine Robinson
Notary Public in and for
Harris County, Texas.

Filed May 5, 1959, in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. 06694.

RESERVATIONS, RESTRICTIONS AND COVENANTS IN TANGLEWOOD ADDITION

At a meeting of the Board of Directors of Pine Forest Corporation, a Texas corporation, herein sometimes called "Pine Forest", held in the office of the Corporation in Houston, Texas, on the 4th day of May, 1959, all of the Directors being present, the following resolutions were adopted by unanimous vote:

WHEREAS, Pine Forest Corporation is the owner of all of the lots and property in Tanglewood Addition, Section 16, 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 1st day of May, 1959, under Clerk's File No. 5138-B; and,

WHEREAS, it is the desire of Pine Forest Corporation to place restrictions, covenants, conditions, stipulations and reservations upon and against such property comprising said Tanglewood Addition, Section 16:

NOW, THEREFORE, BE IT RESOLVED: That the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Section 16 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 1st day of May, 1959 under Clerk's File No. 5138-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 Pine Forest Corporation, a Texas corporation, of Harris County, Texas (herein sometimes called "Pine Forest"), 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