

RESERVATIONS, RESTRICTIONS
and COVENANTS
IN
SECTION NO. 12

**RESERVATIONS, RESTRICTIONS AND
COVENANTS IN TANGLEWOOD
ADDITION**

At a meeting of the Board of Directors of AIRTEX, INC., a Texas corporation, herein sometimes called "AIRTEX", held in the office of the Corporation in Houston, Texas, on the 27th day of January, 1956, all of the Directors being present, the following resolutions were adopted by unanimous vote:

RESOLUTION ad

WHEREAS, AIRTEX, INC., is the owner of all of the lots and property in TANGLEWOOD Addition, Section 12, 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 26th day of January, 1956, under Clerk's File No. 1546963; and,

WHEREAS, it is the desire of AIRTEX, INC., to place restrictions, covenants, conditions, stipulations and reservations upon and against such property comprising said TANGLEWOOD Addition, Section 12:

NOW, THEREFORE, BE IT RESOLVED: That the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Section 12 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 26th day of January, 1956, under Clerk's File No. 1546963. 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 AIRTEX or TANGLEWOOD CORPORATION, a Texas corporation, of Harris County, Texas (herein sometimes called "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 re-

served and is hereby expressly reserved in said TANGLEWOOD 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 AIRTEX, INC., 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 12 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 homesite tracts in said Section 12 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 TANGLEWOOD the right to make minor changes in and additions to the abovementioned easements for the pur-

pose of most efficiently and economically installing the improvements.

(5) Neither TANGLEWOOD nor AIRTEX, 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 AIRTEX 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 AIRTEX, 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 12, an Addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on January 26, 1956, under Clerk's No. 1546963, AIRTEX INC., being the sole owner of all property located in said TANGLEWOOD Section 12, desires to restrict the use and the development of the property located in TANGLEWOOD Section 12 in order to insure that it will be a high class restricted district:

NOW, THEREFORE, AIRTEX, INC., being the sole owner of property known as TANGLEWOOD Section 12, an Addition in Harris County, Texas, according to the plat thereof filed in the office of the County Clerk, Harris County, Texas on January 26, 1956, under Clerk's No. 1546963, does hereby impose the following restrictions on said property which shall constitute covenants running with the land, and shall inure to the benefit of AIRTEX, INC., 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 12 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 AIRTEX, 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 12, as set forth in the following instruments, to-wit: Instrument dated March 25, 1954, executed by Wm. G. Farrington, et al, filed for record in the office of the County Clerk of Harris County, Texas, on May 20, 1954, under Clerk's File No. 1264780; and 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 instruments 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 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 12, 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 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 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) 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 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.

(15) On Lots No. 1, 2, 3, and 4, Block 57, screen plantings, not to exceed six feet in height above the ground, may be placed along the property lines along Shady River Road and Arborway Road. On Lot No. 2, Block 56, screen plantings, not to exceed six feet in height above the ground, may be placed along the property line along Arborway Road to a point in prolongation to the west of the south building line, and thence along such prolongation to the intersection of the west and south building lines.

(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 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.

(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) AIRTEX, INC., 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.

(21) Violations of any restrictions, conditions 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 or AIRTEX 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 AIRTEX, INC., the setback dis-

tances 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 the street except with the written consent of TANGLEWOOD CORPORATION.

(24) Lots backing and/or siding on Woodway Drive shall not have direct driveway access to said street.

(25) 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.

(26) 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 22 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. 12 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. 12, 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			
56	1	\$25,000	10	40	10	10 &	10	100	10	5
	2	25,000	10	40		35	10	90		60
					E line H.P.L. Co. R.O.W.					
					W line H.P.L. Co. R.O.W.				W line H.P.L. Co. R.O.W.	
57	1, 2, 3	40,000	10	40	15	15	5	100	5	5
	4	40,000	10	40	15	15	5	80	5	5
58	1	30,000	10	35	30	10	5	100	70	10
	2	25,000	10	10	30	10	5	5	90	10
	3	25,000	10	30	10	10	5	90	5	5
	4, 5	25,000	10	35	10	10	5	100	5	5
	6	30,000	10	35	25	12½	5	100	70	5
	7	30,000	40	10	25	12½	100	5	70	5
	8, 9, 10, 11	30,000	40	10	12½	12½	90	5	5	5
59	1	30,000	35	10	25	12½	100	5	80	5
	2	25,000	35	10	10	10	90	5	5	5
	3	30,000	35	10	10	20	90	5	5	100
	4	30,000	10	35	10	20	5	90	5	80
	5	25,000	10	35	10	10	5	90	5	5
	6	30,000	10	35	25	12½	5	90	80	5
60	1, 2, 3, 4	25,000	40	10	12½	12½	100	5	5	5
	5	30,000	40	10	25	10	100	5	75	5
	6	30,000	10	40	25	10	5	100	75	5
	7, 8, 9, 10	25,000	10	40	12½	12½	5	100	5	5
61	1, 2, 3, 4	25,000	40	10	12½	12½	100	5	5	5
	5	30,000	40	10	25	10	100	5	80	5
	6	30,000	10	40	25	10	5	100	80	5
	7, 8, 9, 10	25,000	10	40	12½	12½	5	100	5	5
62	1, 2, 3, 4	25,000	40	10	12½	12½	100	5	5	5
	5	30,000	40	10	25	10	100	5	80	5
	6	30,000	10	40	25	10	5	100	80	5
	7, 8, 9	25,000	10	40	10	10	5	100	5	5
	10	25,000	10	40	10	10	5	100	5	10
63	*1	25,000	10	40	40	10	10	80	80	5
	*2	25,000	10	40	10	10	5	80	5	5

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			
64	*1, 2, 3	25,000	40	10	10	10	100	5	5	5
	*4	30,000	40	10	25	10	100	5	80	5
	*5	30,000	10	40	25	10	5	100	80	5
	*6-12 incl.	25,000	10	40	10	10	5	100	5	5
65	*1	30,000	35 ⁴⁰	35	25	12½	80	35	80	5
	*2-8 incl.	25,000	40	35	10	10	80	35	5	5
55	1	30,000	40	10	10	35	100	5	10	90
	2-7 incl.	25,000	10	10	10	35	5	5	10	90
	8-12 incl.	25,000	10	10	10	35	5	5	10	90
	13	30,000	10	25	10	40	5	100	10	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 63, 64 and 65, as follows:

(a) The property lines of Lots 1 and 2, Block 63, along Craborchard Road, are considered the South lot lines of said lots.

(b) The property lines of Lots 1 to 4, inclusive, Block 64, along Craborchard Road, and Lots 1 to 8, inclusive, Block 65, along Riverview Way, are considered the North lot lines of said lots.

(c) The property lines of Lots 5 to 12, inclusive, Block 64, along Riverview Way, are considered the South lot lines of said lots.

FACING OF RESIDENCE

Block No. 55: The house or residence on Lot No. 1 shall face on Brown Saddle Road or Bayou Glen Road. Houses or residences on Lots No. 2 to No. 13, inclusive, shall face on Brown Saddle Road.

Block No. 56: The house or residence on Lots No. 1 and No. 2 shall face on Shady River Road.

Block No. 57: Houses or residences on Lots No. 1 and No. 2 shall face on Arborway Road. Houses or residences on Lots No. 3 and No. 4 shall face on Shady River Road.

Block No. 58: The house or residence on Lot No. 1 shall face on Green Tree Road or Bayou Glen Road. Houses or residences on Lots No. 2 to No. 6, inclusive, shall face on Bayou Glen Road. Houses or residences on Lots No. 7 to No. 11, inclusive, shall face on Shady River Road.

Block No. 59: Houses or residences on Lots No. 1 to No. 3, inclusive, shall face on Bayou Glen Road. Houses or residences on Lots No. 4 to No. 6, inclusive, shall face on Green Tree Road.

Block No. 60: Houses or residences on Lots No. 1 to No. 5, inclusive, shall face on Green Tree Road. Houses or residences on Lots No. 6 to No. 10, inclusive, shall face on Pine Forest Road.

Block No. 61: Houses or residences on Lots No. 1 to No. 5, inclusive, shall face on Pine Forest Road. Houses or residences on Lots No. 6 to No. 10, inclusive, shall face on Stones Throw Road.

Block No. 62: Houses or residences on Lots No. 1 to No. 5 inclusive, shall face on Stones Throw Road. Houses or residences on Lots No. 6 to No. 10, inclusive, shall face on Deerwood Road.

Block No. 63: The house or residence on Lot No. 1 shall face on Deerwood Road or Craborchard Road. The house or residence on Lot No. 2 shall face on Craborchard Road.

Block No. 64: Houses or residences on Lots No. 1 to No. 4, inclusive, shall face on Craborchard Road. Houses or residences on Lots No. 5 to No. 12, inclusive, shall face on Riverview Way.

Block No. 65: Houses or residences on Lots No. 1 to No. 8, inclusive, shall face on Riverview Way.

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. 2, Block No. 56; same may enter from Arborway Road. On Lots No. 6 and No. 7, Block No. 58; Lots No 1 and No. 6, Block No. 59; Lots No. 5 and No. 6, Block No. 60; Lots No. 5 and No. 6, Block No. 61; and Lots No. 5 and No. 6, Block No. 62; same may enter from Brown Saddle Road. On Lot No. 1, Block No. 55; same may enter from Bayou Glen Road. On Lot No. 13, Block No. 55; Lot No. 1, Block No. 63; Lots No. 4 and No. 5, Block No. 64; and Lot No. 1, Block No. 65; same may enter from Deerwood Road.

We, WM. G. FARRINGTON, as President of AIRTEX, INC., and ROBROY 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 AIRTEX, INC., passed and adopted at a meeting of said Board of Directors of AIRTEX, INC., held at Houston, Texas.

WITNESS our hands at Houston, Texas, on this 27th day of January, 1956.

AIRTEX, INC.

By/s/ Wm. G. Farrington
Wm. G. Farrington, President

(Seal)

ATTEST:

/s/ Robroy C. Carroll
Robroy C. Carroll, Secretary

SUBSCRIBED AND SWORN to before me this the 27th day of January, 1956.

(Seal)

s/ Patti M. Shafer
Notary Public in and for Harris County, Texas
Patti M. Shafer

STATE OF TEXAS)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally appeared Wm G. FARRINGTON, as President of AIRTEX, INC., 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 27th day of January, 1956.

(Seal)

s/ Patti M. Shafer
Notary Public in and for Harris County, Texas
Patti M. Shafer

STATE OF TEXAS)
COUNTY OF HARRIS)

First National Bank in Houston, Houston, Texas, as Trustee, under and by virtue of the authority granted to said First National Bank in Houston in deed from Florence Bering Hibler, et vlr, to WM G. FARRINGTON, dated 18th day of January, 1952, filed for record in the office of the County Clerk of Harris County, Texas, on the 6th day of June, A.D., 1952, under County Clerk's File No. 1007540; and the authority granted to said First National Bank in Houston in deed of trust from WM. G. FARRINGTON to First National Bank in Houston, as Trustee, dated 18th day of January, A.D., 1952, filed for record in the office of said County Clerk on the 5th day of June, A.D., 1952, under said County Clerk's File No. 1006945; does hereby ratify, adopt and join in the "Reservations, Restrictions and Covenants in Tanglewood Addition, Section 12", 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, W. C. W. Hobbs and its common seal hereunto affixed this 30th day of January, A.D., 1956.

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

(Seal)

ATTEST:
s/ W. C. W. Hobbs
Assistant Cashier

STATE OF TEXAS)
COUNTY OF HARRIS)

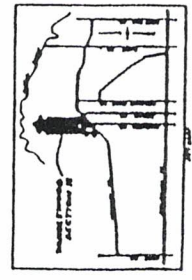
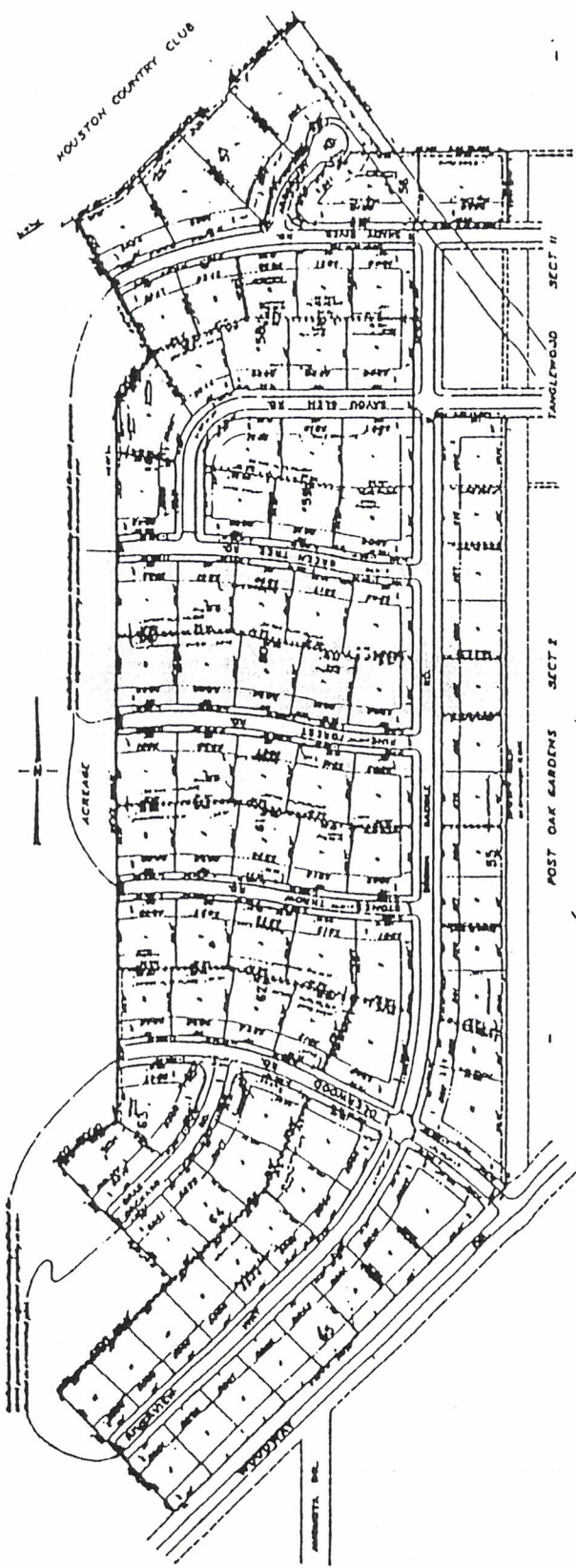
BEFORE ME, the undersigned authority, on this day personally appeared L. H. Thomas, as Vice-President of First National Bank in Houston, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said First National Bank in Houston, Trustee.

GIVEN under my hand and seal of office, this the 30th day of January, A.D., 1956.

(Seal)

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

Filed January 30, 1956, in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. 1548302.



Tanglewood
 2475 East Tanglewood

48.841 ACRES OUT OF THE CHARLES SARG SURVEY
 COUNTY OF HARRIS, TEXAS
 JANUARY 2, 1956

AMERICAN LAND INVESTMENT CO., INC.
 1000 WEST 17TH STREET
 HOUSTON, TEXAS

Filed January 26, 1956, in the office of the County Clerk of Harris County, Texas,
 under Clerk's File No. 1546963.