

RESERVATIONS, RESTRICTIONS
AND COVENANTS
IN
SECTION NO. 18

SECTION EIGHTEEN

IN TANGLEWOOD ADDITION

At a meeting of the Board of Directors of Longwoods Corporation, a Texas corporation, herein sometimes called "Longwoods" held in the office of the corporation, in Houston, Texas, on the 11th day of January, 1972, all of the Directors being present, the following resolutions were adopted by unanimous vote:

RESOLUTION
January 11,

WHEREAS, Longwoods Corporation is the owner of all of the lots and property in Tanglewood Addition, Section 18, 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 27th day of January, 1972, and recorded in Volume 187, page 22 of the Map and Plat Records of Harris County, Texas; and

WHEREAS, it is the desire of Longwoods Corporation to place restrictions, covenants, conditions, stipulations and reservations upon and against such property comprising said Tanglewood Addition, Section 18;

NOW, THEREFORE, BE IT RESOLVED: That the restrictions and covenants and reservations hereinafter set out shall be, and the same are, made applicable to Section 18 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 27th day of January, 1972, and recorded in Volume 187, page 22 of the Map and Plat Records of Harris County, Texas. 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 reservations, restrictions and covenants herein contained, to the same extent as though copied at length in said dedication certificates and said map is subject to only such minor changes as, in the judgment of Longwoods Corporation, a Texas corporation, of Harris County, Texas, (herein sometimes called "Longwoods"), are necessitated by the efficient installation of improvements.

Section 18 of Tanglewood, as shown on aforesaid map recorded in the Harris County Map and Plat Records in Volume 187, page 22 to which map and the record reference is here made for all purposes.

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

(5) Neither Longwoods 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 Longwoods 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 Longwoods 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 LONGWOODS.

R E S T R I C T I O N S

For the purpose of creating and carrying out a uniform plan for the improvements and sale of TANGLEWOOD, SECTION 18, an addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on January 27, 1972 and recorded in Volume 187, page 22 of the Map and Plat Records of Harris County, Texas, LONGWOODS, being the sole owner of all property located in said TANGLEWOOD, SECTION 18, desires to restrict the use

R E S E R V A T I O N S

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 said Longwoods Corporation, its successors and assigns, the following rights, titles 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 Longwoods 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 Longwoods subject to the limited dedications herein expressed.

(2) There is reserved in Longwoods 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, construct and maintain therein and thereon a system of electric lights, power, telegraph and telephone line or lines and connections with all necessary appurtenances thereto; 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 18 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 Longwoods the necessary easements and right of way for the purpose of constructing, maintaining and repairing a system or systems of light, electric power, telegraph and telephone line or lines underground or overhead, and gas, sewers, or any other utility Longwoods is fit to install across said lots, blocks, and homestead tracts in said

and the development of the property located in TANGLEWOOD, SECTION 18, in order to insure that it will be a high class restricted district:

NOW, THEREFORE, LONGWOODS CORPORATION, being the sole owner of property known as TANGLEWOOD SECTION 18, an Addition in Harris County, Texas, according to the plat thereof filed in the office of the County Clerk, Harris County, Texas, on January 27, 1972, and recorded in Volume 187, Page 22, of the Map and Plat Records of Harris County, Texas, does hereby impose the following restrictions on said property which shall constitute covenants running with the land, and shall inure to the benefit of LONGWOODS 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, 2014, 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 18, 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 LONGWOODS, on either January 1, 2014, 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 same for record in the office of the County Clerk of Harris County, Texas, at any time prior to January 1, 2009, 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 18, as set forth in the following instrument, to-wit: Instrument dated May 20, 1954, executed by Wm. C. 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. No improvements of any character shall be erected or maintained, or the erection thereof begun or changes made in the exterior design thereof after original construction, on any of the lots in Tanglewood, Section 18 until complete plans and specifications, including a plot plan, have been submitted to and approved in writing by Longwoods Corporation.

(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 homestead 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 homestead 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, mobile homes and apartment houses, and to exclude commercial and professional uses; and any such use 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 18, 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 Longwoods Corporation.

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

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

(11) 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.

(12) 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, Longwoods 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.

(13) 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 Longwoods Corporation and

Tanglewood Corporation; no fence, wall, or hedge shall be placed on any portion of the site 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 Longwoods Corporation or Tanglewood Corporation and such encroachment is wholly at the risk of the owner.

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

(15) 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 Longwoods Corporation; such permission shall be revocable at any time by either Longwoods Corporation or Tanglewood Corporation.

(16) 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 Longwoods and Tanglewood Corporation jointly.

(17) 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 Longwoods Corporation and Tanglewood Corporation; provided, however, that this restriction shall never prohibit excavations for the purpose of constructing swimming pools for the use with the residence constructed on the property upon the approval by Longwoods of plans and specifications for same as provided in Longwoods Corporation's deed.

(18) Longwoods Corporation may make other restrictions applicable to each lot by a, 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 herein.

(19) Violations of any restrictions, conditions or covenants herein shall give Longwoods Corporation, Tanglewood Corporation or Tanglewood Homes Association, Inc. the right to enter upon property where such violations 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.

(20) Longwoods Corporation and Tanglewood Corporation jointly or Longwoods Corporation and Tanglewood Homes Association, Inc. 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.

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

(22) 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 changes, if any, of the unit cost of construction in the future; for example, should construction cost at a given date be 10% less than that prevailing at the time of this resolution, improvements costing \$36,000.00 would satisfy a requirement of \$40,000.00 minimum; whereas, should such construction cost have advanced 10%, \$44,000.00 expenditure would be required to fulfill a \$40,000.00 minimum requirement as expressed herein.

(23) 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 20 hereof.

(24) An underground electric distribution system will be installed in that part of Tanglewood Subdivision, Section 18, designated Underground Electric Residential Subdivision, which underground service area shall embrace all lots in Tanglewood Subdivision, Section 18. The owner of each lot in the Underground Electric Residential Subdivision shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition the owner of each lot shall, at his own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such owner's lot. For so long as underground service is maintained in the Underground Electric Residential Subdivision the electric

service to each lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

(25) The electric company has installed the underground electric distribution system in the Underground Electric Residential Subdivision at no cost to Developer (except for certain conduits, where applicable) upon Developer's representation that the Underground Electric Residential Subdivision is being developed for single family dwellings and/or townhouses of the usual and customary type, constructed upon the premises, designed to be permanently located upon the lot where originally constructed and built for sale to bona fide purchasers (such category of dwellings and/or townhouses expressly excludes, without limitation, mobile homes and duplexes). Therefore, should the plans of lot owners in the Underground Electric Residential Subdivision be changed so that dwellings of a different type will be permitted in such Subdivision, the company shall not be obligated to provide electric service to a lot where a dwelling of a different type is located unless (a) Developer has paid to the company an amount representing the excess in cost, for the entire Underground Electric Residential Subdivision, of the underground distribution system over the cost of equivalent overhead facilities to serve such Subdivision, or (b) the owner of such lot, or the applicant for service, shall pay to the company the sum of (i) \$1.00 per front lot foot, it having been agreed that such amount reasonably represents the excess in cost of the underground distribution system to serve such lot over the cost of equivalent overhead facilities to serve such lot, plus (ii) the cost of rearranging and adding any electric facilities serving such lot, which rearrangement and/or addition is determined by the company to be necessary.

(26) No asbestos siding shall be used in the construction of any residence or improvements on said property without the consent of Longwoods Corporation; further, no roof shall have shingles or other roofing consisting of asphalt material; provided, however, such roofs may be

constructed of what is commonly known and referred to as a "built-up" roof consisting of tar, gravel or any other aggregate commonly used in the construction of a "built-up" roof, and nothing herein contained shall be construed as in any manner preventing wood shingles being used on the roof of any residence or improvements on said property.

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

Cost of Improvements:

Houses or residences constructed on sites in Section 18 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 18 shall not be nearer to the property lines than indicated in the following schedule:

Block No.	Lot No.	Cost of Improvements	Set-Back Distances				(No. Ft. from Lot Lines)			
			No.	So.	East	West	No.	So.	East	West
			House				Outbuildings			
63	11	\$50,000.00	5'	25'	5'	10'	5'	80'	5'	40'
	12	50,000.00	5'	25'	5'	10'	5'	80'	5'	5'
	13	50,000.00	5'	25'	5'	10'	5'	80'	5'	5'
	14	50,000.00	5'	25'	5'	10'	5'	80'	5'	5'
	15	50,000.00	5'	25'	5'	10'	5'	80'	5'	5'
	16	50,000.00	5'	25'	5'	10'	5'	80'	5'	5'
	17	50,000.00	5'	25'	5'	10'	5'	80'	5'	5'
	18	50,000.00	10'	25'	25'	5'	10'	80'	100'	5'
64	13	50,000.00	25'	8'	10'	5'	100'	8'	10'	5'
	14	50,000.00	25'	8'	5'	10'	80'	8'	5'	5'
	15	50,000.00	25'	8'	5'	10'	80'	8'	5'	5'
	16	50,000.00	25'	8'	5'	10'	80'	8'	5'	5'
	17	50,000.00	25'	8'	5'	10'	80'	8'	5'	5'
	18	50,000.00	25'	8'	5'	10'	80'	8'	5'	5'
	19	50,000.00	25'	8'	5'	10'	80'	8'	5'	5'
	20	50,000.00	25'	8'	5'	10'	80'	8'	5'	5'
	21	50,000.00	25'	8'	5'	10'	80'	8'	5'	5'
	22	50,000.00	25'	8'	5'	10'	80'	8'	5'	5'
	23	50,000.00	25'	8'	5'	10'	80'	8'	5'	40'
	24	50,000.00	10'	5'	8'	25'	8'	5'	8'	80'
	25	50,000.00	10'	5'	8'	25'	5'	5'	8'	80'
	26	50,000.00	10'	5'	8'	25'	5'	5'	8'	80'
	27	50,000.00	5'	10'	8'	25'	5'	5'	8'	80'
57	24	50,000.00	5'	10'	25'	10'	5'	5'	80'	10'
	25	50,000.00	5'	10'	25'	10'	5'	5'	80'	10'
	26	50,000.00	5'	10'	25'	10'	5'	5'	80'	10'
	27	50,000.00	5'	10'	25'	10'	5'	5'	80'	10'
	28	50,000.00	5'	10'	25'	12½'	5'	5'	80'	12½'
	29	50,000.00	5'	10'	25'	12½'	5'	5'	80'	12½'
	30	50,000.00	5'	45'	25'	12½'	5'	80'	80'	12½'

The 140 foot line at the rear of Lot No. 18, Block No. 63 will be considered the North line.

The 85 foot line at the rear of Lot No. 13, Block No. 64 will be considered the South line.

The 85 foot line and 100 foot line at the rear of Lot No. 15, Block No. 64 will be considered the South line.

Facing of Residence:

Block No. 63: The houses or residences on Lots No. 11 through No. 18, both inclusive, shall face South on Crab Orchard Road.

Block No. 64: The houses or residences on Lots No. 13 through No. 23, both inclusive, shall face North on Crab Orchard Road. The houses or residences on Lots No. 24 through No. 27, both inclusive, shall face West on Shadywood Road.

Block No. 57: The houses or residences on Lots No. 24, through No. 30, both inclusive, shall face East on Shadywood Road.

Entrance of Garage Driveway:

Garage driveways constructed on all lots shall enter from the street on which the houses or residences face.

Driveway access to Lot No. 11, Block No. 63, shall be from Shadywood at the Northwest corner.

Driveway access to Lot No. 18, Block No. 63, shall be from Crab Orchard at the East along the 10 foot building line.

Driveway access to Lots No. 13 through No. 22, both inclusive, Block No. 64, shall be from Crab Orchard.

Driveway access to Lot No. 23, Block No. 64, shall be from Shadywood at the Southwest corner.

Driveway access to Lot No. 30, Block No. 57, shall be from Crab Orchard at the Southwest corner. Upon architectural approval and the joint approval of Longwoods Corporation and Tanglewood Corporation, the South building line of Lot No. 30, Block No. 57, may be reduced to 35 feet

rather than the 45 feet set back line above provided, provided that the East side of the residence and the South side of the residence not so architecturally designed as to have each thereof appear to be the front of the residence.

WE, CONRAD BERING, as President of LONGWOODS CORPORATION, and AUGUST C. BERING, III, 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 LONGWOODS CORPORATION, passed and adopted at the meeting of said Board of Directors of LONGWOODS CORPORATION held at Houston, Texas.

WITNESS our hands at Houston, Texas, on this the 27th day of January, 1972.

LONGWOODS CORPORATION

ATTEST:

By /s/ Conrad Bering
Conrad Bering, President

/s/ August C. Bering, III
August C. Bering, III, Secretary

SUBSCRIBED AND SWORN TO BEFORE ME this the 27th day of January, 1972.

/s/ Betty Porter
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 CONRAD BERING, as President of Longwoods Corporation, and AUGUST C. BERING, III, 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, 1972.

/s/ Betty Porter
Notary Public in and for
Harris County, Texas.

BZLAN 27 AM 9 32

CITY OF HOUSTON

CONRAD BERGING, President of the Longwoods Corporation, is hereby notified that the City of Houston, Texas, has approved the plat and subdivision of Tanglewood, Section 18, located in the Robert Wood Survey, Harris County, Texas, as shown on the plat and as described in the plat and as shown on the plat and as described in the plat...

Attest: My hand and the seal of the City of Houston, Texas, this 27th day of September, 1917.

Witness my hand in Houston, Harris County, Texas, this 27th day of September, 1917.

Attest: My hand and the seal of the City of Houston, Texas, this 27th day of September, 1917.

This is to certify that I, Calvin J. Morgan, a registered engineer of the State of Texas, have placed the above mentioned plat in the office of the City Engineer, Harris County, Texas, and that this plat is a true and correct copy of the original...

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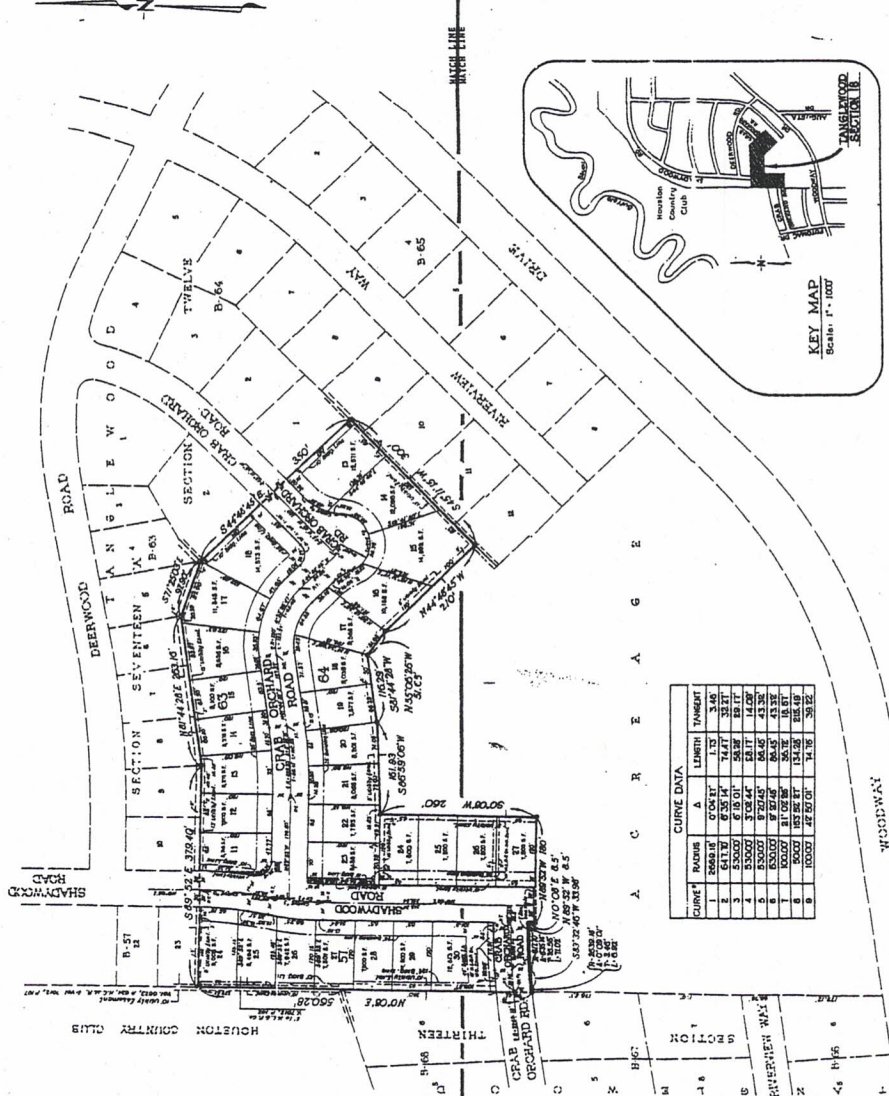


Table with columns: CURVE NO., RADIUS, AREA, LENGTH, INCHES. Contains data for curves 1 through 9.

OFFICE OF THE COUNTY CLERK, HARRIS COUNTY, TEXAS

MAP RECORDS OF COUNTY CLERK

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TANGLEWOOD SECTION 18

THIS IS PAGE 1 OF 5 PAGES

KEY MAP

NOTES: 1. ALL SIDE LOT LINES ARE EITHER PERPENDICULAR OR PARALLEL TO STREET FRONTAGE UNLESS OTHERWISE INDICATED. 2. ONE FOOT RESERVE INDICATED TO THE PUBLIC IS FOR AS A BUFFER ZONE...

Tanglewood Section 18

A SUBDIVISION OF 8.4439 ACRES OF LAND IN THE ROBT. VINCE SURVEY, ABSTRACT No. 77 AND THE CHARLES SAGE SURVEY, ABSTRACT No. 691, CITY OF HOUSTON, HARRIS COUNTY, TEXAS.

OWNER: LONGWOODS CORP. Scale: 1"=100' CONRAD BERGING, PRESIDENT
Cabin J. Morgan & Assoc., Inc. - Civil Engineers
Williams & Crawford - Land Planning Consultants
3 Blocks - 30 Lots - 3,555 Lots/Acre

