

RESERVATIONS, RESTRICTIONS
and COVENANTS
IN
SECTION No. 4-A

RESERVATIONS, RESTRICTIONS AND
COVENANTS IN TANGLEWOOD
ADDITION

RESOLUTION adopted
October 17, 1952

TANGLEWOOD CORPORATION, a Texas corporation, of Harris County, Texas, hereinafter sometimes called "TANGLEWOOD," acting herein by and through its officers hereunto duly authorized, and Wm. G. Farrington and wife, Bernice B. Farrington, have and do hereby make applicable to TANGLEWOOD Addition, Section 4-A, an addition in Harris County, Texas, according to the plat thereof filed for record in the office of the County Clerk of Harris County, Texas, on the 17th day of October, 1952, under Clerk's File No. 1052567, the restrictions, covenants, conditions, stipulations and reservations hereinafter set forth, the following resolutions setting forth same having been adopted by unanimous vote of the Board of Directors of said TANGLEWOOD CORPORATION, at a meeting of said Board of Directors, held in the office of said TANGLEWOOD CORPORATION in Houston, Texas, all of the Directors being present, on the 18th day of October, 1952, to-wit:

WHEREAS, TANGLEWOOD CORPORATION is the owner of certain lots in TANGLEWOOD Addition, Section 4-A, an addition in Harris County, Texas, according to the plat thereof, filed for record in the office of the County Clerk of Harris County, Texas, on the 17th day of October, 1952, under Clerk's File No. 1052567, said lots being described as follows, to-wit:

Block 14, Lots 2 to 4, Inclusive
and Lots 6 to 10, Inclusive; and,

WHEREAS, Wm. G. Farrington and wife, Bernice B. Farrington, are the owners of one certain lot in said TANGLEWOOD Addition, Section 4-A, said lot being described as follows, to-wit:

Block 14, Lot 5; and

WHEREAS, It is the desire of TANGLEWOOD CORPORATION and of Wm. G. Farrington and wife, Bernice B. Farrington, to place restrictions upon and against the use and development of the above mentioned property comprising all of said TANGLEWOOD Addition, Section 4-A:

NOW, THEREFORE, BE IT RESOLVED: That the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Section 4-A of TANGLEWOOD, an addition in Harris County, Texas, the plat of which was filed in the office of the County Clerk, in Harris County, Texas, on the 17th day of October, 1952, under Clerk's File No. 1052567. 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 Wm. G. Farrington and wife, Bernice B. Farrington, 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 4-A connection privileges on said drainage, sewerage or water systems) gas, light and power, telegraph and telephone service to said Addition and the inhabitants thereof; and for all other purposes incident to the development and use of said property as a community unit.

(3) 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 4-A 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 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 Wm. G. Farrington and wife, Bernice B. Farrington, to any lot or parcel of land in said Addition by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm-sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by TANGLEWOOD, or its agents, through, along or upon said premises or any part thereof to serve said property or any other portions of the Addition, and the right to maintain, repair, sell or lease such lines, utilities 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 4-A, an Addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on October 17th, 1952, under Clerk's No. 1052567; TANGLEWOOD CORPORATION and Wm. G. Farrington and wife, Bernice B. Farrington, being the sole owners of all property located in said TANGLEWOOD Section 4-A, as hereinabove set forth, desire to restrict the use and the development of the property located in TANGLEWOOD Section 4-A in order to insure that it will be a high class restricted district:

NOW, THEREFORE, TANGLEWOOD CORPORATION and Wm. G. Farrington and wife, Bernice B. Farrington, being the sole owners, as hereinabove set forth, of property known as TANGLEWOOD Section 4-A, an Addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on October 17th, 1952, under Clerk's No. 1052567, 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, Wm. G. Farrington and wife, Bernice B. Farrington, their heirs, executors, administrators, 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 4-A, may release all of the lots hereby restricted from any one or more of said restrictions, or may release any lot from any restriction imposed hereby or created by deed from TANGLEWOOD or Wm. G. Farrington and wife, Bernice B. Farrington, 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.

(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 servants house shall be erected on any lot in said TANGLEWOOD Section 4-A with roof or outside walls of material or color different from those used in house or residence erected on such lot, except with the written consent of TANGLEWOOD CORPORATION.

(9)

VOID

(10) No trash, ashes or other refuse 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 property. Until a home or residence is built on a lot, TANGLEWOOD CORPORATION or TANGLEWOOD HOMES ASSOCIATION, INC., may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the property, and the owner of such lot shall be obligated to pay for the cost of such work.

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

(16) 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.

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

(18) No excavation, except such as 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.

(19) TANGLEWOOD CORPORATION may make other restrictions applicable to specific lots 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 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) TANGLEWOOD CORPORATION shall have the right to modify the restrictions with reference to location of setback or sideline restrictions of any of the improvements, and the direction which they shall face, to such extent as it deems for the best interest of the Addition as a whole, but, such modification must be in writing.

(22) All garages shall be attached to and made an integral part of the house or residence. Garage doors shall not open toward the street except with the written consent of TANGLEWOOD CORPORATION. If 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, the setback distances from front and side lines of lot will then automatically become identical with those stipulated for the house or residence itself.

(23) Houses or residences constructed shall have a minimum cost as shown on the attached schedule. The minimum cost of improvements hereinafter designated for each lot refers to the cost of construction at the time of the passage of this resolution, and will vary up or down with the changes, if any, of the unit cost of construction in the future; for example, should construction cost at a given date be 10 per cent less than that prevailing at the time of this resolution, improvements costing \$54,000.00 would satisfy a requirement of \$60,000.00 minimum; whereas, should such construction cost have advanced 10 per cent, \$66,000.00 expenditure would be required to fulfill a \$60,000.00 minimum requirement, as expressed herein.

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

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

Cost of Improvements:

Houses or residences constructed on sites in Section No. 4-A shall cost not less than the respective sums indicated in the following schedule:

Distance of Improvements from Property Lines:

The house or residence (including garage); servant's house, or other outbuilding on each site in Section No. 4-A, shall not be nearer to the property lines than is indicated in the following schedule (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	West
			House or Residence (Including Garage)				Outbuildings (Other than Garage)			
14	2	\$60,000	20	20	50	50	20	20	50	100
	3	60,000	20	20	50	50	20	20	50	100
	4	60,000	50	20	50	20	50	100	50	100
	5	60,000	50	50	50	20	50	100	50	20
*	{ 6	60,000	20	20	50	50	20	20	100	50
	{ 7	60,000	20	50	50	50	20	50	100	50
	8	60,000	50	50	50	50	100	100	100	100
	9	60,000	50	50	20	50	50	100	50	50
	10	60,000	50	50	50	50	50	100	50	100

*Inevitably
* Restricted to 1 building site (2 lots)
in Block (see excerpt from deed)*

FACING OF HOUSE OR RESIDENCE

Block No. 14:

The house or residence on Lot No. 2, shall face on Shady Hollow Drive or Rocky River Road.

Houses or residences on Lots No. 3 to No. 6, inclusive, shall face on Shady Hollow Drive.

The house or residence on Lot No. 7, shall face on Shady Hollow Drive or Rocky River Road.

Houses or residences on Lots No. 8 to No. 10, inclusive, shall face on Spring Park Drive.

ENTRANCE OF GARAGE DRIVEWAY

Garage driveways constructed on Lots No. 2 to No. 4, inclusive, shall enter from Shady Hollow Drive or Sage Road.

Garage driveway constructed on Lot No. 5 shall enter from Shady Hollow Drive or Woodway Drive.

Garage driveway constructed on Lot No. 6 shall enter from Shady Hollow Drive.

Garage driveway constructed on Lot No. 7 shall enter from Shady Hollow Drive or Rocky River Road.

Garage driveway constructed on Lot No. 8 shall enter from Spring Park Drive or Rocky River Road.

Garage driveways constructed on Lot No. 9 and Lot No. 10 shall enter from Spring Park Drive or Woodway Drive.

We, WM. G. FARRINGTON, as President of TANGLEWOOD CORPORATION, and RONROY 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.

WITNESS our hands at Houston, Texas, on this 18th day of October, 1952.

ATTEST:

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

TANGLEWOOD CORPORATION
By /s/ Wm. G. Farrington
Wm. G. Farrington, Pres.

(SEAL)

/s/ Wm. G. Farrington
Wm. G. Farrington
/s/ Bernice B. Farrington
Bernice B. Farrington

SUBSCRIBED AND SWORN to before me this the 18th day of October, 1952.

(SEAL)

/s/ Don D. Rupe,
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 18th day of October, 1952.

(SEAL)

/s/ Don D. Rupe
Notary Public in and for
Harris County, Texas.

THE STATE OF TEXAS)
COUNTY OF HARRIS)

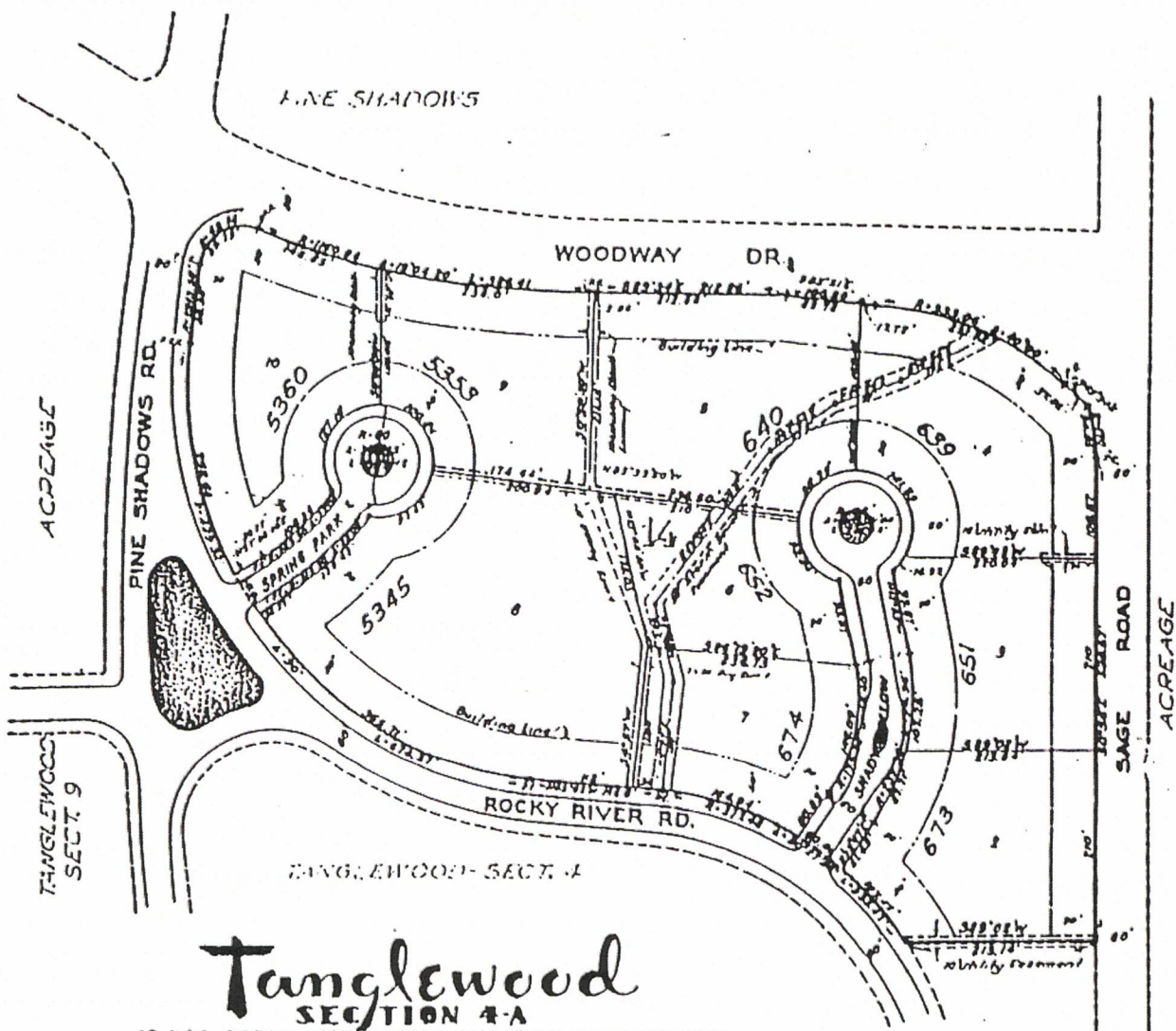
BEFORE ME, the undersigned authority, on this day personally appeared Wm. G. FARRINGTON and BERNICE B. FARRINGTON, wife of the said Wm. G. FARRINGTON, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and said BERNICE B. FARRINGTON, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said BERNICE B. FARRINGTON, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN under my hand and seal of office, this the 18th day of October, 1952.

(SEAL)

/s/ Don D. Rupe
Notary Public in and for
Harris County, Texas.

Filed October 21st, 1952, in the Office of the County Clerk of Harris County, Texas, under Clerk's Number 1053662.



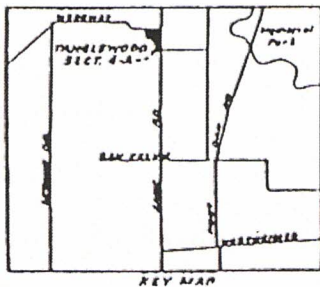
Tanglewood

SECTION 4-A

12.746 ACRES OUT OF THE CHARLES SAGE SURVEY
HOUSTON, TEXAS

OWNER & DEVELOPER
TANGLEWOOD CORP
Wm. G. Farrington - President

Date 9-10-52



NOTE
All side lot lines are radial
or at right angles to street
unless otherwise shown

Filed October 17, 1952, in the office of the County Clerk of Harris County, Texas, under Clerk's Number 1052567.