

RESERVATIONS, RESTRICTIONS
AND COVENANTS
IN
SECTION NO. 17A

RESERVATIONS, RESTRICTIONS AND COVENANTS
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 12 day of May, 1970, all of the Directors being present, the following resolutions were adopted by unanimous vote:

WHEREAS, Longwoods Corporation is the owner of all of the lots and property in Tanglewood Addition, Section 17A, 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 25 day of August, 1970, and recorded in Volume 170, page 129 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 17A:

NOW, THEREFORE, BE IT RESOLVED: That the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Section 17A 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 25 day of August, 1970, and recorded in Volume 170, page 129 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 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 Longwoods Corporation, a Texas corporation, of Harris County, Texas, (herein sometimes called "Longwoods"), are necessitated by the efficient installation of improvements.

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, 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 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 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 connection; 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 17A 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 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 Longwoods sees fit to install across said lots, blocks, and homasita tracts in said Section 17A of Tanglewood, as shown on aforesaid map recorded in the Harris County Map Plat Records in Volume 176 at page 179, 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 17A, an addition in Harris County Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on August 21, 1970, and recorded in Volume 170, page 129 of the Map and Plat Records of Harris County, Texas, LONGWOODS, being the sole owner of all property located in said TANGLEWOOD, SECTION

17A, desired to restrict the use and the development of the property located in TANGLEWOOD, SECTION 17A, 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 17A, an Addition in Harris County, Texas, according to the plat thereof filed in the office of the County Clerk, Harris County, Texas, on August 24, 1970, and recorded in Volume 170, Page 129, 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, 1990, 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 17A, 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, 1990, 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, 1985, 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 17A, 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 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 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 17A, 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 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 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 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. 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 the 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 requirements 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 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 thereof.

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

Cost of Improvements:

Houses or residences constructed on sites in Section No. 17A 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. 17A 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	22	\$40,000.00	10'	10'	25'	10'	5'	5'	100'	5'
57	23	40,000.00	10'	10'	25'	10'	5'	5'	100'	5'
63	3	40,000.00	25'	10'	10'	10'	100'	5'	5'	5'
63	4	40,000.00	25'	10'	10'	10'	100'	5'	5'	5'
63	5	40,000.00	25'	10'	10'	10'	100'	8'	5'	5'
63	6	40,000.00	25'	10'	10'	10'	100'	8'	5'	5'
63	7	40,000.00	25'	10'	10'	10'	100'	8'	5'	5'
63	8	40,000.00	25'	10'	10'	10'	100'	8'	5'	5'
63	9	40,000.00	25'	10'	10'	10'	100'	8'	5'	5'
63	10	40,000.00	25'	10'	10'	10'	100'	8'	5'	5'

FACING OF RESIDENCE

Block No. 57: The houses or residences on Lots No. 22 through No. 23, both inclusive, shall face East on Shadywood Road.

Block No. 63: The houses or residences on Lots No. 3 through Lot No. 10, both inclusive, shall face North on Deerwood 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. 10, Block No. 63, shall be restricted to a front driveway, serving the garage on said lot, and which driveway shall be 50 feet or more East of the West line of said Lot 10, Block 63.

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 a meeting of said Board of Directors of LONGWOODS CORPORATION held at Houston, Texas.

WITNESS our hands at Houston, Texas, on this 26 day of

August, 1970.

LONGWOODS CORPORATION

By /
Conrad Bering
President

A T T E S T:

 /
August C. Bering, III
Secretary

SUBSCRIBED AND SWORN TO before me this the 26 day of

August, 1970.

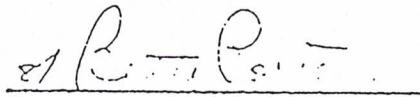
 /
Notary Public in and for
Harris County, Texas.

THE STATE OF TEXAS X

COUNTY OF HARRIS X

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 26 day of August, 1970.



Notary Public in and for
Harris County, Texas.

