

RESERVATIONS, RESTRICTIONS

*and* COVENANTS

IN

SECTION NO. 14

## RESERVATIONS, RESTRICTIONS AND

## COVENANTS IN TANGLEWOOD

## ADDITION

At a meeting of the Board of Directors of LAWDALE TERRACE CORPORATION, a Texas corporation, hereinafter sometimes called "LAWDALE", held in the office of the Corporation in Houston, Texas, on 27th day of September, 1957, all of the Directors being present; and at meeting of the Board of Directors of SAN FELIPE POST OAK CORPORATION, a Texas corporation, hereinafter sometimes called "SAN FELIPE", held in the office of the corporation in Houston, Texas, on the 27th day of September, 1957, all of the Directors being present; the following resolutions were adopted, in each case, by unanimous votes of the Directors of the respective Corporations:

RESOLUTION a

WHEREAS, LAWDALE TERRACE CORPORATION is the owner of certain lots in TANGLEWOOD Addition, Section XIV, 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 September, 1957, under Clerk's File No. 1807579 said lots being described as follows, to-wit:

Block 69, Lot 1; and  
 Block 70, Lots 1 to 24, both inclusive; and,  
           Lots 26 to 29, both inclusive; and,  
 Block 71, Lots 1 to 5, both inclusive; and,

WHEREAS, SAN FELIPE POST OAK CORPORATION is the owner of certain lots in TANGLEWOOD Addition, Section XIV, said lots being described as follows, to-wit:

Block 69, Lots 3 to 11, both inclusive; and,  
           Lots 15 to 24, both inclusive; and,  
           Lots 26 to 40, both inclusive; and,  
 Block 71, Lots 7 to 11, both inclusive; and,

WHEREAS, LAWDALE TERRACE CORPORATION and SAN FELIPE POST OAK CORPORATION each own in severalty certain tracts of land, which tracts comprise all of certain lots in TANGLEWOOD Addition, Section XIV, said lots being described as follows.

Block 69, Lots 2, 12, 13, 14 and 25; and,  
Block 70, Lot 25; and,  
Block 71, Lot 6; and,

WHEREAS, it is the desire of LAWDALE TERRACE CORPORATION and SAN FELIPE POST OAK CORPORATION to place restrictions, covenants, conditions, stipulations and reservations upon and against the property owned by said Corporations, as hereinabove set forth, out of said TANGLEWOOD Addition, Section XIV:

NOW, THEREFORE, BE IT RESOLVED: That the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Section XIV 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 September, 1957, under Clerk's File No. 1807579. 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 "LAWDALE", "SAN FELIPE" 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 reserved 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 LAWNSDALE TERRACE CORPORATION or SAN FELIPE POST OAK CORPORATION, or both, 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 XIV 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 XIV of TANGLEWOOD, as shown on aforesaid map recorded in the Harris County Map Records, to which map and the record thereof 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 purpose of most efficiently and economically installing the improvements.

(5) Neither TANGLEWOOD, nor LAWDALE, nor SAN FELIPE, 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 LAWDALE or SAN FELIPE, or both, 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 LAWDALE or SAN FELIPE, 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.

(7) It is expressly provided that any contract, deed, or other conveyance executed by LAWDALE TERRACE CORPORATION or SAN FELIPE POST OAK CORPORATION, or both, affecting any property in said TANGLEWOOD Addition, Section XIV, shall be subject to those certain non-participating royalty interests as described in instrument recorded in Volume 2689, Page 668 of the Harris County Deed Records, to the extent that, but only to the extent that, said non-participating royalty interests may then be valid, subsisting, outstanding, and applicable to the property so conveyed; and the provisions of this subparagraph (7) shall be construed as being adopted in any such contract, deed, or other conveyance; and reference is here made to abovementioned instrument and the record thereof for all purposes.

#### RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of TANGLEWOOD, Section XIV, an addition in



Harris County, Texas, according to the plat thereof, filed in the office of the County Clerk, Harris County, Texas, on September 27, 1957, under Clerk's File No. 1807579, LAWNDALE TERRACE CORPORATION and SAN FELIPE POST OAK CORPORATION, being the sole owners of all property located in said TANGLEWOOD, Section XIV, as hereinabove set forth, desire to restrict the use and the development of the property located in TANGLEWOOD, Section XIV, in order to insure that it will be a high class restricted district;

NOW, THEREFORE, LAWNDALE TERRACE CORPORATION and SAN FELIPE POST OAK CORPORATION being the sole owners, as hereinabove set forth, of property known as TANGLEWOOD, Section XIV, an addition in Harris County, Texas, according to the plat thereof, filed in the office of the County Clerk, Harris County, Texas, on September 27, 1957, under Clerk's File No. 1807579, do hereby impose the following restrictions on said property, which shall constitute covenants running with the land, and shall inure to the benefit of LAWNDALE TERRACE CORPORATION and SAN FELIPE POST OAK 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 XIV, 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 LAWNDALE TERRACE CORPORATION or SAN FELIPE POST OAK CORPORATION, or both, 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 XIV, as set forth in the following instruments, to-wit: Instrument dated March 25, 1954, executed by Wm. G. Farrington, et al, recorded in Volume 2765, Page 426, of the Harris County Deed Records; 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 portions 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 XIV, 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.

X (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 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 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.

(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) LAWDALE TERRACE CORPORATION or SAN FELIPE POST OAK CORPORATION, or both, may make other restrictions applicable to each lot by appropriate provision in the contract or deed without otherwise

modifying the general plan above outlined, and such other restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

(20) Violations of any restrictions, conditions or covenant herein shall give 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) LAWDALE TERRACE CORPORATION, SAN FELIPE POST OAK CORPORATION, or both, or 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) 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 LAWDALE TERRACE CORPORATION or SAN FELIPE POST OAK CORPORATION, or both, the setback distances from the front and side lines of lot will then automatically become identical with those stipulated for the residence itself. When the garage is situated as aforesaid, garage doors shall not open toward the street except with the written consent of TANGLEWOOD CORPORATION.

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

(24) 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 \$18,000.00 would satisfy a requirement of \$20,000.00 minimum; whereas, should such construction cost have advanced 10

per cent, \$22,000.00 expenditure would be required to fulfill a \$20,000.00 minimum requirement as expressed herein.

(25) 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 XIV 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 XIV 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			
69	1	\$20,000	20	30	10	10	20	65	3	50
	2-6 incl.	20,000	20	30	7½	7½	20	65	3	3
	7	20,000	20	25	7½	7½	20	65	3	3
	8	20,000	25	5	7½	7½	65	5	3	3
	9-12 incl.	20,000	30	5	7½	7½	65	5	3	3
	13	20,000	30	5	10	10	65	5	3	50
	14	20,000	5	30	10	10	5	65	3	50
	15-18 incl.	20,000	5	30	7½	7½	5	65	3	3
	19	20,000	5	25	10	10	5	65	3	3
	20	20,000	25	5	10	10	65	5	3	3
	21-24 incl.	20,000	30	5	7½	7½	65	5	3	3
	25	20,000	30	5	10	10	65	5	3	50
	26	20,000	5	30	10	10	5	65	3	50
	27-29 incl.	20,000	5	30	7½	7½	5	65	3	3
	30	20,000	5	25	10	10	5	65	3	3
	31	20,000	25	5	10	10	65	5	3	3



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			
	32-34 incl.	20,000	30	5	7½	7½	65	5	3	3
	35	20,000	30	5	10	10	65	5	3	50
	36	20,000	5	25	10	10	5	65	3	50
	37-40 incl.	20,000	5	25	7½	7½	5	65	3	3
70	1	20,000	20	30	10	10	20	65	50	3
	2	20,000	20	30	7½	7½	20	65	3	3
	3	20,000	20	20	7½	22	20	45	5	22
	4	20,000	20	5	10	26	65	5	3	26
	5	20,000	30	5	10	10	65	5	3	3
	6	20,000	30	5	10	10	65	5	50	3
	7	20,000	5	30	10	7½	5	65	50	3
	8, 9	20,000	5	30	7½	7½	5	65	3	3
	10	20,000	5	20	7½	27	5	50	3	27
	11	20,000	20	5	7½	31½	50	5	3	31½
	12, 13	20,000	30	5	10	10	65	5	3	3
	14	20,000	30	5	10	10	65	5	50	3
	15	20,000	5	30	10	10	5	65	50	3
	16-18 incl.	20,000	5	30	7½	7½	5	65	3	3
	19	20,000	5	20	7½	32	5	45	3	32
	20	20,000	20	5	7½	36	45	5	3	36
	21-23 incl.	20,000	30	5	7½	7½	65	5	3	3
	24	20,000	30	5	10	10	65	5	50	3
	25	20,000	5	25	10	10	5	65	50	3
	26-28 incl.	20,000	5	25	7½	7½	5	65	3	3
	29	20,000	5	25	7½	37	5	65	3	37*
71	1	20,000	25	* (5) 3	* (10) 7½	10	65	3	3	50
	2-11 incl.	20,000	25	5	7½	7½	65	3	3	3

\* changed by letter & garage doors may face street - see amendments

#### FACING OF RESIDENCE

Block No. 69: Houses or residences on Lots No. 1 to No. 13, inclusive, shall face on Holly Springs Drive. Houses or residences on Lots No. 14 to No. 25, inclusive, shall face on Sugar Hill Drive. Houses or residences on Lots No. 26 to No. 35, inclusive, shall face on Lynbrook Drive. Houses or residences on Lots No. 36 to No. 40, inclusive, shall face on Valley Forge Drive.

Block No. 70: Houses or residences on Lots No. 1 to No. 6, inclusive, shall face on Holly Springs Drive. Houses or residences on

Lots No. 7 to No. 14, inclusive, shall face on Sugar Hill Drive. Houses or residences on Lots No. 15 to No. 24, inclusive, shall face on Lynbrook Drive. Houses or residences on Lots No. 25 to No. 29, inclusive, shall face on Valley Forge Drive.

Block No. 71: Houses or residences on Lots No. 1 to No. 11, inclusive, shall face on Valley Forge Drive.

#### 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 Lots No. 1, 13, 14, 25, 26, 35, 36, Block No. 69; Lots No. 1, 6, 7, 14, 15, 24, 25, Block No. 70; same may enter from Clearbrook Lane. On Lot No. 1, Block No. 71; same may enter from Briargrove Drive.

We, Wm. G. FARRINGTON, as President of LAWDALE TERRACE CORPORATION, and JUSTIN S. MORRILL, as its Assistant Secretary, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the Board of Directors of LAWDALE TERRACE CORPORATION passed and adopted at a meeting of said Board of Directors of LAWDALE TERRACE CORPORATION held at Houston, Texas; and we, Wm. G. FARRINGTON, as President of SAN FELIPE POST OAK CORPORATION, and JUSTIN S. MORRILL, as its Assistant Secretary, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the Board of Directors of SAN FELIPE POST OAK CORPORATION passed and adopted at a meeting of said Board of Directors of SAN FELIPE POST OAK CORPORATION held at Houston, Texas.

WITNESS our hands at Houston, Texas, on this 27th day of September, 1957.

LAWDALE TERRACE CORPORATION

By: s/ Wm. G. Farrington

Wm. G. Farrington, President

(Seal)

ATTEST:

s/ Justin S. Morrill

Justin S. Morrill, Asst. Secretary

SAN FELIPE POST OAK CORPORATION  
By: s/ Wm. G. Farrington  
Wm. G. Farrington, President

(Seal)

ATTEST:

s/ Justin S. Morrill  
Justin S. Morrill, Asst. Secretary

SUBSCRIBED AND SWORN to before me this 27th day of  
September, 1957.

(Seal)

s/ Sue Young  
Notary Public in and for Harris County, Texas

STATE OF TEXAS     )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally  
appeared Wm. G. FARRINGTON, as President of LAWDALE TERRACE  
CORPORATION, and JUSTIN S. MORRILL, as Assistant 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 27th day of Septem-  
ber, 1957.

(Seal)

s/ Sue Young  
Notary Public in and for Harris County, Texas

STATE OF TEXAS     )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally  
appeared Wm. G. FARRINGTON, as President of SAN FELIPE POST OAK  
CORPORATION, and JUSTIN S. MORRILL, as Assistant 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 27th day of September, 1957.

(Seal)

s/ Sue Young  
Notary Public in and for Harris County, Texas

STATE OF TEXAS       )  
COUNTY OF HARRIS )

First City National Bank of Houston, Houston, Texas, as Trustee, under and by virtue of the authority granted to said First City National Bank of Houston, in deed from R. B. Landram, Jr. and wife, Amy Bowyer Landram, to San Felipe Post Oak Corporation, dated 12th day of April, A.D., 1956, recorded in Volume 3139, Page 244, of the Harris County Deed Records; and the authority granted to said First City National Bank of Houston in deed of trust from San Felipe Post Oak Corporation to First City National Bank of Houston, as Trustee, dated 12th day of April, A.D., 1956, recorded in Volume 2721, Page 564, of the Harris County Mortgage Records; does hereby ratify, adopt and join in the "Reservations, Restrictions and Covenants in Tanglewood Addition, Section XIV," as hereinabove set forth.

In Testimony Whereof, First City National Bank of Houston, as Trustee, has caused these presents to be signed by L. H. Thomas, its Vice-president, thereunto authorized, attested by its Assistant Cashier, Marx W. Edwards, and its common seal hereunto affixed this 30th day of September, A.D., 1957.

FIRST CITY NATIONAL BANK OF HOUSTON

By:       s/L. H. Thomas  
Vice-President

ATTEST:

(Seal)

s/Marx W. Edwards  
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 City National Bank of 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 purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said First City National Bank of Houston.

GIVEN under my hand and seal of office, this 30th day of September, 1957.

(Seal)

s/Marjorie L. Spevack  
Notary Public in and for Harris County, Texas

.....  
  
Filed September 30, 1957. in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. 1807862.

*John*

*Amended Section 14*

STATE OF TEXAS }  
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

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THAT, WHEREAS, Lawndale Terrace Corporation, a Texas corporation, of Harris County, Texas, and San Felipe Post Oak Corporation, a Texas corporation, of Harris County, Texas, did execute one certain instrument (herein sometimes referred to as "RESTRICTIONS") relating to certain reservations, restrictions and covenants, affecting the property comprising Tanglewood Addition, Section XIV, 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 September 27, 1957, under County Clerk's File No. 1807579; said "RESTRICTIONS" having been filed for record in the office of the County Clerk of Harris County, Texas, on September 30, 1957, in the office of the County Clerk of Harris County, Texas, under Clerk's File No. 1807862; and reference is here made to said instruments and the record thereof for all purposes; and,

WHEREAS, said "RESTRICTIONS" provide, in part, as follows:

"(21) Lawndale Terrace Corporation, San Felipe Post Oak Corporation, or both, or 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."

NOW, THEREFORE, for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations to it in hand paid by George J. Kostas, of Harris County, Texas, and under and by virtue of the authority reserved in it in the abovementioned extract from said "RESTRICTIONS", Tanglewood Corporation, a Texas corporation, of Harris County, Texas, has and does hereby expressly approve the following modifications, as to Lot One (1), Block Seventy One (71), of said Tanglewood Addition, Section XIV, of the side-line restrictions and the direction which the improvements shall face, to-wit:

1. The requirement of 10'0" sideline restriction on the East is hereby amended to read 7'6"; and,
2. The garage may be placed on the West side of the lot to fall within the 10'0" sideline restriction and the Garage Doors may face the street; and,
3. The South property line restriction is hereby amended to read 3'0" instead of 5'0";

provided, however, that, except for the foregoing, the said "RESTRICTIONS" applicable to said Lot 1, Block 71, Tanglewood Addition, Section XIV, shall not be changed or affected by this instrument, in any manner whatsoever.



JSM:jh 8/23/60

WITNESS THE EXECUTION hereof as of this the 10<sup>th</sup> day of

June, 1960.

TANGLEWOOD CORPORATION

Justin L. Maxwell  
Secretary

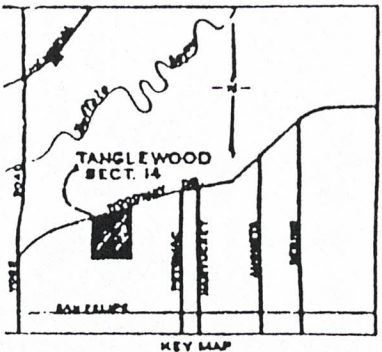
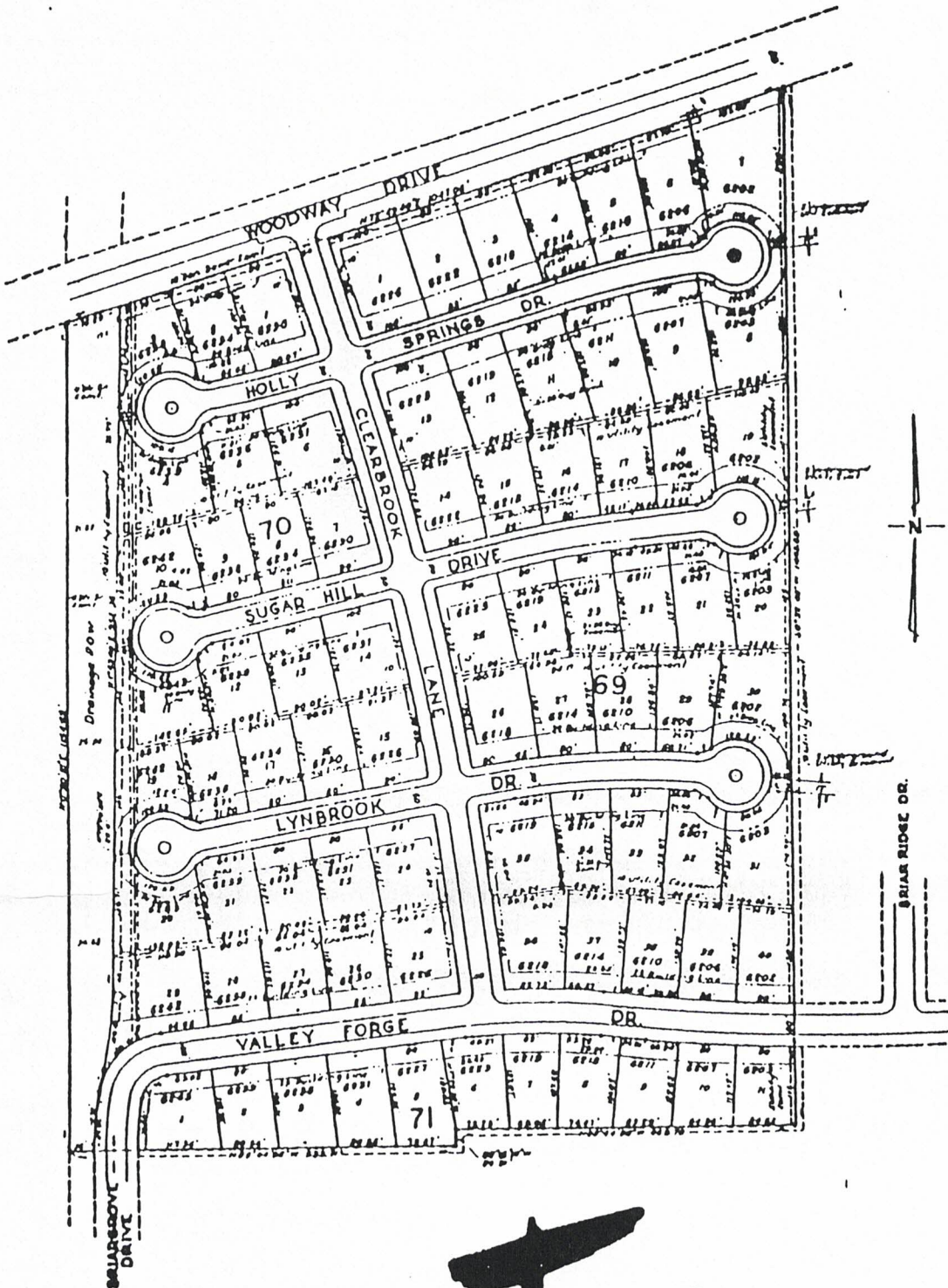
By Wm J. Miller Jr.  
Vice President

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Wm J. Miller Jr., as Vice President of Tanglewood Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Tanglewood Corporation, a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23<sup>rd</sup> day of August, A.D., 19 60.

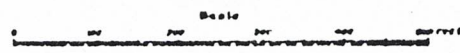
Jacqueline Holdsworth  
Notary Public in and for Harris County,  
JACQUELINE HOLDSWORTH Texas



# Tanglewood

Section Fourteen

BEING A 29.843 ACRE TRACT OF LAND OUT OF THE ROBT. VINCE SURVEY  
HOUSTON, HARRIS CO, TEXAS



OWNER & DEVELOPER  
TANGLEWOOD CORP  
Wm. B. Farrington, President

Filed September 27, 1957, in the office of the County Clerk of Harris County, Texas, under Clerk's File No. 1807579.