

012-05-0765

THE STATE OF TEXAS

COUNTY OF HARRIS

WHEREAS, Southern Investors Construction Co., Inc., a Texas corporation maintaining its principal office and place of business in Houston, Harris County, Texas, is the owner in fee simple of the following described property situated in Harris County, Texas, to-wit:

All of Tanglewilde, Section 5, a subdivision of 20.7 acres of land out of the Isaac Wade Survey, Abstract 854, and the Beckman Canfield Survey, Abstract 215, in Harris County, Texas, according to the map and plat of said subdivision filed for record in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. 126295-B; and

WHEREAS, the said Southern Investors Construction Co., Inc. desires to make and publish certain protective covenants and restrictions and to impress all of the property within said subdivision with such restrictions and protective covenants:

NOW, THEREFORE, Southern Investors Construction Co., Inc., acting herein by and through its duly authorized officers, does hereby impress all of the property included in Tanglewilde, Section 5, with the following restrictions and protective covenants, to-wit:

RESTRICTIONS, COVENANTS AND CONDITIONS:

All of the Lots in Tanglewilde, Section 5, according to the map and plat aforesaid, are hereby designated and shall be known and described as lots for residential purposes only, and same are hereby impressed with the following restrictions:

1. LAND USE AND BUILDING TYPE. No lot designated as a residential lot shall be used except for residential purposes, and no building shall be erected, altered, placed or permitted to remain on any residential lot other than one, detached single family dwelling, not to exceed one and one-half stories in height and a private garage, either attached or detached, for not more than two (2) cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved by the Architectural Control Committee hereinafter established as to quality of workmanship and mater-

ials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building setback lines as shown on the recorded plat.

3. DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand (1000) square feet for one-story dwellings, nor less than nine hundred (900) square feet for a one and one-half story dwelling, placed on any lot.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located seventy (70) feet or more from the minimum building setback line may be located within three (3) feet of an interior lot line. No dwelling shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No building shall be erected or placed on any lot having a width less than sixty (60) feet at the minimum building setback line, or having an area of less than seven thousand four hundred (7400) square feet.

6. EASEMENTS. Easements for the installation and maintenance of utilities, drainage facilities, roads, streets and pipe line easements heretofore granted and reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

8. TEMPORARY STRUCTURES. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuildings, shall be placed, erected, or permitted to remain on any lot, nor shall any structure of a temporary character be used at any time as a residence, either temporarily or permanently.

9. **SIGNS AND BILLBOARDS.** No signs, billboards, posters or advertising devices of any character shall be erected on any lot except one sign of not more than ten square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period. The right is reserved by Southern Investors Construction Co., Inc. to construct and maintain such signs, billboards or advertising devices as is customary in connection with the general sale of property in this subdivision.

10. **OIL AND MINING OPERATIONS.** No oil drilling or development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. **GARAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

12. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

13. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersections of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances to such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines. No fence of any kind, be it wire, chain link, wood, stone, or any line of shrubs, or lines of shrubs greater than a total of six (6) lineal feet distance in all, or otherwise shall be erected, placed, or altered on any lot nearer to the street property lines than the front corner of the one detached single-family dwelling located on the lot without prior approval of the Architectural Control Committee and in no case after the placing of any improvements on the property.

14. **SEPTIC TANKS AND WATER WELLS.** No septic tank shall be constructed, used or maintained and no individual water well shall be dug, used or maintained on any portion of the property shown on the map and plat of Tanglewilde, Section 5.

ARCHITECTURAL CONTROL COMMITTEE:

1. The Architectural Control Committee shall be composed of Jack Perry, A. A. Sage and Walter W. Mischer, of Houston, Texas. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members of the Committee shall have full authority to designate a successor. Neither the members of the Committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee, and of its designated representatives, shall cease on or after the 30th day of January, 1981. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee.

2. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

GENERAL PROVISIONS:

1. **TERM.** These covenants are to run with the land and shall be binding upon all of the parties and all the persons claiming under them until the 30th day of January, 1986, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property, situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

2. **SEVERABILITY.** Invalidity of any one of these covenants by judgment or other court order shall in no-wise affect any of the other provisions which shall remain in full force and effect.

3. SUBORDINATION OF EXISTING LIENS: The undersigned, Southern States Life Insurance Company, of Harris County, Texas, a Texas corporation maintaining its principal office and place of business in Houston, Harris County, Texas, acting herein by and through its duly authorized officers, owner and holder of certain liens upon the above described property, has joined and does hereby join in the execution of these presents for the sole and limited purpose of ratifying and confirming said reservations, restrictions, covenants and conditions, hereby subordinating the liens held by it upon the above described property to said reservations, restrictions, covenants and conditions.

EXECUTED at Houston, Texas, this the 25th day of January, A. D. 1960.

ATTEST:

SOUTHERN INVESTORS CONSTRUCTION
CO., INC.

(signed) Betty Lou Hillman
Secretary

BY: (signed) Glenn W. Leggins
Vice President

ATTEST:

OWNER

SOUTHERN STATES LIFE INSURANCE
COMPANY

(signed) Kenneth Trott
Assistant Secretary

BY: ~~W. J. [unclear]~~
Vice President

LIEN HOLDER