

EXHIBIT 1
to WMJK, Ltd.'s Response to
THA's Motion For Summary Judgment

Unofficial Copy Office of Marilyn Birgess District Clerk

613-613

804296

RESERVATIONS, RESTRICTIONS AND COVENANTS IN TANGLEWOOD ADDITION

At a meeting of the Board of Directors of TANGLEWOOD CORPORATION, hereinafter called TANGLEWOOD, held in the office of the Corporation in Houston, Texas, on the 27th day of March, 1951, all of the Directors being present, the following resolution was adopted by unanimous vote:

Be It Resolved:

That the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Section 7 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, under Clerk's No. 861053. 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. That TANGLEWOOD CORPORATION is the owner of all the lots and property in said subdivision.

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 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) TANGLEWOOD reserves the exclusive right to construct and operate in, over, upon, along and across 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 7 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) TANGLEWOOD reserves 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 deems fit to install across said lots, blocks, and homestead tracts in said Section 7 of TANGLEWOOD, as shown on aforesaid map recorded in the Harris County Map Records, in which map and record reference is here made.
- (4) TANGLEWOOD reserves 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.

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 9/3/2019
Diane Trautman, County Clerk
Harris County, Texas

Breyana E.

BREYANA JANE ELLIS

Deputy

DEED RECORDS
Vol 2260 Page 613



CON:475429|VOL. 2260 PG 613



(6) It shall be expressly agreed and understood that the title conveyed by TANGLEWOOD 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 7, an Addition in Harris County, Texas, according to plat thereof filed in the Office of the County Clerk, Harris County, Texas, on March 23, 1951, under Clerk's No. 861053; TANGLEWOOD CORPORATION being the sole owner of all property located in said TANGLEWOOD Section 7 desires to restrict the use and the development of the property located in TANGLEWOOD Section 7 in order to insure that it will be a high class restricted district;

Now, therefore, TANGLEWOOD CORPORATION being the sole owner of property known as TANGLEWOOD Section 7, an Addition in Harris County, Texas, according to plat thereof filed in the Office of the County Clerk, Harris County, Texas, on March 23, 1951, under Clerk's No. 861053, does 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, its successors and assigns and to each and every purchaser of lands in said Addition and their assigns and to TANGLEWOOD HOMES ASSOCIATION, INC. and any one of said beneficiaries shall have the right to enforce such restrictions using whatever legal method 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 7, 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 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, with the exception of lot four (4), block thirty-two (32), which lot may be used for commercial purposes, however, such use shall not emit obnoxious odors or loud noises, and no structures of a temporary nature may be placed or erected thereon, and no other restrictions herein set forth shall affect this lot four (4), block thirty-two (32).

(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.

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 9/3/2019
Diane Trautman, County Clerk
Harris County, Texas

Breyana E.

BREYANA JANE ELLIS

Deputy

DEED RECORDS
Vol 2260 Page 614



CON:475429|VOL. 2260 PG 613



(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 7 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) No part of the property shall be conveyed to, owned by, leased to, used or occupied by any person other than of the white or Caucasian Race, except that the owner's servants, other than of the white or Caucasian race, may occupy servants' quarters.

(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, and such consent 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 are 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.

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 9/3/2019
Diane Trautman, County Clerk
Harris County, Texas

Breyana E.
BREYANA JANE ELLIS

Deputy

DEED RECORDS
Vol 2260 Page 615



CON:475429|VOL. 2260 PG 613



(19) TANGLEWOOD 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 expressed herein.

(20) Violations of any restrictions, condition 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) 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 TANGLEWOOD CORPORATION deed, the setback distances from 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) 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, a \$22,000.00 expenditure would be required to fulfill a \$20,000.00 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.

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 9/3/2019
Diane Trautman, County Clerk
Harris County, Texas

Breyana E.

BREYANA JANE ELLIS

Deputy

DEED RECORDS
Vol 2260 Page 616



CON:475429|VOL. 2260 PG 613



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

Cost of Improvements:

Houses or residences constructed on sites in Section No. 7 shall cost not less than the respective sums indicated in the following schedule:

Distance of Improvements from Property Lines:

The house or residence, garage, servant's house, or other outbuilding, on each site in Section 7, 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)							
			House				Garage-Outbuildings			
			No.	So.	East	West	No.	So.	East	West
26	1	\$20,000	10	40	35	20	5	110	60	20
27	7	20,000	10	35	10	20	5	100	5	55
	8-11 incl.	15,000	10	35	10	10	5	100	5	5
	12	20,000	10	35	20	10	5	100	60	5
29	6	20,000	10	35	10	20	5	100	5	60
	7 & 8	15,000	10	35	10	10	5	100	5	5
	9	20,000	10	35	20	10	5	100	60	5
30	9	20,000	10	40	10	35	5	110	5	60
	10-12 incl.	15,000	10	40	10	10	5	110	5	5
	13	15,000	25	25	15	15	*To be attached			
	14	15,000	25	25	15	15	*To be attached			
	15	20,000	25	25	35	10	*To be attached			
	16	15,000	10	25	10	10	*To be attached			
	17	15,000	10	25	10	10	*To be attached			
	18	20,000	10	25	20	10	5	100	60	5
31	1	20,000	35	10	20	10	100	5	60	5
	2-4 incl.	15,000	35	10	10	10	100	5	5	5
	5	20,000	35	10	10	35	100	5	5	60
	6	20,000	10	25	10	35	5	100	5	60
	7	20,000	10	25	35	10	5	100	100	5
	8 & 9	15,000	10	35	10	10	5	100	5	5
	10	20,000	10	35	20	10	5	100	60	5
32	1	20,000	35	10	20	10	100	5	50	5
	2	15,000	35	10	10	10	100	5	5	5
	3	20,000	35	10	10	20	100	5	5	50
	4		(For Commercial Use)							
33	1	20,000	35	10	30	10	60	5	60	5
	2	20,000	35	25	10	35	60	60	5	125
	3	20,000	10	25	40	10	10	60	100	5

*Garages and outbuildings must be attached to and made an integral part of the residence.

FACING OF RESIDENCE

Block No. 26: The house or residence on Lot No. 1 may face on San Felipe Road or Sherbrooke Road.

Block No. 27: Houses or residences on Lots No. 7 to No. 12, inclusive, shall face Fieldwood Drive.

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 9/3/2019
Diane Trautman, County Clerk
Harris County, Texas

Breyana E. Ellis

BREYANA JANE ELLIS

Deputy

DEED RECORDS
Vol 2260 Page 617



CON:475429|VOL. 2260 PG 613



Block No. 29: Houses or residences on Lots No. 6 to No. 9, inclusive, shall face Huckleberry Lane.

Block No. 30: The house or residence on Lot No. 9 may face on San Felipe Road or Sherbrooke Road. Houses or residences on Lots No. 10 to No. 12, inclusive, shall face on San Felipe Road. Houses or residences on Lots No. 13 and No. 14, also Lots No. 16 to No. 18, inclusive, shall face Fieldwood Drive. The house or residence on Lot No. 15 may face on Fieldwood Drive or Yorktown Road.

Block No. 31: Houses or residences on Lots No. 1 to No. 5, inclusive, shall face on Fieldwood Drive. The house or residence on Lot No. 6 shall face on Yorktown Road. The house or residence on Lot No. 7 shall face on Huckleberry Lane. Houses or residences on Lots No. 8 to No. 10, inclusive, shall face on Huckleberry Lane.

Block No. 32: Houses or residences on Lots No. 1 to No. 3, inclusive, shall face on Huckleberry Lane. The building on Lot No. 4 may face San Felipe Road or Tanglewood Road.

Block No. 33: Houses or residences on Lots No. 1 and No. 2 shall face on Huckleberry Lane. The house or residence on Lot No. 3 shall face on Tanglewood Road.

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 Lot No. 1, Block No. 26, and Lot No. 9, Block No. 30, same may enter from San Felipe Road or Sherbrooke Road; on Lots No. 15 and No. 18, Block No. 30, and Lot No. 7, Block No. 27, and Lot No. 5, Block No. 31, same may enter from Yorktown Road; on Lot No. 12, Block No. 27, and Lot No. 6, Block No. 29, and Lots No. 1 and No. 10, Block No. 31, and Lots No. 3 and No. 4, Block No. 32, and Lot No. 1, Block No. 33, same may enter from Tanglewood Road; on Lot No. 9, Block No. 29, and Lots No. 1 and No. 4, Block No. 32, same may enter from Sage Road.

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

WITNESSE our hands at Houston, Texas, on this the 27th day of March, 1951.

Wm. G. Farrington, President
Robroy C. Carroll, Secretary

SUBSCRIBED AND SWORN to before me this the 27th day of March, 1951.

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 ROEROY 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 27th day of March, 1951.

Notary Public in and for Harris County, Texas.

Filed for Record April 2 1951 at 12:25 o'clock P.M.
Recorded April 26 1951 at 11:04 o'clock A.M.
W. D. MILLER, Clerk County Court, Harris County, Texas.
BY Stella M. Coale Deputy

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.

A Certified Copy
Attest: 9/3/2019
Diane Trautman, County Clerk
Harris County, Texas

Breyana E. Ellis
BREYANA JANE ELLIS

Deputy

DEED RECORDS
Vol 2260 Page 618



CON:475429|VOL. 2260 PG 613

