

1700  
3-56-7376

DECLARATION OF RESTRICTIONS  
TANGLEWOOD FOREST SECTION II, PHASE C  
AND  
LOT ONE (1), BLOCK I, LOTS ONE (1) AND TWO (2),  
BLOCK H AND LOT THIRTY-FIVE (35), BLOCK G,  
TANGLEWOOD FOREST SECTION II, PHASE B

THE STATE OF TEXAS           §  
  §     KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TRAVIS           §

This Declaration of Restrictions made this 11<sup>th</sup> day of Feb, 1984, by GUNN-OLSON-STORDAHL, a Texas joint venture, acting herein by and through its duly authorized managing joint venturer, hereinafter called the "Developer".

W I T N E S S E T H:

WHEREAS, the Developer is the sole owner of all lots in TANGLEWOOD FOREST SECTION II, PHASE C, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Book 83, Pages 136A and 136B, Plat Records of Travis County, Texas, to which plat and its record reference is here made for all purposes and Lot One (1), Block I, Lots One (1) and Two (2), Block H and Lot Thirty-five (35), Block G, TANGLEWOOD FOREST SECTION II, PHASE B, a subdivision in Travis County, Texas, according to the map or plat thereof recorded at Book 83, Page 37, Plat Records of Travis County, Texas, to which plat and its record reference is here made for all purposes (hereinafter collectively called the "Subdivision"), and desires to encumber the lots in the Subdivision with the covenants, conditions, restrictions, reservations and charges hereinafter set forth, which shall inure to the benefit and pass with the property, each and every parcel or resubdivision thereof, and shall apply to and bind the successors in interest and any other owner thereof:

NOW, THEREFORE, the Developer, the sole owner in fee simple of the Subdivision, hereby declares that all lots in the Subdivision shall be held, transferred, sold and conveyed, subject to the following covenants, conditions, restrictions, reservations and charges, hereby specifying and agreeing that this Declaration and the provisions hereof shall be and do constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of each lot, and the owners by acceptance of their deeds for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to abide by the terms and conditions of the Declaration.

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I.

PROPERTY SUBJECT TO THE DECLARATION

The property which is and shall be held, transferred, sold and conveyed, subject to the covenants, conditions, restrictions, reservations and charges hereinafter set forth is described as follows:

All of the lots in TANGLEWOOD FOREST SECTION II, PHASE C, a subdivision in Travis County, Texas, according to the map or plat of record in Book 83, Pages 136A and 136B, Plat Records of Travis County, Texas, to which plat and its record reference is here made, and Lot One (1), Block I, Lots One (1) and Two (2), Block H and Lot Thirty-five (35), Block G, TANGLEWOOD FOREST SECTION II, PHASE B, a subdivision in Travis County, Texas, according to the plat thereof recorded at Book 83, Page 37, Plat Records of Travis County, Texas.

II.

COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND CHARGES

The property described in Section I hereof is encumbered by the covenants, conditions, restrictions, reservations and charges hereinafter set forth to insure the best and highest use and the most appropriate development and improvements of each lot for residential purposes within said Subdivision; to protect owners of lots against improper use of surrounding lots; to preserve so far as practicable, the natural beauty of said property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate location; to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper set-backs from streets and adequate free space; and in general to provide for development of the highest quality to enhance the value of investments made by owners.

A. Land Use and Building Types. (1) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two and one-half (2-1/2) stories in height with attached, enclosed garage for not less than two (2) nor more than four (4) cars. No carports shall be permitted, except when approved in writing by the Architectural Control Committee as hereinafter provided. No building shall remain uncompleted for more than one (1) year after construction has been commenced.



B. Dwelling Size. The ground floor area of the main structure of a single story, single-family residence shall be not less than one thousand two hundred (1,200) square feet, excluding all open and covered porches and garage units. If more than one story, the ground floor area shall be not less than eight hundred (800) square feet, excluding open and closed porches and garage units, and not less than one thousand four hundred (1,400) square feet for the combined area for the first and second floors. The Architectural Control Committee may approve a dwelling size containing less square feet, but such approval must be in writing.

C. Masonry. Each dwelling shall have not less than twenty-five percent (25%) of its exterior walls of masonry construction; provided, however, the Architectural Control Committee may waive this requirement in whole or in part, but any such waiver must be in writing.

D. Fences. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the front wall of any house.

E. Architectural Control. No building, wall, fence or any other improvement shall be erected or placed on, nor shall any building, wall fence or any other improvement be altered, modified, added to or removed from any lot until the construction plans and specifications thereof and a plan showing the location of all buildings, walls, fences and other improvements, including, but not limited to driveways and setbacks, have been approved in writing by the Architectural Control Committee, hereinafter called "Committee". Nor shall the topography of the lot be enlarged in any way which will impede, restrict or in any way divert the flow of water without the prior written approval of the Committee. The approval of the Committee shall not be unreasonably or whimsically withheld.

The Committee shall be composed of two (2) members. The original members of the Committee shall be Bill Milburn and William T. Gunn, III. The Committee may designate a representative to act for it, which declaration shall be recorded in the Real Property Records of Travis County, Texas. In the event of death or resignation of any member of the Committee, the remaining member shall have the authority to designate a successor by filing with the Committee and the Developer a written designation of the successor, which declaration shall be recorded in the Real Property Records of Travis County, Texas. In the









