

"NOTE: This document is a reproduction of the original restrictive covenants governing Glenbrook Valley, which originals were recorded in the office of the Harris County Clerk prior to the development of the Glenbrook Valley subdivision(s). The original documents (restrictive covenants) remain legally binding and enforceable as to all properties within Glenbrook Valley. This reproduction was created, and is provided to our members, for the purposes of convenience, clarification, to enhance legibility, and as a service to our community."

RESTRICTIONS

GLENBROOK VALLEY. SECTION X

1885398

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT GLENBROOK V ALLEY CORPORATION, being the owner of that certain tract of land described in a Deed from C. Milby Dow to Fred McManis, Jr., dated the 2nd day of January, 1957, recorded in Volume 3271 at page 666 of the Deed Records of Harris County, Texas, and subsequently conveyed by Fred McManis, Jr. unto Glenbrook Valley Corporation, a Texas Corporation, by Deed dated the 21st day of February, 1957, duly recorded in the office of the County Clerk of Harris County, Texas, to which instruments and the record thereof reference is here made for a more full and complete description, save and except a certain 5.9 acres of land out of said tract heretofore conveyed by C. Milby Dow unto the City of Houston, a municipal corporation, and save and except a certain 8.143 acres of land out of said tract heretofore conveyed by Glenbrook Valley Corporation unto the City of Houston, a municipal Corporation, which said two exceptions and conveyances to the said City of Houston are for park purposes for that certain area, shown on the hereinafter referred to map or plat as "Dow Park", reference being here made to said conveyances and the record thereof for a full description of the two tracts excepted, a portion of which tract has heretofore been platted and subdivided into that certain subdivision known as GLENBROOK V ALLEY, SECTION X, filed for record in the Office of the County Clerk of Harris County, Texas, on the 26th day of June, 1957, under clerk's file no. 1770653, to which Plat and the record thereof reference is here made for all purposes, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the lots in said Glenbrook Valley Addition, Section X, for the benefit of the present and future owners of said lots, does hereby adopt and establish the following reservations, restrictions, covenants, easements and dedications, each and all to apply uniformly, except as herein set forth to the contrary, to the occupancy and conveyance of all lots in Glenbrook Valley Addition, Section X, and each contract and/or deed or other conveyance which may be hereafter executed with regard to any of the lots in said Glenbrook Valley Addition, Section X, shall be conclusively held to have been executed, delivered and accepted upon the following reservations, restrictions, covenants, easements and dedications, regardless of whether or not said reservations, restrictions, covenants, easements and dedications are set out in full or by reference or omitted in said contract or deed.

RESERVATIONS

THAT in the subdivision and the filing of said subdivision plat for record and in the

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dedication of the streets, alleys, parks, drives, lanes, walks, roads and easements to the use of the present and future owners of said lots and to the public, there was reserved and is hereby expressly reserved in Glenbrook Valley Corporation, the following rights, titles, and easements, which reservations shall be considered a part of and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Glenbrook Valley Corporation, in the conveyance of said property or any part thereof:

1. The several streets, drives, lanes, walks and roads as shown on said map or plat of Glenbrook Valley Addition, Section X, are hereby dedicated to the use of the public.

2. Glenbrook Valley Corporation reserves unto itself, its successors and assigns, the necessary easements and rights-of-way for the purpose of constructing, maintaining and repairing a system or systems of lights, electric power and telephone line or lines, gas, water, sewers, or any other utility that Glenbrook Valley Corporation, its successors or assigns, see fit to install across, over, under or through said lots, blocks and homesite tracts in Glenbrook Valley Addition, Section X, all shown on the aforesaid map of plat of Glenbrook Valley Addition, Section X.

3. Glenbrook Valley Corporation reserves the right to make minor changes and additions to the above easements and rights-of-way for the purpose of efficiently and economically installing and operating the above mentioned utilities.

4. Neither Glenbrook Valley Corporation, nor any utility company, their successors or assigns, using the above mention easements shall be liable for any damage done by them or either of them or their assigns, their agents, employees or servants to shrubbery, flowers or other property of the owner or owners situated on the land covered by said easements.

5. It shall be and it is hereby expressly agreed and understood that the title conveyed by Glenbrook Valley Corporation to any lot or parcel of land in said Glenbrook Valley Addition, Section X, 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 or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Glenbrook Valley Corporation or public utilities companies, or their assigns, under, through, over, along or upon herein dedicated easements, premises or any part thereof to serve said property or any other portions of Glenbrook Valley Addition, Section X, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to the City of Houston or any other municipal corporation or to any other part, private or public, is hereby expressly reserved in Glenbrook Valley Corporation, its successors and assigns.

RESTRICTIONS

1. All lots in Glenbrook Valley Addition, Section X, except Lots 1 and 2, Block 59, which said lots 1 and 2 are specifically reserved for church and/or school sites, shall be used for single family residential dwelling purposes only, and no structure shall be altered, placed, erected or permitted to remain on any lot except one single family dwelling residence which shall not exceed two stories in height, together with a private garage, which shall not exceed the height of the residence in stories and overall height, and which may contain living quarters for bona fide servants to said single family dwelling residence only.

2. No buildings shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing, as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Fred McManis, Jr., D. S. Tuley and J. G. Coman, or by a representative designated by a majority of the members of said committee.

In the event of death or resignation of any member of such committee, the remaining members or member, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority.

In the event such committee, or its designated representative, fails to approve or disapprove such design and location within ten (10) days after said plans and specifications have been submitted to it, or in any event, if no suite to enjoin the erection of such building, or the making of such alterations, has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with.

Neither the members of such committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

The powers and duties of the committee named and above referred to, and of its designated representatives, shall cease on and after five years from date hereof; 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 record 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.

3. The ground floor area of the main structure located on any lot in Glenbrook Valley Addition, Section X, exclusive of one-story open porches and garages shall be not less than 1250 square feet for a one-story dwelling, nor less than 1050 square feet for a dwelling of more than one- story, exclusive of one-story open porches and garages

4. 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 setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 20 feet and 20 feet respectively to the street property lines of streets abutting said lots. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 70 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes 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 a lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6000 square feet.

6. There are hereby dedicated and reserved, permanent and unobstructed easements as shown on the recorded plat of Glenbrook Valley Addition, Section X, across certain designated portions of each lot, over, upon, under and through which to construct and maintain sanitary sewer, telephone, electric light and gas services and other public utilities, which said easements shall be a burden and charge against the lots of Glenbrook Valley Addition, Section X, by whomsoever owner. There is also dedicated and reserved an unobstructed aerial easement for utilities five feet in width from a plane twenty feet above the ground upward, located over all easements herein described and all easements shown on said plat.

7. No lot or the improvements thereon shall ever be used for any purpose which is immoral or illegal or any manner which may be or become an annoyance, or a nuisance, to the neighborhood. There shall never at any time be erected, permitted or maintained on any lot in said Glenbrook Valley Addition, Section x, or any part thereof, any saloon or place for the sale or manufacturer for sale of malt, vinous or spirituous liquors, capable of producing intoxication, any foundry, brick yard, cemetery, crematory, any establishment for the care or cure of persons afflicted with tuberculosis or the care, cure or restraint of the mentally impaired or victims of drink or drugs or any detention home, detention or reform school, asylum or institution of like or kindred nature, any building for the manufacture of gun powder or explosives, any product or by-product of kelp, fish meal, stock food made from fish, fish oil or fertilizer or for carrying on any copper or other smelting or for conducting a slaughter house, stock yard, tannery, oil refinery or fish cannery , or a building for any other business or industrial use which may be or might become a detriment, annoyance or a nuisance to the neighborhood.

8. No trailer, tent, shack or other temporary structure shall ever be erected on any lot, and no basement, garage or other outbuilding erected on any lot, shall at any time be used for human habitation (except for bona fide servant) temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. One temporary structure may be erected on any lot in connection and in conjunction with the actual construction and building of a permanent home upon such lot, but said temporary structure shall, within five days after completion of the permanent home upon such a lot, be removed in its entirety, and if not removed within said five-day period after completion of said permanent home upon said lot, said Glenbrook Valley Corporation reserves the right of ingress and egress for the purpose of removing or causing to be removed, at the owner's expense, said temporary structure, and said owner shall hold Glenbrook Valley Corporation absolutely harmless for any damage done to the premises or improvements caused by such removal.

9. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five 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.

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

11. No animals, swine, livestock or poultry of any kind shall ever be raised, kept or permitted upon any lot, except that the keeping of dogs and cats, but not for sale, breeding or board, as pets shall be allowed.

12. No lot shall be used or maintained as a dumping ground for rubbish. Trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. Grass, vegetation and weeds on each lot shall be cut as often as may be necessary to maintain the same in a neat and attractive manner. If the owner of any lot fails to do so, the Architectural Committee may have the same cut and the owner thereof shall be obligated to pay the cost of such cutting. Likewise, all drainage ditches shall be maintained and drained in the same manner and shall be unobstructed at all times.

14. No fence, wall, hedge, shrub planting or tree which obstructs sight lines and elevations between two and six feet above the roadways 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or side line of such lot. No tree shall be permitted to remain within such distances of such intersection, unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.

15. The main residential dwelling erected on any lot in Glenbrook Valley Addition, Section X, shall be composed of at least fifty-one (51%) percent brick or masonry construction. All main residential dwellings shall face dedicated streets. No fence, wall or continuous planting of any type or description over, above or exceeding the height of two (2) feet above the graded level of any lot shall be kept or maintained between the front building line and any street property line of any lot in this subdivision contained except with the written permission of Glenbrook Valley Corporation first obtained.

16. All lots in Glenbrook Valley Addition, Section X, shall be subjected to an annual maintenance charge at a rate which shall not exceed four (4) mills per square foot for each square foot in said lots contained, and each deed emanating from Glenbrook Valley Corporation, its successors and assigns, shall be made subject to such maintenance charge, which said maintenance charge shall be payable at the times and in the manner as in each deed provided. Reference is here made to each deed to any lot or lots in Glenbrook Valley Addition, Section X, for the terms and the provisions of said maintenance charge. Lots numbered 1 and 2 in Block 59 which have heretofore been set aside for church or school sites are specifically and hereby exempt from a maintenance charge at the rate not to exceed four mills per square foot and in lieu thereof the maintenance charge assessed against each of said lots shall be \$ 50.00 per year for each lot during the first two calendar years from and after the date of the conveyance of said lots and thereafter the maintenance charge assessable and to be assessed against each of said two lots shall be \$ 100.00 per year per lot.

17. The covenants and restrictions herein provided shall run with the land and shall be binding upon all owners of lots in Glenbrook Valley Addition, Section X, and upon all persons claiming under them for a period of 25 years from the date of recording of this instrument after which period the said covenants and restrictions shall be automatically extended for successive periods of 10 years each, unless by vote of the majority of the then record owners of the lots in Glenbrook Valley Addition, Section X, on the basis of one vote to each lot owner, vote to alter, rescind or modify the same in whole or in part. Any such alteration, revision or modification shall be signed by a majority of the then record lot owners and the instrument evidencing same shall be filed for record in the office of the County Clerk of Harris County, Texas.

18. The covenants, agreements, reservations, easements and restrictions herein set out are for the benefit of Glenbrook Valley Corporation, its successors and assigns and equally for the benefit of any subsequent owner of any lot or lots in said Glenbrook Valley Addition, Section X, his heirs, executors, administrators and assigns and the same are likewise for the benefit; of C. Milby Dow of Houston, Texas, his heirs, executors, administrators and assigns and all subsequent owners of all of the land or any part thereof situated and shown by the recorded plat of Glenbrook Valley Addition, Section V. Accordingly, all of the covenants, agreements, reservations, easements and restrictions herein contained shall be construed to be covenants running with the land as shown by said plat, enforceable at law or in equity by anyone or more of the above described parties. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

19. The invalidity, abandonment or waiver of anyone of these covenants, agreements, reservations, easements and restrictions shall in no wise affect or impair any of the other covenants, agreements, reservations, easements and restrictions, the same of which shall remain in full force and effect, unaltered except as by any method herein contained.

20. Any violation of any of the covenants, agreements, reservations, easements and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or guarantor under any mortgage or deed of trust, or the assignee of any mortgagee, trustee or guarantor under any such mortgage or deed of trust outstanding against the said property at the time that the easements, agreements, restrictions, reservations or covenants may be violated.

C. Milby Dow, Houston, Texas, the present owner and holder of the vendor's lien and the first deed of trust lien covering the property comprising Glenbrook Valley Addition, Section X, and Southern States Life Insurance Company of Houston, Texas, the present owner and holder of the second deed of trust lien covering the property comprising Glenbrook Valley Addition, Section X, do by the execution of this instrument join in the placing of the above reservations, restrictions, easements and covenants on Glenbrook Valley Addition, Section X, and each and every homesite, tract, lot or parcel of land therein, and agree that the dedication and subdivision of said property by the above mentioned plat and said reservations, restrictions, easements and covenants therein contained and herein contained shall continue in full force and effect and be binding upon the said C. Milby Dow, his heirs and assigns, and the said Southern States Life Insurance Company, its successors and assigns, and any interest now owned or hereafter acquired by said C. Milby Dow and Southern States Life Insurance Company in Glenbrook Valley Addition, Section X, shall be subject to said plat and dedication and these reservations, covenants, agreements, reservations and easements, and shall be for the benefit of said C. Milby Dow, his

heirs and assigns, and said Southern States Life Insurance Company, its successors and assigns, and any person or corporation owning or hereafter acquiring any part or parcel of land in said Glenbrook Valley Addition, Section x. The, said C. Milby Dow and the said Southern States Life Insurance Company do by the execution of these reservations, restrictions, covenants, easements and agreements, subordinate their first deed of trust lien and second deed of trust lien, respectively, covering the said Glenbrook Valley Addition, Section x, not only to these restrictions, reservations, covenants, easements and agreements, but also to said plat and dedication of Glenbrook Valley Addition, Section X, as same is filed for record in the office of the County Clerk of Harris County, Texas, on the 26th day of June, 1957, under clerk's file no. 1770653.

EXECUTED this 31 st of March, 1958.

ATTEST :

GLENBROOK VALLEY CORPORATION

J. G. Coman, II, Secretary

By _____
Fred McManis, Jr., President

C. Milby Dow

ATTEST :

SOUTHERN STATES LIFE INSURANCE COMPANY

By _____

NOT A R Y PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE: ME, the undersigned authority, on this day personally appeared Fred McManis, Jr., President of Glenbrook Valley Corporation, a Texas corporation, known to me to be the person and the officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31st day of March, 1958.

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 C. Milby Dow, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the -11-, day of -April, 1958

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 R.L. Cowling, Vice-President of Southern States Life Insurance Company, a Texas corporation, known to me to be the person and the officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of said corporation, and in the capacity therein stated. .

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the -11-, day of -April, 1958

NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS