

*"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 II**

**1231983**

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT, BAYOU CITY PROPERTIES, INC., a Texas Corporation, pursuant to a resolution of its Board of Directors, being the owner of a certain tract of land in Harris County, Texas, containing 100 acres of land, said 100 acres being a part of and out of the John R. Harris Survey, Abstract 27, Harris County, Texas, and located on the South side of Sims Bayou, said 100 acre tract of land being more particularly described in metes and bounds in a deed dated the 22nd day of February, 1953, from C. Milby Dow, Grantor, to Bayou City Properties, Inc., Grantee, said deed filed for record in the office of the County Clerk of Harris County, Texas, on the 23rd day of September, 1953, under Clerk's File No.1176556, to which deed and the record thereof reference is here made for a full and complete description of said 100 acres, a portion of which tract of land has heretofore been platted and subdivided according to the plat of said addition, Section II, filed for record in the office of the County Clerk of Harris County, Texas, on the **12th** day of **February, 1954**, under Clerk's File No.1226480 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, Section II, 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 use, occupancy and conveyance of all lots in Glenbrook Valley, Section II, and each contract or deed which may be hereafter executed with regard to any of the lots in said Glenbrook Valley, Section II, shall be conclusively held to have been executed, delivered and accepted on the following reservations, restrictions, covenants, easements and dedications regardless of whether or not said reservations, restrictions and covenants, easements and dedications are set out in full or by reference in said contract or deed :

## **RESERVATIONS**

THAT in the authentication and the filing of said subdivision plat for record and in the 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 Bayou City Properties, Inc., 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 Bayou City Properties, Inc., in the conveyance of said property or any part thereof :

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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 Bayou City Properties, Inc., subject to the limited dedications herein expressed.

2. Bayou City Properties, Inc. reserves 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 therefore, 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 to deny to areas beyond Section II 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 of the development and use of said property as a community unit.

3. Bayou City Properties, Inc. reserves the necessary easements and rights of way for the purpose of construction, maintaining and repairing a system or systems of light, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Bay City Properties, Inc. sees fit to install across said lots, blocks and homesite tracts in said Section II of Glenbrook Valley as shown on aforesaid map recorded in the Harris County Map Records, to which map and record reference is here made.

4. Bayou City Properties, Inc. 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 and expressly reserves the right of relocation of oil and/or gas pipe line easements, in such manner as it in its sole discretion shall deem most efficient, economical and advantageous from the standpoint of continuity of development and general plat of subdivision of the above referred to properties.

5. Neither Bayou City Properties, Inc. 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 shall be expressly agreed and understood that the title conveyed by Bayou City Properties, Inc. 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, oil and/or gas line, electric light, electric power, telegraph or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Bayou City Properties, Inc., or its agents or assigns 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 part is hereby expressly reserved in Bayou City Properties, Inc.

### **RESTRICTIONS**

NOW, THEREFORE, Bayou City Properties, Inc., being the sole owner of the property known as Glenbrook Valley, Section II, does hereby impose the following restrictions on said property which shall constitute covenants running with the land:

## GENERAL RESTRICTIONS

1. These restrictions shall be effective until January 1, 1984, and shall automatically be extended thereafter for successive periods of ten years; provided, however, that the owners of a majority of the square foot area of the lots in Glenbrook Valley , Section II, may release all of the lots hereby restricted from anyone or more of said restrictions imposed hereby or created by deed from Bayou City Properties, Inc., 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.

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 recorded plat, 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, port 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 Glenbrook Valley, Section II 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 Bayou City Properties, Inc.

~~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 servant's quarters.~~

10. No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition.

11. 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.

12. 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, Bayou City Properties, 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.

13. 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 Bayou City Properties, Inc.; 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 Bayou City Properties, Inc.; such encroachment is wholly at the risk of the owner.

14. No signs, billboards, posters, or advertising devices of any character shall be erected on this property without the written consent of Bayou City Properties, Inc., and such consent shall be revocable at any time.

15. No cattle, hogs or other animals, rabbits, or poultry may be kept in any part of this property unless written permission be obtained from Bayou City Properties, Inc., and such consent shall be revocable at any time.

16. 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 Bayou City Properties, Inc.

17. Bayou City Properties, Inc. 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 impressed herein.

18. Violations of any restrictions, condition, or covenant herein shall give Bayou City Properties, Inc. 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.

19. Bayou City Properties, Inc. 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.

20. If garage, servants, house or other outbuilding is made an integral part of the residence, or is connected thereto in a manner approved by Bayou City Properties, Inc. upon submission of plans and specifications, as provided in Bayou City Properties, Inc. 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 Bayou City Properties, Inc.

21. Houses or residences constructed shall have a minimum cost of \$25,000.00. The minimum cost of improvements refers to the cost of construction at the time of the passage of this resolution, and will vary up or down with changes, if any, of the unit cost of construction in the future. The exterior design and, or usage of building materials shall be subject to approval of architectural committee.

22. No residence, garage or other structure shall be constructed nearer than the front building line shown on the record plat of Glenbrook, no residence nearer than ten ( 10) feet to either side property line, no garage nearer than five ( 5) feet to rear property line.

23. 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.

The covenants, agreements, reservations, easements and restrictions herein set out are for the benefit of Bayou City Properties, Inc., its successors and assigns and equally for the benefit of any subsequent owner of any lot or lots in said addition, 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 situate and shown by the recorded plat of Glenbrook Valley , Section II. Accordingly, all of the covenants, agreements, reservations, easements and restrictions herein contained shall be construed and deemed to be covenants running with the land and any violation thereof shall be enforceable at law or in equity by anyone or more of said beneficiaries.

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.

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 mortgages, 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 Deed of Trust Lien covering the above described property, part of which comprises Glenbrook Valley, Section II, does by the execution of this instrument join in the placing of the above reservations, restrictions, easements and covenants upon Glenbrook Valley, Section II, and each and every homesite, house, or residence, tract, lot or parcel of land therein and agree that the dedication and subdivision of said property by the above mentioned plat, together with its ingress and egress thereon shown and said reservations, restrictions, easements and covenants shall continue in full force and effect and be binding upon the said C. Milby Dow, his heirs, executors and assigns, and any interest now owned or hereafter acquired by virtue of said liens or otherwise in Glenbrook Valley . Section II, or any part thereof and likewise that said reservations, covenants, agreements, easements and restrictions shall be and are hereby for the benefit of C. Milby Dow, his heirs, executors and assigns, and any person or corporation owning or hereafter acquiring any part or parcel of land in said Glenbrook Valley, Section II. C. Milby Dow does by the execution of these covenants, agreements, reservations, easements and restrictions subordinate his Vendor's Lien and Deed of Trust Lien and debt secured thereby covering the said Glenbrook Valley, Section II, to the dedicated plat of said addition as filed for record in the office of the County Clerk of Harris County and to the covenants, agreements, reservations, easements and restrictions herein set forth.

BAYOU CITY PROPERTIES, INC

ATTEST:

\_\_\_\_\_  
D. S. Tulley, Secretary

BY \_\_\_\_\_  
John G. Holland, President

\_\_\_\_\_  
C. M. Dow

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared John G. Holland, President of Bayou City Properties, Inc., a 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 Bayou City Properties, Inc. 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 12th day of February, 1954.

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Notary Public, 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 12 day of February, 1954.

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Notary Public, Harris County, Texas

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**THE STATE OF TEXA ()**

**COUNTY OF HARRIS ()**

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KNOW ALL MEN BY THESE PRESENTS:  
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WHEREAS by instrument recorded under Harris County Clerk's File No.1231983, recorded in Volume 2726, Page 135 Deed Records of Harris County, Texas, Bayou City Properties, Inc., the owner of said property, did place certain reservations and restrictions on the property located in Glenbrook Valley Section Two, an addition to the City of Houston, in Harris County, Texas, according to the map thereof recorded in Volume 44, Page 26, Map Records of Glenbrook Valley, Section II

Harris County, Texas; and

**WHEREAS, paragraph No.19 of the General Restrictions, on Page 4 of said instrument, provides as follows:**

**"Bayou City Properties, Inc., shall have the right to modify the restrictions with reference to location of set back or side line 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;" and**

**WHEREAS, Fred McManis, Jr. Sole Stockholder and Trustee for the Shareholders of Bayou City Properties, Inc" deems it for the best interest of the Addition as a whole to modify the restrictions with reference to the location of set back and side line restrictions of the improvements located on said Lot 7, Block 5 of the Glenbrook Valley, Section Two, and the direction which said improvements shall face,**

**NOW, THEREFORE, Fred McManis, Jr. Sole Stockholder and Trustee for the Shareholders of Bayou City Properties, Inc., for and in consideration of the premises, does hereby modify the restrictions affecting the said Lot 7, Block 5 of Glenbrook Valley, Section Two as follows**

**The improvements located on said Lot 7, Block 5 of Glenbrook Valley, Section two, shall face on Santa Elena Drive, and the side line restrictions affecting said Lot shall be a ten foot side line running parallel to and ten feet from the east right-of-way line of GLEN DELL COURT.**