

*"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."*

8559068

RESTRICTIONS

**GLENBROOK V ALLEY ADDITION, SECTION XU AND REPLAT OF NORTH  
PART OF GLENBROOK V ALLEY ADDITON, SECTION XII**

**THE STATE OF TEXAS**

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

That, Glenbrook Valley Corporation, a Texas corporation, Fred McManis, Jr. and Nancy McManis, a feme sole, being the owners of that certain tract of land, a portion of which has heretofore been plotted and subdivided into that certain subdivision known as GLENBROOK V ALLEY ADDITION, SECTION XII, according to the Plat of said Glenbrook Valley Addition, Section XII, filed for record in the office of the County Clerk of Harris County, Texas, on the 4th day of April, 1962, under Clerk's File No. 482480-B, and to Replat of North Part of Glenbrook Valley Addition, Section XII, filed for record in the office of the County Clerk of Harris County, Texas, on the ~day of AUust,1962, under Clerk's File No. 558878-B, to which Plat and Replat 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 XII, 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 occupancy and conveyance of all lots in Glenbrook Valley Addition, Section XII, 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 XII, 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.

**RESTRICTIONS**

That is the authentication and filing of said subdivision plat and replat for record and in dedicating the streets, drives, lanes, walks and lots to the use of the present and future owners of said lots and to the public there shall be and there are hereby reserved in Glenbrook Valley Corporation, Fred McManis, Jr. and Nancy McManis, hereinafter called Owners, 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 is to be executed by on behalf of said Owners is the conveyance of said property or any part thereof

1. The several streets, drives, lanes, walks and roads as shown on said Plat and Replat of

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Glenbrook Valley Addition, Section XII are hereby dedicated to the use of the public

2. Owners reserve unto themselves, their heirs, successors and assigns, the necessary easements and rights-of-way for the purpose of constructing, maintaining and repairing a system or systems of light, electric power and telephone lines, gas, water, sewers, or any other utility that Owners, their heirs, successors or assigns, see fit to install access, over, under or through said lots, blocks and homesite tracts in Glenbrook Valley Addition, Section XII, all as shown as the aforesaid Plat and Replat of Glenbrook Valley Addition, Section XII.

3. Owners reserve 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 Owners, their heirs, successors or assigns, or any utility company using the abovementioned easements shall be liable for any damage done by them or any of them or their assigns, their agents, employees or servants, to shrubbery, flowers or other property of the owner of the lots, tracts or land covered by said easements.

5. It shall be and it is hereby expressly agreed and understood that the title conveyed by Owners, their heirs, successors or assigns, to any lot or parcel of land in said Glenbrook Valley Addition, Section XII, by contract, deed or other conveyance, shall not in any event be held or construed to include the title to water, gas, sewer, storm sewer, electric light, electric power or telephone lines, poles or conduits, or any other utility or appurtenances thereto constructed by owners, their heirs, successors or assigns, or public utilities companies, or their assigns, over, under, through, along or upon herein dedicated easements, premises or any part thereof to serve said property or any other portions of Glenbrook Valley, Section XII, and the right to maintain, repair, sell or lease such times, utilities and appurtenances to the City of Houston or other municipal corporation or to any other private or public party is hereby expressly reserved unto Owners, their heirs, successors and assigns.

### RESTRICTIONS

1. All lots in Glenbrook Valley Addition, Section XII, except Reserve Lots A, B, C, D, E, F, G, H, I, J, K, L and M as same are designated on said Plat and said Replat of said Section XII, which said Reserve Lots A through I, inclusive are specifically reserved for commercial sites and said Reserve Lots J through M, inclusive, are specifically reserved for multi-family residential 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 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 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., G.M. Wyatt and James Wilson, Jr. 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 member or members 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 suit 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 so designated representatives, shall be entitled to any compensation for services performed pursuant to the covenant.

The powers and duties of the committee named and referred to in this paragraph and of its designated representatives shall cease on and after August 1, 1967, thereafter after 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. Any residence constructed on the following lots: all lots in Block 68, lots 19 through 24, inclusive, in Block 63, and lots 15 through 27, inclusive, in Block 69, shall contain not less than 2000 square feet of living area, exclusive of porches, breezeways and patios, and shall have a minimum cost of \$20,000. The minimum cost of such improvements refers to the cost of construction at the time of the passage of this restriction and will vary up and down with changes, if any, of the unit cost of construction in the future

Any residence constructed on the following lots: lots 1 through 14, inclusive, in Block 69, lots 25 through 38, inclusive, in Block 63, all lots in Block 70, and all lots in Block 71, shall contain not less than 2150 square feet of living area, exclusive of porches, breezeways and patios, and shall have a minimum cost of \$22,500.00 as such minimum cost is defined above.

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 and no building shall be located nearer than 10 feet to an interior lot line except that only a 5-foot distance from any interior lot line shall be required for a garage or other permitted accessory building provided that same be located 70 feet or more from the minimum setback line. No dwelling shall be located nearer than 20 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 a lot to encroach upon another lot. All main residential dwellings shall face dedicated streets.

5. No dwelling shall be erected or placed on any lot having an area of less than 6500 square feet, and only one residence shall be constructed on each platted lot as per plat and replat of said Glenbrook Valley Addition, Section XII, of record.

6. Owners, their heirs, successors or assigns, 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 they deem for the best interest of the subdivision as a whole, but such modification must be in writing.

7. There are hereby dedicated and reserved, permanent and unobstructed easements as shown on the recorded plat and replat of Glenbrook Valley Addition, Section XII, 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 XII, by whosoever owner. There is also dedicated and reserved an unobstructed aerial easement for utilities five feet in width from a plane 20 feet above the ground upward, located over all easements herein described and all easements shown on said plat and replat.

8. No lot or the improvements thereon shall ever be used for any purpose which is immoral or illegal or in 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 XII, any part thereof, any saloon or place for the sale or manufacture for sale of malt, vinous or spirituous liquors, capable of producing intoxication, or foundry, brick yard, cemetery, crematory, any establishment for the care or cure of restraint of the mentally afflicted or for the care and cure of persons afflicted with tuberculosis, 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-products 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 business or industrial use which may be or might become a detriment, annoyance or a nuisance to the neighborhood.

9. 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 be used for human habitation (except bona fide servants) 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 lot, be removed in its entirety, and if not removed with said five-day period after completion of said permanent home upon such lot, said Owners reserve the right of ingress and egress for the purpose of removing or causing to be removed, at the lot owner's expense, said temporary structure, and said lot owner shall hold Owners absolutely harmless from any claims or demands of any person whomsoever for any damage done to the premises or improvements caused by such removal.

10. 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 the builder to advertise the property during the construction and sales period.

11. 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 of shafts be permitted upon or in any lot or portion thereof. No derrick or other structure designed for the use

in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or portion thereof.

12. 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 as pets shall be allowed, but not the keeping of dogs or cats for sale, breeding or board.

13. 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 material shall be kept in a clean and sanitary condition.

14. 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 lot owner 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.

15. No fence, wall, hedge, tree, shrub planting or planting of any kind 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 a 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, and provided further that no fence, wall, hedge, tree, shrub planting or planting of any kind shall be allowed or shall extend past the limiting boundary of the rear utility easement of each lot in said subdivision contained, and specific reference is here made to such plat and replat for reference to such utility easement and if any such lot in such subdivision contained shall have no rear utility easement then and in that event this restriction shall be deemed to apply to the limiting boundary of any drainage easement or drainage course shown upon such plat and replat of said Section XII.

16. The main dwelling erected on any lot in Glenbrook Valley Addition, Section XII, shall be composed of at least 80% brick, stone or masonry construction, said 80% being based upon the total outside wall square footage less that square footage which is contained in windows, doors and the wall area above such windows and doors in the first floor of the dwelling.

17. Lots 19 through 32, inclusive, in Block 63, each contain and have running them natural drainage ravines and gullies which are here and now designated as natural drainage ravines and gullies and the same shall never in any manner be utilized by the lot owner or owners of such lots so as to in any way impair, deviate or obstruct the natural drainage therein, and said lot owners shall keep same free and clear of such obstructions to the end that natural drainage there through shall run off at the maximum rate. The purposes of this paragraph shall expressly prohibit the building or erection in said drainage course of any dam, pool or other item of construction or obstruction, which would hamper the purposes thereof.

18. All lots in Glenbrook Valley Addition, Section XII, shall be subjected to an annual maintenance charge at a rate equal to six (6) mills per square foot for each square foot in said lots contained~ such maintenance charge shall for all purposes be based upon the ratio that six mills per

square foot bears to the average cost of living index for the Continental limits of the United States of America in the calendar year of 1962-that is to say, if in subsequent calendar years the said cost of living index shall either increase or decrease, each maintenance charge of six mills per square foot shall proportionately increase or decrease as the case may be~ and each deed emanating from Owners, their heirs, successors or assigns, shall be made subject to such maintenance charge, which said maintenance charge shall be and become payable and is hereby made a lien upon the property, and 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 XII, for the terms and the provisions of said maintenance charge.

~~19. No part of the property shall be conveyed to, owned by, leased to, used or occupied by any person that is not of the white or Caucasian Race, except that the lot owners' servants other than of the white or Caucasian race may occupy servant's quarters.~~

20. Violation of any restriction, condition, or covenant herein shall give Owners, their heirs, successors or assigns, the right to enter upon property where such violation exists and summarily abate or remove the same at the expense of the lot owner, and such entry and abatement or removal shall not be deemed a trespass.

21. 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 Owners; 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 of any type 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 adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of Owners; such encroachment is wholly at the risk of the owner of the lot so encroaching.

22. If garage, servant's house or other outbuilding is made an integral part of the residence, or is connected thereto in a manner approved by the Architectural Committee upon submission of plans and specifications as herein provided the setback distances from front and side lines of lot will then automatically become identical with those stipulated for the residence itself. No garage, servant's house or other outbuilding, unless located 70 feet or more from the front minimum building setback line, shall face or front the street upon which the lot shall face or front, unless prior written consent of Owners be obtained; provided, however, that such garage, servant's quarters or other outbuilding may face or front said street if there be located directly in front thereof a carport or other structure of similar permanency.

23. The invalidity, abandonment or waiver of any 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 and unchanged except as by any method herein contained.

24. 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 mortgage, trustee or guarantor under any mortgage or deed of trust, or the assignees of any mortgage, trustee or guarantor, under 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.

25. 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 XII, except those commercial and multifamily residential reserve tracts numbered A through M on said plat and replat of Glenbrook Valley Addition, Section XII, which are specifically excepted from the restrictions by this instrument imposed, 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 residential lots in Glenbrook Valley Addition, Section XII, 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, rescission 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

26. The covenants, agreements, reservations, easements and restrictions herein set out are imposed by all of the owners of the property known as Glenbrook Valley Addition, Section XII, as the same are named in this instrument above, and shall be for the benefit of said Owners, their heirs, successors and assigns, and the same are likewise for the benefit of First City National Bank of Houston as Independent Executor and Testamentary Trustee under the Will and the Estate of C.N. Dow, Deceased, and as Successor Trustee under that certain Trust Indenture dated May 5, 1950, executed by and between Dagmar Lunn Dow Dunn as Trustor and C.M. Dow as Trustee and recorded in Volume 44414, page 525, Deed Records of Harris County, Texas, of Bank of the Southwest National Association, of Star of Hope Mission, of Southern States Life Insurance Company, and of Carolyn McManis, a widow, all of whom are lienholders against said properties heretofore platted as Glenbrook Valley Addition, Section XII, their heirs, successors and assigns, and all subsequent owners of all of the land or any part thereof situated and shown by the recorded plat and replat of said Glenbrook Valley Addition, Section XII, and 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 by law or in equity by anyone or more of the above described parties or by any corporations whose membership consists of such owners. 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 recover damages.

Restrictive covenants numbered 1 through 26 above, inclusive, are hereby imposed by Owners for their benefit, for the benefit of the various lienholders hereinabove named, and for the benefit of the subsequent owners of the residential homesite lots as reflected by said plat and replat of Glenbrook Valley Addition, Section XII, as both are filed for record, against only the residential lots platted thereon, and specifically exclude there from the reserve tracts designated on said plat and replat as Reserve " A " through Reserve "M", inclusive, which said Reserve A through I, inclusive, tracts are specifically reserved unto Owners for commercial purposes and may be used for any legal and proper purpose and said Reserve J through M, inclusive, tracts are specifically reserved for multi family residential purposes and use.

Restrictive covenants numbered 1 through 26 above, inclusive, are hereby imposed by Owners for their benefit, for the benefit of the various lienholders hereinabove named, and for the benefit of the subsequent owners of the residential homesite lots as reflected by said plat and replat of Glenbrook Valley Addition, Section XII, as both are filed for record, against only the residential lots platted thereon, and specifically exclude there from the reserve tracts designated on said plat and replat as

Reserve " A " through Reserve "M", inclusive, which said Reserve A through I, inclusive, tracts are specifically reserved unto Owners for commercial purposes and may be used for any legal and proper purpose and said Reserve J through M, inclusive, tracts are specifically reserved for multi family residential purposes and use.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

GLENBROOK VALLEY CORPORATION

\_\_\_\_\_  
G. W. Wyatt, Ass't. Secretary

\_\_\_\_\_  
Fred McManis, Jr. President

\_\_\_\_\_  
Nancy Mc Manis

OWNERS

ATTEST

**FIRST CITY NATIONAL BANK OF HOUSTON  
AS INDEPENDENT EXECTOR AND TESTAMENTARY TRUSTEE UNDER THE WILL  
AND OF THE ESTATE OF C.M. DOW DECEASED, AND AS SUCCESSOR TRUSTEE  
UNDER THAT CERTAIN TRUST INDENTURE DATED MAY 5, 1950, BY THE BETWEEN  
DAGMAR LUNN DOW DUNN AS TRUSTOR AND C.M. DOW AS TRUSTEE AND  
RECORDED IN VOL. 4414, PAGE 525, DEED RECORD OF HARRIS COUNTY, TEXAS,  
AND IN NO OTHER CAPACITY WHATEVER.**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
Assistant Cashier

Vice President  
SOUTHERN STATES LIFE INSURANCE  
COMPANY

BY: \_\_\_\_\_  
Vice President

ATTEST:

STAR OF HOPE MISSION

\_\_\_\_\_  
Acting Secretary

BY: \_\_\_\_\_  
President

ATTEST:

BANK OF THE SOUTHWEST  
NATIONAL ASSOCIATION,  
TRUSTEE

\_\_\_\_\_  
Assistant Cashier

BY: \_\_\_\_\_  
Vice President and Trust Officer

\_\_\_\_\_  
Carylon McManis

LEINHOLDERS

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Fred McManis, Jr. and G.M. Wyatt, President and Secretary respectively of Glenbrook Valley Corporation, a Texas corporation, known to me to be the persons and the officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same as an act of said corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HANK AND SEAL OF OFFICE THIS 21<sup>st</sup> day of August, 1962.

\_\_\_\_\_  
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 Fred McManis, Jr., known to me to be the persons and the officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same as an act of said corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HANK AND SEAL OF OFFICE THIS 21<sup>st</sup> day of August, 1962.

\_\_\_\_\_  
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 Nancy Hart McManis, a feme sole, known to me to be the persons and the officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same as an act of said corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HANK AND SEAL OF OFFICE THIS 21<sup>st</sup> day of August, 1962.

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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 CARROLL D. SIMMONS, VICE PRESIDENT of the First City National Bank of Houston (a national banking corporation domiciled in Houston, Texas), as Independent Executor and Testamentary Trustee under the will and of the Estate of C.M. Dow, Deceased, and as Successor Trustee under the Trust Indenture dated May 5, 1950executed by and between Dagmar Lunn Dow Dunn and Trustor and C.K. Dow as Trustee, recorded in Vol. 4414, page 525, Deed Records of Harris County, Texas, known to me to be the persons and the officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same as an act of said corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HANK AND SEAL OF OFFICE THIS 21<sup>st</sup> day of August, 1962.

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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 \_\_\_\_\_ of Bank of the Southwest National Association, a national banking institution known to me to be the persons and the officers whose names are subscribed to

the foregoing instrument and acknowledged to me that they executed same as an act of said corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HANK AND SEAL OF OFFICE THIS 29<sup>st</sup> day of August, 1962.

\_\_\_\_\_  
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 W. H. Thruston, Vice President of Southern States Life Insurance Company, a Texas corporation known to me to be the persons and the officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same as an act of said corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HANK AND SEAL OF OFFICE THIS 21<sup>st</sup> day of August, 1962.

\_\_\_\_\_  
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 \_\_\_\_\_, President of Star of Hope Mission, a charitable Texas corporation, known to me to be the persons and the officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same as an act of said corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HANK AND SEAL OF OFFICE THIS 21<sup>st</sup> day of August, 1962.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

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088-12-0651

B683702

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, by instrument recorded August 29, 1962, IN Volume 4849 Page 11 of the Deed Records of Harris County, Texas, Glenbrook Valley Corporation, Fred McManis, Jr. and Nancy McManis, being the owners of that certain tract of land theretofore platted and subdivided into that certain subdivision know as Glenbrook Valley Addition, Section XII, according to the Plat of said subdivision filed for record in the office of the County Clerk of Harris County, Texas and recorded in Volume 88, page 12 of the Map Records of Harris County, Texas, imposed certain restrictive covenants upon Glenbrook Valley Addition, Section XII, and

WHEREAS, Glenbrook Valley Corporation, a Texas Corporation, Fred McManis, Jr., Nancy McManis, a feme sole, and R.C. Williams- .ID Reed Carl Buckner, WB Wainwright, D.D. Hutchison, Conrad P. Harness and Sturbridge, Inc., hereinafter collectively called Owners, being the present record owners of all of said Glenbrook Valley Addition, Section XII, is desirous of amending in part said restrictive covenants as shown recorded.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That said above Owners do hereby amend said Restrictive Covenants as follows:

1. Restriction paragraph no.6 as in said Restrictive Covenants above referred to is hereby amended to read as follows, to-wit:

6. Owners, their heirs, successors or assigns, shall have the right to modify the restrictions with reference to location of setback, sideline or rear lot line restrictions of any of the improvements, and the direction which they shall face, to such extent as they deem for the best interest of the subdivision as a whole, but such modification must be in writing.

Restriction paragraph no.5 as in said Restrictive Covenants above referred to is hereby amended to read as follows, to-wit.

2. No dwelling shall be erected or placed on any lot having an area of less than 9500 square feet, and only one residence shall be constructed on each platted lot as per plat and replat of said Glenbrook Valley Addition, Section XII, of record, with the exception of Lot 32 in Block 63, on which lot only there shall be allowed two residences, each of which shall, however, conform to all of the other requirements of these Restrictive covenants as to number of square feet of living area, percentage of masonry construction, and other covenants contained in said Restrictive Covenants pertaining to residences in said subdivision.

Except as hereinabove specifically amended said Restrictive Covenants as now filed for record shall remain in full force and effect, unaltered.

First City National Bank of Houston, as Independent Executor and Testamentary Trustee under the Will and of the Estate of C.M. Dow, Deceased, and as Successor Trustee under that certain Trust

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Indenture dated May 6, 1950, by and between Dagmar Lunn Dow Dunn as Trustor and C.M. Dow as Trustee and recorded in Vol. 44414, page 525, Deed Records of Harris County, Texas, and in no other capacity whatever; Star of Hope Mission, a charitable Texas corporation, Bank of the Southwest National Association, a national banking institution of Harris County, Texas, Trustees,

and Carolyn McManis, a feme sole, all of whom are the owners and holders of certain liens covering the property comprising Glenbrook Valley Addition, Section XII, do by the execution of this instrument evidence its and their consent to the herein specified changes and amendments of said Restrictive Covenants and do hereby subordinate their respective liens to such changes and amendments.

EXECUTED THIS 15<sup>th</sup> day of April, 1963.

ATTEST:

GLENBROOK VALLEY CORPORATION

\_\_\_\_\_  
G. W. Wyatt, Ass't. Secretary

\_\_\_\_\_  
Fred McManis, Jr. President

\_\_\_\_\_  
Nancy Mc Manis

OWNERS

ATTEST;

FIRST CITY NATIONAL BANK OF HOUSTON  
AS INDEPENDENT EXECUTOR AND  
TESTAMENTARY TRUSTEE UNDER THE WILL  
AND OF THE ESTATE OF C. M. DOW, DECEASED,  
AND AS SUCCESSOR TRUSTEE UNDER THAT  
CERTAIN TRUST INDENTURE DATED MAY 5,  
1950 BY AND BETWEEN DAGMAR LUNN DOW  
DUNN AS TRUSTOR AND C. M. DOW AS TRUSTEE  
AND RECORDED IN VOL. 4414, PAGE 525, DEED  
RECORDS OF HARRIS COUNTY, TEXAS, AND IN NO  
OTHER CAPACITY WHATEVER.

BY: \_\_\_\_\_

\_\_\_\_\_  
Ass't. Cashier

\_\_\_\_\_  
Vice President

ATTEST:

STURBRIDGE, INC

\_\_\_\_\_  
Ass't Secretary

\_\_\_\_\_  
Persident

ATTEST:

STAR OF HOPE MISSION

\_\_\_\_\_  
Acting Secretary

BY: \_\_\_\_\_  
President

ATTEST:

BANK OF THE SOUTHWEST  
NATIONAL ASSOCIATION,  
TRUSTEE

\_\_\_\_\_  
Assistant Cashier

BY: \_\_\_\_\_  
Vice President and Trust Officer

\_\_\_\_\_  
Carylon McManis

LEINHOLDERS

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Fred McManis, Jr. and G.M. Wyatt, President and Secretary respectively of Glenbrook Valley Corporation, a Texas corporation, known to me to be the persons and the officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same as the act of said corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HANK AND SEAL OF OFFICE THIS 3rd day of May, 1963.

\_\_\_\_\_  
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 Fred McManis, Jr., known to me to 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 HANK AND SEAL OF OFFICE THIS 15<sup>th</sup> day of May, 1963.

\_\_\_\_\_  
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 Nancy Hart McManis, a feme sole, known to me to be the persons and the officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same as an act of said corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HANK AND SEAL OF OFFICE THIS 15<sup>th</sup> day of April, 1963.

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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 Rex Williams, known to me to be the persons and the officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same as an act of said corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HANK AND SEAL OF OFFICE THIS 15th day of April, 1963.

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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 \_\_\_\_\_ of Star of Hope Mission, a charitable Texas corporation, known to me to be the persons and the officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same as an act of said corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HANK AND SEAL OF OFFICE THIS 18<sup>th</sup> day of April, 1963.

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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 DAVID WEINTRAUB, VICE PRESIDENT AND TRUST OFFICER of Bank of the Southwest National Association, a national banking institution known to me to be the persons and the officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed same as an act of said corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HANK AND SEAL OF OFFICE THIS 24th day of April, 1963.

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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 W. E. Daniels, President of Sturbridge, Inc., and Ann McCracken, Assistant Secretary of Sturbridge, Inc., a Texas Corporation, known to me to 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 HANK AND SEAL OF OFFICE THIS 3rd day of May, 1963.

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NOTARY PUBLIC IN AND FOR HARRIS COUNTY , TEXAS