

"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 V ALLEY ADDITION

SECTION IX

1540298

THE STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT Glenbrook Valley Corporation, a Texas corporation, being the owner of that certain tract of land described in a Deed from C. Milby Dow to Lakeside Oaks Corporation dated the 17th day of December, 1954, said Deed filed for record on the 17th day of December, 1954 in the office of the County Clerk of Harris County, Texas, under Clerk's File No. 1356068, to which instrument and the record thereof reference is here made for a more full and complete description, a portion of which tract has heretofore been platted and subdivided into that certain subdivision known GLENBROOK V ALLEY ADDITION, SECTION IX., according to the Plat of said Glenbrook Valley Addition, Section IX., filed for record in the Office of the County Clerk of Harris County, Texas, on the 9th day of December, 1955, under Clerk's File No. 1526907, 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 IX, 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, Section IX., 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 IX, 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 authentication and filing of said subdivision plat 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 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:

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

2. Glenbrook Valley Corporation reserves the right to itself, its successors and assigns, for the necessary easements and rights-of-way for the purpose of constructing, maintaining and repairing a system or systems of light, electrical 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 IX, all as shown on the aforesaid map or plat of Glenbrook Valley Addition, Section IX.

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 or any utility company, their successors or assigns, using the above-mentioned 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 IX., 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 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 IX., 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 party, private or public, is hereby expressly reserved in Glenbrook Valley Corporation, its successors and assigns.

RESTRICTIONS

1. All lots in Glenbrook Valley Addition, Section IX., 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 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 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 designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The powers and duties of the committee named and referred to in this Article 2, and of its designated representatives, shall cease on and after January 3, 1961; 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, exclusive of one-story open porches and garages, shall not be less than 1200 square feet of living area in the case of a one-story dwelling, nor less than 1100 square feet of ground area in the case of a dwelling of more than one story on all lots in Blocks 40, 42, 43,44,47,48 and 49, and on Lots 1 through 5, Block 50, Lots 1 through 10 and Lot 22, Block 51, and Lots 1 and 2, Block 52.

On all lots in Blocks 53 through 57, Lots 6 and 7, Block 50, Lots 11 through 21, Block 51, and Lots 3 and 4, Block 52, the square foot area for a dwelling thereon, exclusive of one-story open porches and garages, shall not be less than 1150 square feet of living area in the case of a one-story dwelling, nor less than 1100 square feet of ground area in the case of a dwelling of more than one story.

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, and no building shall be located nearer than 20 feet to the street property line on lots which may abut a side street. No building shall be located nearer than 5 feet to an interior lot line except that a 3-foot side yard shall be required for a garage or other permitted accessory building which may be located 70 feet or more from the minimum setback line. No dwelling shall be located on any interior lot nearer than 25 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 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 IX., 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 IX., by whomsoever 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.

7. 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 IX., or any part thereof, any saloon or place for the sale or manufacture for sale of malt, vinous or spirituous liquors, capable of producing intoxication, any foundry, brick yards, cemetery, crematory, any establishment for the care or cure of persons afflicted with tuberculosis or the care, cure or restraint of the mentally impaired of 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 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 within said five-day period after completion of said permanent home upon such 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 in 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, garbage and 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. 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 dwelling erected on any lot in Glenbrook Valley Addition, Section IX., shall be composed of at least 51% brick, stone or masonry construction, said 51% being based upon the total outside wall square footage less the square footage contained in windows and doors therein.

16. 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 IX., 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 IX., 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.

17. 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 owners of a lot or lots in said Glenbrook Valley Addition, Section IX., its successors, executors, administrations and assigns, and the same are, likewise, for the benefit of C. Milby Dow of Houston, Texas, his heirs 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 IX. Accordingly, all of the covenants, 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.

18. 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 by any method herein contained.

19. 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 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 of Houston, Texas, the present owner and holder of the Vendor's and Deed of Trust liens covering the property comprising Glenbrook Valley Addition, Section IX., does by the execution of this instrument join in the placing of the above reservations, restrictions, easements and covenants of Glenbrook Valley Addition, Section IX., and each and every homesite, tract, lot or parcel of land therein, and agrees 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 any interest now owned or hereafter acquired by said C. Milby Dow, in Glenbrook Valley Addition, Section IX., shall be subject to said plat and dedications and these reservations, covenants, agreements and easements shall be for the 'benefit of said C. Milby Dow, his heirs and assigns and any person or corporation owning or hereafter acquiring any part or parcel of land in said Glenbrook Valley Addition, Section IX. The said C. Milby Dow does by the execution of these reservations, restrictions, covenants, easements and agreements, subordinate his Vendor' s Lien and Deed of Trust Lien covering the said Glenbrook Valley Addition, Section IX., not only to these restrictions, reservations, covenants, easements and agreements, but also to said plat and dedication of Glenbrook Valley Addition, Section IX., as same is filed for record in the Office of the County Clerk of Harris County, on the 9th day of December, 1955, under Clerk's File No. 1526907.

EXECUTED this 11 day of January, 1956.

ATTEST:

GLENBROOK VALLEY CORPORATION

J. G. Coman, II. Secretary

Raymond L. Bradley, Jr. President

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared Raymond L. Bradley, Jr., President of Glenbrook Valley 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 said Glenbrook Valley Corporation, and that he

executed the same as the act of said Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of January, A.D. 1956

NOTARY PUBLIC, HARRIS COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority in and for said County and State, 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 purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of January, 1956 .A.D.

NOTARY PUBLIC, HARRIS COUNTY, TEXAS