

*"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. SECTION III**

1288975

#### **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 by 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 into that certain subdivision known as Glenbrook Valley, Section III, according to the plat of said addition, Section III, filed for record in the office of the County Clerk of Harris County, Texas, on the 6th day of April, 1954, under Clerk's File No. 1247066

-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 111, 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 111, and each contract or deed which may be hereafter executed with regard to any of the lots in said Glenbrook Valley , Section 111, 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 :

1. No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plat plans showing the location of such building has

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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. Tulley and J. G. Coman, II, 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 thirty (30) days after the plans and specifications have been submitted to it, or in the event if no suit to enjoin the erection of such building or the making of such alterations as then 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 or its designated representative 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 and of its designated representative shall cease on and after January 1, 1957; 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 record owners of the majority of the lots in the 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 of main structures located on all lots in Blocks 9, 12 and 13, except all one-story open porches and garages, shall contain not less than 1100 square feet for a one-story dwelling, exclusive of one-story open porches and garages, nor less than 900 square feet for a dwelling of more than one story. As to main structures located on all other lots in all other blocks of Section III, the following schedule shall apply:

All main structures located on all lots in Block 4, and Lots 2 and 3 in Block 8, shall contain not less than 1700 square feet of ground area in the case of a one-story dwelling, exclusive of one-story open porches and garages, nor less than 1200 square feet for a dwelling of more than one story. All main structures located on Lots 4 and 5 and 6 in Block 8; all lots in Block 10 and Lots 9, 10, 11 and 12 in Block 11, shall contain not less than 1500 square feet of ground area in the case of a one-story dwelling exclusive of one-story open porches and garages, nor less than 1200 square feet for a dwelling of more than one story. Main structures located on Lots 7, 8 and 9 in Block 8; all lots in Block 11 except Lots 9, 10, 11 and 12 shall contain not less than 1300 square feet of ground area in the case of a one-story dwelling exclusive of open porches and garages, nor less than 1000 square feet for a dwelling of more than one story.

Any lots in any blocks not specifically referred to in this paragraph number 3, to-wit: Lot 7, Block 3, Lot 1, Block 8, shall be deemed to have been restricted in accordance with the terms and provisions of instrument filed in the Office of the County Clerk of Harris County, Texas, on November 2, 1953, under Clerk's File No. 1191082, and to these two lots the restrictions as pertaining to Section I shall apply.

4. The main residential structure shall face a dedicated street and shall not be located on any lot nearer to the front building line or nearer to the side street line than the minimum setback lines

shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty- five feet to the front line or nearer than ten feet to any side street line. No dwelling shall be located on any interior lot nearer than five feet to the side lot line. For the purposes of this covenant, eaves, stoops, steps and similar projections from the building on each lot shall not be considered as a part of the 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 sixty feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than seven thousand square feet.

6. Easements for installation and maintenance of public utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven and one-half feet of each lot except in the case of all lots in Block No.1 this easement shall be ten feet in width across the rear of all lots therein.

7. No noxious or offensive activity or trade shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the surrounding neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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 for sale during the construction and sales period.

10. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot except that this provision shall not prohibit the keeping of dogs, cats or other household pets, provided that they are not kept, bred or maintained for any commercial purposes.

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

12. 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.

13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 lines 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 alley

pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date that these covenants are filed for record in the office of the County Clerk of Harris County, Texas, and from and after said twenty-five year period these covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by a majority of the then record owners of these lots has been recorded agreeing to change said covenants in whole or in part.

15. Enforcement of these covenants 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.

16. Invalidation of any of these covenants by judgment or by court order shall in no manner affect any of the other provisions which shall remain in full force and effect.

17. Any violations 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 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 herein contained 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 III, does by the execution of this instrument join in the placing of the above reservations, restrictions, easements and covenants upon Glenbrook Valley , Section III, 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 III, 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 III. 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 III, 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.

ATTEST:

**BAYOU CITY PROPERTIES, INC.**

**D. S. Tulley, Secretary**

BY

**Fred McManis, Jr., President**

**c. Milby Dow**

**THE STATE OF TEXAS**

**COUNTY OF HARRIS :**

BEFORE :ME, the undersigned authority, on this day personally appeared Fred McManis, Jr., President of Bayou City Properties, Inc., 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., a corporation, 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 12 day of -1Y!.-, A.D.,**

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 the 12 day of July, A.D.,**

Notary Public, Harris County, Texas