

*"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 ADDITION**  
**SECTION VIII**  
1579955

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 VIII, filed for record in the Office of the County Clerk of Harris County, Texas, on the ~ day of October 1955, under Clerk's File no. 1498699, and recorded in Vol. 50, page 40 of the Harris County Map Records, 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 VIII, 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 Addition, Section VIII, and each contract or deed may be hereafter executed with regard to any of the lots in said Glenbrook Valley Addition, Section VIII, 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, covenants, easements and dedications are set out in full or by reference in said contract or deed, or are omitted in said contract or deed.

RESERVATIONS

THAT in the authentication and 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 Glenbrook Valley Corporation, the following rights, titles and easements, which reservations shall be considered a part of and construed as being adopted in each and every contract, deed or other conveyance executed or to be executed by or on behalf of Glenbrook Valley Corporation, in the conveyance of said property or any part thereof:

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

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2. Glenbrook Valley Corporation reserves 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, electric power and telephone line or lines, gas, water, sewers, or any other utility that Glenbrook Valley Corporation, its successors or assigns, see fit to install across, over, under or through said lots, blocks and homesite tracts in Glenbrook Valley Addition, Section VIII, all as shown on the aforesaid plat of Glenbrook Valley Addition, Section VIII.

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

4. Neither Glenbrook Valley Corporation nor any utility company, their successors or assigns, using the above-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 VIII, 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 appurtenance thereto constructed by Glenbrook Valley Corporation, or public utility 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 VIII, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to the City of Houston or other municipal corporation or to any other party, private or public, is hereby expressly reserved in Glenbrook Valley Corporation, its successors and assigns.

## RESTRICTIONS

NOW, THEREFORE, Glenbrook Valley Corporation, being the sole owner of the property known as Glenbrook Valley Addition, Section VIII, does hereby impose the following restrictions on said property, which shall constitute covenants running with the land:

1. These restrictions shall be effective and shall be binding upon all owners of lots in Glenbrook Valley Addition, Section VIII, and upon all persons claiming under them, for a period of fifty (50) years from the date of recording of this instrument, after which period the said covenants and restrictions shall be automatically extended for successive periods often (10) years each, unless by vote of the majority of the then record owners of the lots in Glenbrook Valley Addition, Section VIII, 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.

2. All lots in Glenbrook Valley Addition, Section VIII, 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.

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 term "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 trash, ashes or other refuse may be thrown or dumped on any vacant lot in the Addition.

8. 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.

9. 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, Glenbrook Valley Corporation 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.

10. 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 Glenbrook Valley Corporation; 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 Glenbrook Valley Corporation; such encroachment is wholly at the risk of the owner.

11. No signs, billboards, posters, or advertising devices of any character shall be erected on this property without the written consent of Glenbrook Valley Corporation, and such consent shall be revocable at any time.

12. No cattle, hogs or other animals, rabbits, or poultry may be kept in any part of this property unless written permission be obtained from Glenbrook Valley Corporation, and such consent shall be revocable at any time.

13. 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 Glenbrook Valley Corporation.

14. 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 presented to Glenbrook Valley Corporation and approved by Glenbrook Valley Corporation. **In** the event Glenbrook Valley Corporation fails to approve or disapprove such design, plan, specifications 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. After date of March 28, 1961 such approval as 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 Glenbrook Valley Corporation as to approval of plans and specifications.

15. Glenbrook Valley Corporation 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.

16. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 2000 square feet of living area in the case of a one-story dwelling, nor less than 1600 square feet of ground area in the case of a dwelling of more than one story on all the following lots, and the houses or residences constructed on such lots shall have a minimum cost of \$25,000.00: Lots 16, 17 and 18, Block 21; Lots 8,9,10 and 11, Block 23; and Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 46.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1800 square feet of living area in the case of a one-story dwelling, nor less than 1440 square feet of ground area in the case of a dwelling of more than one story on the following lots, and the houses or residences constructed on such lots shall have a minimum cost of \$22,500.00: Lots 1,2,3,4, 5 and 6, Block 45; and Lots 9 and 10, Block 46.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1600 square feet of living area in the case of a one-story dwelling, nor less than 1280 square feet of ground area in the case of a dwelling of more than one story on the following lots, and the houses or residences construction on such lots shall have a minimum cost of \$20,000.00: Lots 7 and 8, Block 45; and Lot 11, Block 46.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1500 square feet of living area in the case of a one-story dwelling, nor less than 1200 square feet of ground area in the case of a dwelling of more than one story on the following

lots: Lots 9, 10 and 11, Block 45; Lots 12 and 13, Block 46; Lots 16 and 17, Block 29; Lot 13, Block 28; Lots 14 and 15, Block 29; Lot 12, Block 28.

The house or residence constructed on Lots 9, 10 and 11, Block 45, and on Lots 12 and 13, Block 46, shall have a minimum cost of \$18,000.00; the houses or residences constructed on Lots 16 and 17, Block 29, and Lot 13, Block 28, shall have a minimum cost of \$17,500.00; and the houses or residences constructed on Lots 14 and 15, Block 29 and on Lot 12, Block 28, shall have a minimum cost of \$17,000.00.

17. 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; no garage nearer than five (5) feet to the rear property line; and no residence nearer than ten (10) feet to either side property line on Lots 8 through 11, inclusive, Block 23; Lot 15, Block 29; Lot 12, Block 28; Lots 1 through 9, inclusive, Block 46; and Lot 13, Block 46; no residence nearer than 7.5 feet to either side property line on Lots 16, 17 and 18, Block 21; Lots 1 through 11, inclusive, Block 45; Lot 14, Block 29; Lot 13, Block 28; and Lots 10, 11 and 12, Block 46; and no residence nearer than five (5) feet to either side property line on Lots 16 and 17, Block 29.

18. 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.

19. There are hereby dedicated and reserved, permanent and unobstructed easements as shown on the recorded plat of Glenbrook Valley Addition, Section VIII, 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 VIII, 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.

20. 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 VIII, 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.

21. 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.

22. 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.

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

24. The keeping of dogs and cats for pets will be allowed, but not for sale, breeding, or board.

25. The main dwelling erected on any lot in Glenbrook Valley Addition, Section VIII, shall be composed of at least 80% brick, stone or masonry construction, said 80% being based upon the total outside wall square footage less the square footage contained in windows and doors therein.

26. 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 VIII, its successors, executors, administrators 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 VIII. Accordingly, all of the covenants, agreements, reservations, easements and restrictions herein contained shall be construed to be covenants running with the land as shown by said Plat, enforceable at law or in equity by anyone or more of the above described parties. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

27. 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, easements and restrictions, and same shall remain in full force and effect, unaltered except as by any method herein contained.

28. Any violation of any of the covenants, agreements, reservations, easements and restrictions contained herein shall not have the effect of impairing or affecting the rights of any mortgagee, trustee or guarantor under any mortgage or deed of trust, or the assignee of any mortgagee, trustee, or guarantor, under any such mortgage or deed of trust outstanding against the

said property at the time that the easements, agreements, restrictions, reservations or covenants may be violated.

29. Lots 16, 17 and 18, Block 21, and Lots 1 through 9, inclusive, Block 46, each contain and have running through them natural drainage ravines and gullies which are here and now designated as natural ravines and gullies and the same shall never in any manner be utilized by the owner, or owners, of any of the lots described in this paragraph so as to in any way impair, deviate or obstruct the natural drainage therein, and said 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 purpose of this paragraph shall expressly prohibit the building or erection in said drainage course of any dam, pool;/ or any other item of construction or obstruction which would hamper the purposes hereof.

30. C. Milby Dow of Houston, Texas, the present owner and holder of the Vendor' s Lien and Deed of Trust Lien covering the property comprising Glenbrook Valley Addition, Section VIII, does by the execution of this -instrument join in the placing of the above reservations, restrictions, easements and covenants on Glenbrook Valley Addition, Section VIII, 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 VIII, 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 of parcel of land in said Glenbrook Valley Addition, Section VIII. 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 VIII, not only to these restrictions, reservations, covenants, easements and agreements, but also to said plat and dedication of Glenbrook Valley Addition, Section VIII, as same is tiled for record in the Office of the County Clerk of Harris County, on the ~day of October, 1955, under Clerk's Pile No. 1498699

**EXECUTED this: 29<sup>th</sup> day of March. 1956.**

ATTEST:

GLENBROOK VALLEY CORPORATION

\_\_\_\_\_  
I. G. Coman, II., Secretary

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

\_\_\_\_\_  
C. Milby Dow

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE :ME, the undersigned authority in and for said County and State, on this day personally appeared Fred McManis, 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 he executed the same was the act of the said Glenbrook Valley Corporation, a Texas Corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29<sup>th</sup> day of March. 1956.

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NOT AR Y PUBLIC in and for Harris County, Texas

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared 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 29 day of March, 1956

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NOT AR Y PUBLIC in and for Harris County, Texas