

"NOTE: This document is a reproduction of the original restrictive covenants governing Glenbrook Valley, which originals were recorded in the office of the Harris County Clerk prior to the development of the Glenbrook Valley subdivision(s). The original documents (restrictive covenants) remain legally binding and enforceable as to all properties within Glenbrook Valley. This reproduction was created, and is provided to our members, for the purposes of convenience, clarification, to enhance legibility, and as a service to our community."

RESTRICTIONS

GLENBROOK VALLEY. SECTION V **1494704**

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS:

THAT GLENBROOK V ALLEY CORPORATION, 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 229.196 acres of land, a part of and out of the John R. Harris Survey, Abstract 27, Harris County, Texas, located on the south side of Sims Bayou, which tract of land is more particularly described in a certain Deed dated December 17, 1954, from C. Milby Dow, Grantor, onto Lakeside Oaks Corporation, and which Deed it recorded in the Office of the County Clerk of Harris County, Texas, in 2870, Page 128, Deed Records thereof; a portion of which tract of land has heretofore been platted and subdivided into that certain subdivision known as GLENBROOK V ALLEY SECTION V, according to plat thereof filed for record on March 25, 1955, in the Office of the County Clerk of Harris County, Texas, under Clerk's File No. 1401908, and desiring to create and carry out a uniform plan for the improvements, development and sale of all of the lots in said Glenbrook Valley , Section V, for the benefit of the present and future owners of said lots does hereby adopt and establish the following reservations, restrictions, covenants, and 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 V, and each contract or deed which may be hereafter executed with regard to any of the lots in said Glenbrook Valley , Section V, shall be conclusively held to have been executed, delivered and accepted on the following reservations, restrictions, covenants, easements and dedications regardless of whether or not said reservations, restrictions and covenants, easements and dedications are set out in full or by reference in said contract or deed :

RESERVATIONS

THA T in the authentication and the filing of said subdivision plat for record and in the dedication of the streets, alleys, parks, drives, lanes, walks, roads and easements to the use of the present and future owners of said lots and to the public, there was reserved and is hereby expressly reserved in 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 :

Deed RECORDS
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1. The legal and fee simple title in and to each and all of the several streets and drives as shown on said map or plat is hereby reserved in Glenbrook Valley Corporation., subject to the limited dedications herein expressed.

2. Glenbrook Valley Corporation reserves the exclusive right to construct and operate in, over, upon, along and under said streets and drives a transportation system or systems; and to erect and maintain therein and thereon wires and poles for the purpose of constructing and maintaining a system of electric lights, power, telegraph and telephone line or lines and connections; and to construct, lay and maintain in, along and under any and all of said streets and drives and along easements provided therefore, all pipes and conduits necessary and proper for the construction and maintenance of a system of drainage and a system of sewerage and for the supply of water, (retaining also the right to grant or to deny to areas beyond Section V connection privileges on said drainage, sewerage or water systems) gas, light and power, telegraph and telephone service to said Addition and the inhabitants thereof; and for all other purposes incident of the development and use of said property as a community unit.

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

4. Glenbrook Valley Corporation reserves the right to make minor changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements and expressly reserves the right of relocation of oil and/ or gas pipe line easements, in such manner as it in its sole discretion shall deem most efficient, economical and advantageous from the standpoint of continuity of development and general plat of subdivision of the above referred to properties.

5. Neither Glenbrook Valley Corporation nor any utility company using the easements herein referred to, shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

6. It shall be expressly agreed and understood that the title conveyed by Glenbrook Valley Corporation to any lot or parcel of land in said Addition by contract, deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm-sewer, oil and/or gas line, electric light, electric power, telegraph or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by Glenbrook Valley Corporation, or its agents or assigns through, along or upon said premises or any part thereof to serve said property or any other portions of the Addition, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other part is hereby expressly reserved in Glenbrook Valley Corporation.

RESTRICTIONS

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

GENERAL RESTRICTIONS

1. These restrictions shall be effective until January 1, 1984, and shall automatically be extended thereafter for successive periods of ten years; provided, however, that the owners of a majority of the square foot area of the lots in Glenbrook Valley, Section V, may release all of the lots hereby restricted from anyone or more of said restrictions imposed hereby or created by deed from Glenbrook Valley Corporation, on either January 1, 1984, or at the end of any successive ten year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to January 1, 1979, or at any time prior to five years preceding the expiration of any successive ten year period thereafter .

2. This property shall be used for residence purposes only.

3. Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by recorded plat, provided such tract constitutes a homesite as defined in the succeeding paragraph.

4. Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street.

5. Neither Glenbrook Valley Corporation nor any utility company using the easements herein referred to, shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or flowers or other property of the owner situated on the land covered by said easements.

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acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to January 1, 1979, or at any time prior to five years preceding the expiration of any successive ten year period thereafter .

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3. Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by recorded plat, provided such tract constitutes a homesite as defined in the succeeding paragraph.

4. Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street.

5. The terms "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; and any such usage of this property is hereby expressly prohibited.

6. The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, port cocheres, steps, projections and every other permanent part of the improvements, except roofs.

7. No garage or outbuilding on this property shall be used as a residence or living quarters, except by servants engaged on the premises.

8. No garage or servants house shall be erected on any lot in Glenbrook Valley, Section V with roof or outside walls of material or color different from those used in house or residence erected on such lot, except with the written consent Glenbrook Valley Corporation.

~~9. No part of the property shall be conveyed to, owned by, leased to, used or occupied by any person than of the white or Caucasian Race, except that the owner's servants, other than of the white or Caucasian race, may occupy servant's quarters.~~

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

11. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.

12. Grass, weeds and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Until a home or residence is built on a lot, 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.

13. No fence, wall, or hedge shall be placed on any lot in the Addition nearer to any street than is permitted for the house on said lot, except with the written consent of 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 Glenbrook Valley Corporation; such encroachment is wholly at the risk of the owner .

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

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

16. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on this property without the written consent of Glenbrook Valley Corporation.

17. 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.

18. Violations of any restrictions, condition, or covenant herein shall give Glenbrook Valley Corporation the right to enter upon property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass

19. Glenbrook Valley Corporation shall have the right to modify the restrictions with reference to location of setback or sideline restrictions of any of the improvements, and the direction which they shall face, to such extent as it deems for the best interest of the Addition as a whole, but such modification must be in writing.

20. If garage, servants, house or other outbuilding is made an integral part of the residence, or is connected thereto in a manner approved by Glenbrook Valley Corporation upon submission of plans and specifications, as provided in Glenbrook Valley Corporation's deed, the setback distances from front and side lines of lot will then automatically become identical with those stipulated for the residence itself. No garage, servants quarters or other outbuildings, 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 Glenbrook Valley Corporation be obtained; provided, however, that such garage, servants 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.

21. Houses or residences constructed shall have a minimum cost of \$25,000.00, and shall contain not less than 2200 square feet of living area, exclusive of porches, breeze-ways or patios. The minimum cost of improvements refers to the cost of construction at the time of the passage of this resolution, and will vary up or down with changes, if any, of the unit cost of construction in the future. The exterior design and/or usage of building materials shall be subject to approval of Glenbrook Valley Corporation.

22. All houses, residence or structures of any other nature shall be of brick, brick veneer, masonry or stone construction and any deviation from such construction shall require the consent of Glenbrook Valley Corporation

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

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

25. All lots shall be deemed to face or front dedicated streets and courts and no lot in Section V shall ever be considered to face or front Broadway Blvd.

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 owner of any lot or lots in said addition, his heirs, executors, administrators and assigns and the same are likewise for the benefit of C. Milby Dow of Houston, Texas, his heirs, executors, administrators and assigns and all subsequent owners of all of the land or any part thereof situate and shown by the recorded plat of Glenbrook Valley , Section V. Accordingly, all of the covenants, agreements, reservations, easements and restrictions herein contained shall be construed and deemed to be covenants running with the land and any violation thereof shall be enforceable at law or in equity by anyone or more of said beneficiaries.

The invalidity, abandonment or waiver of anyone of these covenants, agreements, reservations, easements and restrictions shall in no wise affect or impair any of the other covenants, agreements, reservations, easements and restrictions, the same of which shall remain in full force and effect, unaltered except as by any method herein contained.

Any violation of any of the covenants, agreements, reservations, easements and restrictions contained herein shall not have the effect of impairing or affecting the rights of any 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.

GLENBROOK V ALLEY CORPORATION

ATTEST:

J. G. Coman, III, Secretary

By _____
R. L. Bradley, Jr., President

THE STATE OF TEXAS:
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared R. 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 the said Glenbrook Valley Corporation, and that he executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS the 28 day of September, 1955.

Notary Public, Harris County, Texas