

THE STATE OF TEXAS I
COUNTY OF HARRIS I

Return to G. R. Jackson
P.O. Box 3104
Houston, Texas 77001

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GLENLOCH ADDITION, SECTION ONE (1) DEED RECORDS
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RESTRICTIONS

WHEREAS, G. R. JACKSON, TRUSTEE is the owner of

the following described property, situated in Harris County, Texas, to-wit:

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All of the lots in GLENLOCH ADDITION, SECTION ONE (1), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 162, Page 121 of the Map Records of Harris County, Texas.

WHEREAS, it is the desire of said owner to establish a uniform plan for the development, improvement and sale of said property, and to insure the preservation of such uniform plan for the benefit of both the present and the future owners of lots in said Glenloch Addition, Section One (1).

NOW, THEREFORE, the above mentioned owner of all the above described property does hereby adopt, establish and impose the following reservations, restrictions, covenants and conditions upon said property, which shall constitute covenants running with the title of the land and shall inure to the benefit of said owner, his successors and assigns, and to each and every purchaser of lands in said Glenloch Addition, Section One (1), and their heirs and assigns, and any one of said beneficiaries shall have the right to enforce the restrictions using whatever legal or equitable remedy is deemed advisable.

Restrictions, Covenants and Conditions

- Land Use and Building Type. All lots shall be known, described and used as lots for residential purposes only (hereinafter sometimes referred to as "residential lots"), and no structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a detached garage for not less than two nor more than four cars. As used herein the term "residential purposes"

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shall be construed to prohibit the use of said property for duplex houses, garage apartments or apartment houses; and no lot shall be used for business or professional purposes of any kind, nor for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any lot within said Glenloch Addition, Section One (1), it being the intention that only new construction shall be placed and erected thereon.

2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the locations of the structure have been approved by the Architectural Control Committee, hereinafter established, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to the street than the minimum building set back lines as shown on the recorded plat.

3. Dwelling Size. The ground floor area of the main residential structure, exclusive of open porches and garages, shall be not less than 1,400 square feet for a one-story dwelling, nor less than 950 square feet for a one and one-half story dwelling with at least 500 square feet in the upper floor area.

4. Type of Construction, Materials and Landscape.

(a) No residence shall have less than 51% or equivalent masonry construction on its exterior wall area, except that detached garages may have wood siding of a type and design approved by the Architectural Control Committee.

(b) No roof or any building shall be constructed or covered with asphalt shingles or composition roofing materials, except by special approval of the Architectural Control Committee.

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(c) A concrete sidewalk 4 feet wide will be constructed adjacent to and abutting the curb at the street along the entire front of all lots; in addition thereto, 4 foot wide sidewalks will be constructed adjacent to the curb along the entire side of all corner lots, and the plans for each residential building on each of said lots shall include plans and specifications for such sidewalk and same shall be constructed and completed before the main residence is occupied.

(d) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part of Glenloch Addition, Section One (1).

(e) Each kitchen in each dwelling or living quarters situated on any lot above described shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.

(f) No landscaping shall be done in the front of any dwelling in Glenloch Addition, Section One (1), until the landscape layout and plans shall have first been approved by the Architectural Control Committee. Each dwelling shall have a tree of the size and type specified by the Architectural Control Committee, when and if specified by the Architectural Control Committee, such tree to be planted in the parkway area on the front of the lot at the time the dwelling is being completed and before occupancy.

5. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side

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street line than the minimum building set back lines shown on the recorded plat. No building shall be located nearer than five (5) feet to any interior lot line, except that a garage or other permitted accessory building located sixty-five (65) feet or more from the front lot line may be located within three (3) feet of an interior lot line; provided, however, the foregoing minimum side yard provision to the contrary notwithstanding, in no event shall the sum of the side yard dimensions on any lot (except in the case of a garage or other permitted accessory building set back 65 feet as above provided) be less than fifteen per cent (15%) of the width of the lot, measured (to the nearest foot) along the front set back line shown on the recorded plat. No main residence building nor any part thereof shall be located on any interior lot nearer than fifteen (15) 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 the building; provided, however, that this shall not be construed to permit any portion of a building on any lot to encroach upon another lot. For the purposes of these restrictions, the front of each lot shall coincide with and be the property line having the smallest or shortest dimension abutting a street. Each main residence building will face the front of the lot, and each garage will face the front of the lot on which it is situated and will be provided with driveway access from the front of the lot only, except that the garages on ~~xxx~~ corner Lots may face the side street if the Lots facing on the side streets have garages facing said side street and if this exception is specifically approved by the Architectural Control Committee.

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6. Minimum Lot Area. No lot shall be resubdivided, nor shall any building be erected or placed on any lot having area of less than 6,050 square feet; provided, however, that nothing herein contained shall be construed to prohibit the resubdivision of any lot or lots within said subdivision if such

resubdivision increases the minimum lot area aforesaid of all building plots affected thereby, it being the intention of this restriction that no building plot within said subdivision shall contain less than the aforesaid minimum area.

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7. Easements. Easements for the installation and maintenance of utilities, drainage facilities, road, streets and pipe line easements heretofore granted are reserved as shown on the recorded plat. No utility company, water district or other authorized entity or political subdivision using the easements herein referred to shall be liable for any damage done by them or their assigns, 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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8. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance to the neighborhood.

9. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other out-building shall be maintained or used on any lot at any time as a residence, or for any other purpose, either temporarily or permanently. No truck, trailer, automobile or other vehicle will be stored, parked or kept on any lot or in the street in front of the lot unless such vehicle is in day to day use off the premises and such parking is only temporary, from day to day; provided, however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in the garage permitted on any lot covered hereby.

10. Signs and Bill Boards. No signs, billboards, posters or advertising devices of any character shall be erected on any lot or plot except one sign of not more than ten 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.

11. Oil and Mining Operations. No oil drilling or 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 for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. Storage and Disposal of Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. All incinerators or other equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. Provided further, that no lot shall be used for the open storage of any materials whatsoever which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.

Maintenance Charge

1. Each lot in Glenloch Addition, Section One (1), is hereby subjected to an annual maintenance charge and assessment not to exceed \$5.00 per month or \$60.00 per annum, for the purpose of creating a fund to be designated and known as the "maintenance fund", which maintenance charge and assessment will be paid by the owner or owners of each lot within Glenloch Addition, Section One (1), to Glenloch Community Improvement Association, in advance in quarterly installments, commencing July 1, 1969. The rate at which each lot will be assessed will be determined annually, and may be adjusted from

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year to year by Glenloch Community Improvement Association as the needs of the subdivision may in the judgment of that Association require, provided that such assessment will be uniform and in no event will such assessment or charge exceed \$5.00 per lot per month, or \$60.00 per lot per year. The present owner of the property hereinabove described and his successors and assigns agree to pay their and each of their proper proportion of said assessment for all lots in Glenloch Addition, Section One (1), which are fully developed and saleable building sites. Glenloch Community Improvement Association shall use the proceeds of said maintenance fund for the use and benefit of all residents of Glenloch Addition, Section One (1), as well as all subsequent sections of Glenloch Addition, provided, however that each future section of Glenloch Addition to be entitled to the benefit of this maintenance fund, must be impressed with and subjected to the annual maintenance charge and assessment on a uniform, per lot basis, equivalent to the maintenance charge and assessment imposed hereby, and further made subject to the jurisdiction of Glenloch Community Improvement Association; such uses and benefits to be provided by said Association shall include, by way of clarification and not limitation, any and all of the following: constructing and maintaining parks, parkways, rights-of-way, easements, esplanades and other public areas, collecting and disposing of garbage, ashes, rubbish and the like; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting said property to which the maintenance fund applies, payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment, employing policemen and watchmen, caring for vacant lots and doing any other thing or things necessary or desirable in the opinion of Glenloch Community Improvement Association to keep the property in the subdivision neat and in good order, or which is considered of general benefit to the owners or

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occupants of the property, it being understood that the judgment of Glenloch Community Improvement Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

2. To secure the payment of the maintenance charge and assessment established hereby and to be levied on individual residential lots above described, there shall be reserved in each Deed by which the Owner (the present and any subsequent owner) shall convey such properties, or any part thereof, the Vendor's Lien for benefit of the said Glenloch Community Improvement Association, said lien to be enforceable through appropriate proceedings at law or in equity by such beneficiary; provided, however, that each such lien shall be specifically made secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance and request of the owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot, and further provided that as a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, said beneficiary shall give the holder of such first mortgage lien sixty (60) days written notice of such proposed action, such notice, which shall be sent to the nearest office of such first mortgage holder by prepaid U. S. Registered Mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such first mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such first mortgage lien to the holder thereof.

3. The above maintenance charge and assessment will remain effective for the full term (and extended term, if applicable) of the within covenants.

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Architectural Control Committee

1. Composition of Committee. The Architectural Control Committee shall be composed of three members, the initial members hereby appointed being G. R. Jackson, George Levit and W. J. Perritte, each of whose address for purposes hereof is Post Office Box 3104, Houston, Texas 77001. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any initial or successor member of the Committee, the remaining member or members shall have full authority to designate a successor or successors. In the event of the death or resignation or continued absence or failure to function of all members of the Committee, the Directors of Glenloch Community Improvement Association shall have full authority to appoint a new Committee. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed hereunder.

2. Control over Maintenance of Dwellings. If in the opinion of the Committee the exterior of any dwelling is in need of repair or maintenance, the Committee shall notify the owner thereof in writing of the need of such repairs or maintenance and if such repairs or maintenance are not accomplished within thirty (30) days of said notice, then the Committee may proceed to have such repairs or maintenance work done for the account of and payment by the owner, and the owner shall pay upon demand the Committee's cost, together with interest at the rate of ten per cent per annum until such payment is made and reasonable attorneys fees if referred to an attorney for collection.

General Provisions

1. Term. These covenants are to run with the land and shall be binding upon all parties hereto and all the persons claiming under them for a period of forty (40) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods

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of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property, situated in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

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2. Severability. Invalidation of any one of these covenants by judgment or other court order shall in no-wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY OF WHICH, the undersigned has executed these presents in his own behalf and for his successors and assigns, for the purposes aforesaid, this 4th day of March, ~~2008~~. 1969.

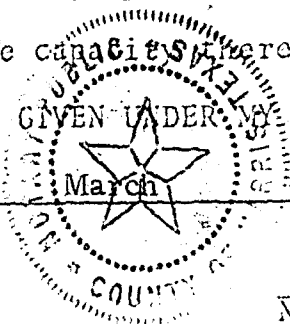
G. R. Jackson, Trustee
G. R. JACKSON, TRUSTEE

THE STATE OF TEXAS
COUNTY OF HARRIS

I
I

This instrument has been recorded more than one time.
R. E. Turrentine, Jr.,
County Clerk, Harris County
R. E. Turrentine, Jr.

BEFORE ME, the undersigned authority, on this day personally came and appeared G. R. JACKSON, TRUSTEE, 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, and in the capacity therein stated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of March, ~~2008~~. 1969.

Doris L. Morovich
Notary Public in and for Harris County, Texas
Doris L. Morovich

Downtown Bank of Houston,
of Houston, Texas, as holder of a first and prior lien on the
following described lots in Glenloch Addition, Section One
(1), a subdivision in Harris County, Texas, according to the
map or plat thereof recorded in Volume 6623, Page 177
of the Map Records of Harris County, Texas, to-wit:

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This deed of trust covers the following described 74.655 acres
of land, being out of the lands described in Partition Deed recorded
in Volume 3347, Pages 608 et seq of the Deed Records of Harris
County, Texas, and being out of the E. Ballard Survey, Abstract 158,
in Harris County, Texas, ~~and 74.655 acres of land being more
particularly described as follows:~~

RECORDER'S MEMORANDUM:
Portions of This Instrument Were Inked or
Blocked Out At The Time of Recording.

does hereby approve the above and foregoing Restrictions on
the said Glenloch Addition, Section One (1).

ATTEST:

DOWNTOWN BANK

(Name of Lienholder)

Paul A. [Signature]
Its Assistant Cashier

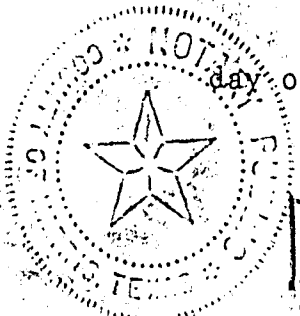
By Henry M. Dudley, Jr.
Its Senior Vice President

THE STATE OF TEXAS I

COUNTY OF HARRIS I

BEFORE ME, the undersigned authority, on this day
personally appeared Henry M. Dudley, Jr. II,
known to me to be the person and officer whose name is sub-
scribed to the foregoing instrument and acknowledged to me
that the same was the act of the said banking
Downtown Bank, 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 12th
day of March, 1969.



Martha Stevens
Notary Public in and for
Harris County, Texas

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Harris County, Texas, as stamped hereon by
me, on
MAR 12 1969
[Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

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Pat [Signature]
COUNTY CLERK
HARRIS COUNTY, TEXAS

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STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me; and was
duly RECORDED, in the Volume and Page of the named
RECORDS of Harris County, Texas, as stamped hereon by
me, on

OCT 21 1969



Peter Montoya
COUNTY CLERK
HARRIS COUNTY, TEXAS

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