

# GLENDOWER COURT PROPERTY OWNERS ASSOCIATION

Post Office Box 13318

Houston, Texas 77219-3318

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January 29, 1993

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

Dr. Cathy Clancy  
2114 Westgate Drive  
Houston, Texas 77019

Dear Glendower Court Property Owner:

This is your official notice that the *Petition to Create Restrictions* was filed with the Harris County Clerk's Office. You are further notified as follows:

1. The subdivision covered by the petition is Glendower Court subdivision as recorded in Volume 572, Page 261 in the Real Property Records of Harris County, Texas.
2. A copy of the *Petition to Create Restrictions* is enclosed.
3. The petition was approved by a majority of the property owners in the subdivision which approval was evidenced by each such property owner's signature duly acknowledged before a notary public.
4. The petition and all signed and acknowledged signatures of property owners responding to the petition were filed with the County Clerk on January 5, 1993.

Very truly yours,



Larry J. Gunn

LJG:jmh  
Enclosure  
GLENDOWE.PRI

117-50-2636

RECEIVED  
DEC 16 1992

P030419

STATE OF TEXAS §

COUNTY OF HARRIS §

115-58-0056

12/11/92 00729286 N996374 \$ 195.75

**PETITION TO CREATE RESTRICTIONS**

01/05/93 00748221 P030419 \$ 51.50

Pursuant to Chapter 201 of the Texas Property Code, this petition is being circulated among the owners of property in Glendower Court in order to create the restrictions applicable to Glendower Court subdivision.

51<sup>50</sup>  
X

The subdivision plat for Glendower Court subdivision is recorded in Volume 572, page 261 in the Real Property Records of Harris County, Texas.

95.75  
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The covenants and restrictions of this declaration shall run with and bind the land for a term of ten (10) years from the date this declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years, unless fifty percent (50%) of the then-owners elect to annul the restrictions.

**DECLARATION OF PROTECTIVE & RESTRICTIVE COVENANTS  
FOR GLENDOWER COURT**

This agreement is between property owners of lots in the Glendower Court subdivision.

The parties to this agreement intend to restrict the use of the lots owned by them, so that all of the restricted lots will benefit from these protective covenants as a result of the preservation of the value and the character of the said lots.

**Article One**

**Definitions**

1.1 "owner(s)" shall mean one or more persons or entities owning recorded title to any real property located in the subdivision of Glendower Court, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.2 "lien holder" shall mean any individual, corporation, financial institution, or other entity that holds a vendor's or deed of trust lien secured by land with the subdivision.

1.3 "property(ies)" shall mean all real property located within the subdivision of Glendower Court, an addition of Houston, as depicted by Document C and the Corrected Plat of said subdivision in the Deed Records of Harris County, Texas, Volume 572, Page 261.

1.4 "lot" shall mean any portion, division, or parcel of the plots of land, excluding public "common area," shown upon the recorded plat and subdivision map, described in this article and the attached Document C.

1.5 "common area" shall mean any public space, particularly green space, over which "Glendower Court Property Owners Association" may exercise responsibility.

1.6 "Glendower Court Property Owners Association" shall mean the organization of property owners and residents or its designated successor under Charter #692797 with the Secretary of the State of Texas whose purpose is to address property, social and other concerns affecting the subdivision of Glendower Court. An important duty of the Glendower Court Property Owners Association shall be to institute by declaration and petition drive deed restrictions and to maintain the residential character of the subdivision.

1.7 "residence" shall mean a single, enclosed dwelling unit containing facilities for living, sleeping, cooking and eating.

1.8 "school(s)" shall mean any building that contains facilities operated by a public, religious or other agency with a curriculum for education.

1.9 "maintenance" shall mean the necessary upkeep for preserving the condition of a property.

Other definitions shall follow those of the Texas Property Code.

**Article Two**

**Restrictions**

2.1 Except as noted in Section 2.3 below, all properties shall be used for single family residential purposes only. The only permissible exception is a home office, or home/telephone business, incidental to the primary residential use of the property, to which the public is not invited, and for which there is no physical evidence in the way of signage, pedestrian and vehicular traffic which can be discerned from the street or a

neighboring property. The permissible business or professional activity specifically excludes (by example but not as a limitation) food service, hotelry including "bed and breakfasts", boarding and group houses, commercial day care centers, garage and yard sales, any sexually oriented business, antique, curiosity or other retail shops, galleries, hair or beauty salon, mortuary, industrial, manufacturing, motor vehicle and equipment repair, storage activities or any other business activity that would detract from the residential character of Glendower Court. Institutional and governmental uses of property, other than for consular residence, are prohibited, including schools, hospitals, clinics and nursing homes.

2.2 Apartments, condominiums, commercial and professional buildings of any kind are specifically prohibited.

2.3 Lots 1, 31, 32, 68, 69, 75, 76, and 77 may be used for any commercial purpose, excluding specifically the following:

- a. Sexually oriented businesses
- b. Automobile service station including auto repair and maintenance
- c. New or used car sales
- d. Restaurant
- e. Bar or other establishment which serves alcohol including beer and wine
- f. News stand
- g. Convenience store

In addition, lots 1, 68, 69, 75, 76, and 77, when used for a commercial purpose, must have their public entrance facing Westheimer and any of these lots which are contiguous or adjacent, one to the other, and which are owned or controlled by the same owner must be operated as one business. Individual owners of lots 1, 31, 32, 68, 69, 75, 76, and 77 may restrict said lots to the residential provisions of this covenant by filing a statement of inclusion with the County Clerk's Records of Harris County, Texas, in accordance with the Texas Property Code.

2.4 For the lots on the eastern side of Kingston between Westheimer and the northern boundary of Lot 9, these lots may be acquired by the Diocese of Galveston-Houston or by any other bona fide religious institution, and if acquired by the Diocese, or a bona fide religious institution, these lots may be used for religious or other appropriate activities. The activities and structures on these lots must be as stated elsewhere in these restrictions or must be part of the legitimate activities of the religious institution or of a character consistent with the surrounding residential community, such as a place of worship, parking, administrative offices, permanent residence for staff, clergy, and their families, educational, fellowships, musical and other similar uses. These uses will not include special uses not generally a part of the religious functions for facilities located in communities of this character, such as temporary housing

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for persons other than staff, clergy, and their families, or on-site food distribution to indigent people other than non-perishable food items.

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The owners of property subject to these restrictions agree not to execute any further restrictive covenants that are not consistent with this provision.

If the lots are used by a religious institution, the lots will be developed using landscaping and structures that are appropriate for the surrounding residential community. The appropriateness will be agreed upon jointly by the Glendower Court Property Owners Association and the Diocese. The Glendower Court Property Owners Association will not unreasonably withhold their approval.

2.5 No alcoholic beverage (of any type), merchandise, produce or products may be sold on any of the properties. Glendower Court Property Owners Association may organize seasonal fundraisers for the benefit of the Glendower Court Property Owners Association in the common areas of the subdivision.

2.6 No lot may be used primarily as a driveway and/or parking facility. To mitigate the impact of large paved surfaces, non-linear driveways such as semicircular drives and parking courts for more than one car shall be landscaped for screening, drainage and air-purifying purposes. Vehicles shall be parked only in the street, a driveway or garage; vehicles may not be parked on a lawn, sidewalk or vacant lot. No bus, large truck, recreational vehicle (RV), boat or trailer shall be left parked in the street in front of any lot, except for temporary purposes of construction, repair or maintenance of a residence in Glendower Court. No recreational vehicle (RV), bus, large trucks, boat or trailer shall be left parked in the driveway or any portion of a lot where it is visible from the street.

2.7 No structure of a temporary character such as a trailer, camper, mobile home, tent, shack, garage or other out-building shall be used on any lot at any time as a temporary or permanent residence, or placed on or within view of the street, with the only exception a job-site structure, which shall be removed immediately upon completion of a construction project.

2.8 No more than one residence shall be constructed or permitted for every 2,400 square feet of contiguous property subject to these restrictions. The height of any structure shall not exceed forty (40) feet from the grade to the top of the roof.

2.9 Permissible exterior building materials shall include brick, brick veneer, stucco, stone and wood. Materials specifically prohibited are corrugated materials and asbestos for any structure, and asphalt for driveways.

2.10 Satellite dishes shall not be visible from the street.

Free-standing mail boxes shall not be sited within eight (8) feet of the sidewalk.

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2.11 If visible from the street, lawns shall be mowed and edged regularly and vegetation pruned so as to present a neat and maintained appearance. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Should a property or vacant lot not be maintained, Glendower Court Property Owner's Association may at its option have the grass, weeds and vegetation cut and edged 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 property/lot shall be obliged to pay the cost of such work.

2.12 Chain link and wooden fences are prohibited from being sited in the front of a property, except for use in providing temporary protection of a construction site.

2.13 If a residence or other structure located on a lot covered by these restrictions is totally or over fifty percent (50%) destroyed or rendered uninhabitable by fire, wind, rain or any other disaster, or is condemned by the City of Houston, then the owner or owners of the lot shall either begin reconstruction of the residence or other structure or clean the lot of debris within six (6) months of the date of the disaster. All such reconstruction shall be in accordance with these restrictions, and shall be completed within one year after commencement of construction; provided, however, that any property owner shall be allowed to rebuild their residence or other structure to its previous condition and appearance even though such reconstruction would otherwise be in contravention of these restrictions.

2.14 No lot shall be used as a storage facility or as a dumping ground for rubbish or trash. Compost, recycling or waste containers shall be concealed from sight of the street and kept in a sanitary condition. All non-operational motor vehicles must be garaged.

2.15 No building material of any kind shall be placed or stored on a property until the owner has received a building permit and is ready to commence improvements; and then only within the property line of the lot for which the improvements are intended, and not in the street.

2.16 No signs, billboards, posters or advertising devices of any character shall be erected on any property without the written consent of the Glendower Property Owners Association and such consent is revocable at any time. The following permissible exceptions may not be larger than eight (8) square feet: temporary political signs, realty sale/lease signs, small security signs, architect's or contractor's temporary signs and plaques erected or affixed to a residence which are awarded by a government agency or a civic association.

Article Three

General Provisions

3.1 These restrictions and covenants shall be deemed running with the land, and those acquiring title, including lien holders, as well as their successors in title, renters, lessees or occupants shall be bound by these restrictions in perpetuity, unless otherwise amended. Violations of any restriction, condition or covenant herein shall give Glendower Court Property Owners Association the right, upon prior written notice, 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. If any person, including a renter, lessee, occupant, or property owner, shall violate or attempt to violate any of these conditions or restrictions, any person owning property subject to these restrictions, the Glendower Court Property Owners Association or its successor, the City of Houston, and/or the County of Harris may take whatever legal action is necessary to enforce these restrictions. If any of these restrictions are held to be invalid or unenforceable, then that holding shall be construed narrowly; none of the other restrictions shall be affected or impaired but shall remain in full force and effect. Failure to enforce any restriction shall not waive the right to subsequently enforce restrictions.

3.2 Any use or condition which does not comply with the restrictions set forth in this agreement, which was in existence prior to the adoption of this agreement, shall not be a violation of and/or affect the terms of this agreement. However, the discontinuation or removal by choice of any non-conforming use of a property shall operate to prevent the re-establishment of such use.

3.3 The provisions of this agreement may be amended at any time by an instrument signed by not less than fifty percent (50%) of the owners of the existing restricted lots. No amendment shall be effective until recorded in the County Clerk's Records of Harris County, Texas.

3.4 The covenants and restrictions of this declaration shall run with and bind the land for a term of ten (10) years from the date this declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years, unless fifty percent (50%) of the then owners elect to annul the restrictions.

3.5 This agreement/instrument shall be executed by petition in Document B. To be effective, the petition must be signed and acknowledged by owners who own, in the aggregate, one of the following:

- a. At least fifty percent (50%) of the total number

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of lots in the subdivision.

b. At least fifty percent (50%) of the total number of separately owned parcels, tracts or building sites in the subdivision, whether or not the parcels, tracts or building sites contain part or all of one or more platted lots or combinations of lots.

c. At least fifty percent (50%) of the square footage within all of the lots in the subdivision, excluding any area dedicated or used exclusively for roadways or public purposes by utilities.

After an owner signs a petition, the fact that the owner subsequently conveys the land in the subdivision does not affect the previous signing of the petition.

3.6 These restrictions shall apply to all property owners and all properties except those who delete their property from these deed restrictions by filing a statement in accordance with the Texas Property Code.

3.7 Property so deleted/excluded from coverage of these deed restrictions may subsequently be included under the provisions of these restrictions at any future date by a statement filed in accordance with the Texas Property Code.

We, the undersigned owners, each own record title to property within Glendower Court.

Owners who do not sign the petition must file suit under the Texas Property Code Section 201.010 before the 181st day after the date on which the certificate of compliance required by Texas Property Code Section 201.008(e) is filed, in order to challenge the procedures followed in extending, creating, adding to, or modifying a restriction.

Owners who do not sign this petition may delete their property from the operation of the created or modified restrictions by filing a statement electing to exclude their property under Texas Property Code Section 201.009(b)(4) before one year after the date on which the owner receives actual notice of the



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filing of this petition.

Each person signing below ascertains he or she owns record title to property within the subdivision. By checking the appropriate space provided, each person signing below also states his or her desire to be included in or excluded from the deed restrictions.

RETURN TO :

ROBERT J. SUSSMAN

5300 MEMORIAL DR. STS 1000+

HOUSTON, TX 77007