

DECLARATION OF RESTRICTIONS

FOR

GLENVIEW ADDITION, SECTION I, HARRIS COUNTY, TEXAS

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

1004129

KNOW ALL MEN BY THESE PRESENTS:

That we, B. P. FORNEY and LEO H. BISHKIN, of Harris County, Texas, being the owners of GLENVIEW ADDITION, SECTION ONE, a subdivision of 12.59 acres of land out of the Wm. Trott Survey in Harris County, Texas, according to the map of said Glenview Addition, Section One, filed for record in the Office of the County Clerk of Harris County, Texas under County Clerk's file number 991719, do hereby declare that the lots and tracts in said subdivision shall from and after the date of this instrument be subject to the covenants, conditions, easements, restrictions, and reservations hereinafter set out, as follows, to-wit:

1. Whenever the word "restrictions" is used alone in this instrument, it may be construed to include conditions, covenants, reservations, easements, and/or agreements.

2. The restrictions of Glenview Addition shall run with the land and shall be binding on all parties and all persons claiming under them until January 1st, A. D. 1982, at which time said restrictions shall be automatically extended for successive periods 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 restrictions in whole or in part.

3. All lots in the above described area shall be known and described as residential lots, except Reserve "A" and Reserve "B", which plots and areas have been set aside for a community center and business purposes, which are hereby restricted to local retail stores, offices, shops, utility facilities, as may hereafter be determined by the owner, as shown by the map of Glenview Addition.

4. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant. Rental of such servants quarters, however, is strictly prohibited.

5. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in this subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of B. P. Forney and Leo H. Bishkin, 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 said committee, the remaining member, or members, shall have full authority to approve or disapprove with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 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 shall be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee,

680  
170

and of its designated representative, shall cease January 1st, 1982. Thereafter the approval described in these covenants 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 said committee.

6. No lot shall be resubdivided into, nor shall any dwelling be erected or placed on, any lot having a width of less than 65 feet at the minimum building setback line and an area of less than 6500 square feet, except that a dwelling may be erected or placed on Lots 53 to 56, inclusive, in Block 4, as shown on the recorded plat.

7. 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 line 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, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to the interior lot line, except that detached garages, the rear of which are within 15 feet of the rear lot line, may be placed not closer than 3 feet to an interior lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to inchoach upon another lot.

8. No noxious or offensive trade or activity shall be carried on upon any residential or business lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. The ground floor area of the main dwelling structure, exclusive of one-story open porches and garages, shall not be less than 800 square feet in the case of a one-story structure, and not less than 750 square feet in the case of a one and one-half story or two-story structure.

11. All driveways shall be uniform in construction. The approach from the street to the property line shall be reinforced, 2500# concrete, 18 feet wide at the curb pavement, and extending back to the front property line of the lot 8 feet wide, and on a grade not to exceed 15 per cent.

12. Easements affecting all lots are reserved as shown on the original recorded plat, for utility installation and maintenance, above referred to, and in addition to such reserved easements there is reserved a ground easement only, 10 feet wide, between Lots 6 and 7 in Block 1, being 5 feet wide off the South line of Lot 7 and 5 feet wide off the North line of Lot 6, which said 10 foot easement is parallel to and centered upon the dividing line between Lots 6 and 7.

13. Main dwellings shall be constructed fronting on the street upon which the lot, as originally dedicated, fronts.

14. SIGNS. 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 large signs used by a builder to advertise the property during the construction and sales period.

15. OIL AND MINING OPERATIONS. No oil or gas development operations or refining, or mining operations of any kind shall be permitted upon or in any lot, nor shall any oil wells, tanks, tunnels,

681  
681

mineral excavations or shafts be permitted upon or in any lot for 49 years after date hereof. No derrick or other structures designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot for 49 years after date hereof, nor shall any oil, gas or mineral lease be made for 49 years after date hereof by any future owner or owners of property in Glenview Addition.

16. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

17. WATER SUPPLY. No individual water supply system shall be permitted on any lot.

18. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot.

19. SIGHT DISTANCE AT INTERSECTIONS. 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 trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

20. A failure to observe, perform or comply with any restriction herein set out shall not abrogate the same or render it or any other restriction inoperative, and no such non-observance, non-performance, or non-compliance, however long continued or however general or prevalent the same may be, shall constitute any defense in any suit or proceeding brought to enforce the compliance with and/or observance and performance of any of said restrictions, conditions and provisions.

21. Any and all of the rights and/or powers of the said B. P. Forney and Leo H. Bishkin herein mentioned may by them be delegated, transferred, assigned or conveyed to any person, persons, firm or corporation or association.

22. The violation of any restriction, covenant, condition, easement, reservation and/or agreement set out in this instrument shall not operate to invalidate or impair any mortgage, deed of trust or other lien acquired and held in good faith against said property, or any part thereof, but such liens may be enforced as against any and all property covered thereby, subject nevertheless to the restrictions, covenants, and conditions herein set forth.

Any mortgage now existing or hereafter created against the lands in said subdivision, or any part thereof, shall be subordinated to the restrictions herein set out.

23. The provisions of this instrument are for the benefit of the present owners of the lands in said subdivision and the owners of said property, or any part thereof, who may hereafter acquire the same, and if the owner of any of said property shall, at any time, violate or attempt to violate or shall fail to observe or perform or comply with any of the restrictions, set out in this instrument, or shall permit the violation or the non-observance or non-compliance therewith, it shall be lawful for any owner of property in said subdivision to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted, or for the purpose of preventing the violation of any of the restrictions, conditions or provisions herein contained, or for the purpose of enforcing the observance and performance thereof.

All of said restrictions shall be construed together and as a part of the general protective plan, but if it shall at any time be held that any one of said restrictions is invalid, or if for any reason it becomes unenforceable, no other restrictions herein contained shall be thereby affected or impaired, and each and every owner of property in said subdivision shall be bound by said other restrictions.

24. It is stipulated that B. P. Forney and Leo H. Bishkin shall not be liable for the failure of any purchaser of any of said property, or any other person, to observe or comply with said restrictions, conditions or provisions, or any of them, nor shall they be liable or responsible for any breach or violation thereof by any other person, nor shall they be compelled to institute any proceedings to enforce the observance of or compliance with same. B. P. Forney and Leo H. Bishkin do not now have, nor shall they, or their assigns be charged with or ever have any financial liability, duty or obligation to do or refrain from doing or to perform or refrain from performing any act or service or thing of any kind which they are in these restrictions given the option or privilege to do or to refrain from doing.

EXECUTED this 27<sup>th</sup> day of May, A.D. 1952.

B. P. Forney  
(B. P. FORNEY)

Leo H. Bishkin  
(LEO H. BISHKIN)

THE STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared B. P. FORNEY and LEO H. BISHKIN, known to me to be the persons whose names are subscribed to the foregoing instrument, and each 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 27<sup>th</sup> day of May, A.D. 1952.



JNO. A. EMBRY, JR.  
Notary Public in and for  
Harris County, Texas

Filed for Record May 27 1952 at 4:10 o'clock P.M.  
Recorded June 11 1952 at 1:24 o'clock P.M.  
W. D. MILLER, Clerk County Court, Harris County, Texas.  
By Monroe Jenkins Deputy.