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PETITION MODIFYING OR IN THE ALTERNATIVE,
EXTENDING RESTRICTIONS PURSUANT TO
TEXAS PROPERTY CODE, SECTION 201.001 ET SEQ.

FOR

8450

GLEN COVE ADDITION,

Lee

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A SUBDIVISION IN HARRIS COUNTY, TEXAS

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COUNTY CLERK
HARRIS COUNTY, TEXAS

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PETITION MODIFYING OR IN THE ALTERNATIVE
EXTENDING RESTRICTIONS PURSUANT TO
TEXAS PROPERTY CODE, SECTION 201.001 ET SEQ.

FOR

COVE ADDITION, A SUBDIVISION IN HARRIS COUNTY, TEXAS

TEXAS

*

OF HARRIS

*

REAS, WILLIAM M. RICE INSTITUTE FOR THE ADVANCEMENT OF
RE, SCIENCE AND ART, a Texas corporation, was the sole owner of that certain
own as Glen Cove Addition, a Harris County Subdivision (the "Subdivision"),
the map or plat thereof filed of record in Volume 1163, Page 98, of the Deed
Harris County, Texas; and

REAS, the Board of Trustees of WILLIAM R. RICE INSTITUTE FOR THE
MENT OF LITERATURE, SCIENCE AND ART, encumbered all of the property
vision with those covenants, conditions and restrictions set forth in that certain
entitled "Certified Copy of Restrictions, William M. Rice Institute for the
t of Literature, Science and Art", duly filed of record in Volume 1186, Page 204,
Records of Harris County, Texas (the "1940 Restrictions"); and

REAS, all of the owners of property in the Subdivision as listed in those certain
entitled "Amendment to the Reservations, Restrictions, and Covenants of Glen Cove
led of record in the Official Public Records of Real Property of Harris County,
Harris County Clerk's File Number F977444 through F977463 inclusive (the
Restrictions") amended the 1940 Restrictions as set forth therein (the 1940
as amended by the Amended Restrictions collectively hereinafter referred to as the
and

REAS, the Restrictions do not contain a provision for additions to or amendment
ctions; and

REAS, pursuant to Paragraph (10) of the 1940 Restrictions provides: "All of the
erein set forth shall continue and be binding upon Seller and upon its successors
until December 31, 1999. . . ."; and

REAS, Tex. Prop. Code, Section 201.001 et seq., provides existing restrictions
able to be amended except by seventy-five percent (75%) or more of the owners
ty interests in a subdivision may be modified utilizing the provisions of Tex. Prop.
n 201.001 et seq., provided the petition is signed by the owners of at least seventy-

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five percent (75%) of: (i) the total number of lots in a subdivision; (ii) the total number of separately owned parcels, tracts or building sites in a subdivision; or (iii) the square footage within all the lots in a subdivision all as more specifically set forth in Tex. Prop. Code, Section 201.006; and

WHEREAS, Tex. Prop. Code, Section 201.001, et seq., further provides that restrictions which do not provide for either automatic or indefinite successive extensions of the terms thereof by a specified percentage of less than fifty percent (50%), plus one of the owners of real property interests in the particular subdivision may be extended utilizing the provisions of Tex. Prop. Code, Section 201.001, et seq., provided the petition is signed by a majority of: (i) the total number of lots in a subdivision; (ii) the total number of separately owned parcels, tracts or building sites in a subdivision; or (iii) the square footage within all the lots in a subdivision; and

WHEREAS, if this Petition is signed by the owners in the Subdivision owning less than seventy-five percent (75%), but more than sixty percent (60%) of: (i) the total number of lots in the Subdivision; (ii) the total number of separately owned parcels, tracts or building sites in the Subdivision; or (iii) the square footage within all the lots in the Subdivision it is the intent of the undersigned that this Petition shall operate solely as an extension and not as a modification of the Restrictions; and

WHEREAS, Tex. Prop. Code, Section 201.007(a)(4) requires a petition that either amends or modifies an existing restriction to contain the text of the proposed instrument creating the amendment or modification, together with a comparison of the original restriction that is affected indicating the appropriate deletion and insertion; and

WHEREAS, in order to comply with Tex. Prop. Code, Section 201.007(a)(4), the undersigned owners hereby incorporate the Restrictions into this Petition by reference as if set out verbatim herein and provided this Petition is signed and acknowledged by owners in the Subdivision who own at least seventy-five percent (75%) or more of: (i) the total number of lots in the Subdivision; (ii) the total number of separately owned parcels, tracts or building sites in the Subdivision; or (iii) the square footage within all the lots in the Subdivision, then such owners do hereby reaffirm the provisions of the Restrictions covering the lots in the Subdivision, which are restricted by the terms of this Petition (excluding the provisions of Paragraph (1) of the 1940 Restrictions ~~that restricted ownership and occupancy in the Subdivision to persons of "the caucasian race"~~, which shall be deleted as if Paragraph (1) was never contained in the Restrictions) and further adopt the covenants, conditions and restrictions contained in this Petition; and

WHEREAS, it is understood that the terms of the Restrictions shall continue in force and effect against all lots and Lots in the Subdivision whether or not they are restricted by the terms of this Petition and that the terms of the Restrictions may only be amended by one hundred percent (100%) of all owners of property in the Subdivision or as otherwise provided by law;

and

WHEREAS, a Petition Committee pursuant to Tex. Prop. Code, Section 201.005 having heretofore been created by the owners of Lots in the Subdivision for the purpose of modifying or in the alternative extending the Restrictions as set forth below; and

WHEREAS, said Petition Committee having heretofore filed written notice of its formation in the Official Public Records of Real Property of Harris County, Texas.

NOW THEREFORE, it is hereby declared:

(1) If this Petition is signed by the owners in the Subdivision owning at least seventy-five percent (75%) of: (i) the total number of lots in the Subdivision; (ii) the total number of separately owned parcels, tracts or building sites in the Subdivision; or (iii) the square footage within all the lots in the Subdivision:

(a) all of the property of the owners that have agreed to be bound by this Petition and such other lots in the Subdivision which may become subject to the provisions of this Petition pursuant to Tex. Prop. Code §201.001 et seq., and Section 5.8 of this Petition (collectively the "Lots") shall be held, sold, and conveyed subject to the Restrictions through the term thereof, and further to the following restrictions, covenants, and conditions contained in this Petition which shall run with the Lots and shall be binding on the Owners of the Lots, or any part thereof, their successors and assigns, except as otherwise provided by Chapter 201 of the Tex. Prop. Code;

(b) Paragraph (1) of the 1940 Restrictions shall be considered deleted from the 1940 Restrictions as if the Paragraph (1) had never been contained therein; and

(c) Paragraph (10) of the 1940 Restrictions shall be considered amended to read as follows, which additional language has been underlined:

All of the restrictions herein set forth shall continue and be binding upon Seller and upon its successors and assigns until December 31, 1999, and shall be automatically extended for successive periods of ten (10) years each. The Owner or Owners of any tract or lot in the above subdivision may enforce the restrictions above set out either by injunction or otherwise.

(2) In the alternative, if this Petition meets none of the conditions of the preceding Paragraph (1), but is signed by the owners in the Subdivision owning less than seventy-five percent (75%), but more than sixty percent (60%) of: (i) the total number of lots in

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the Subdivision; (ii) the total number of separately owned parcels, tracts or building sites in the Subdivision; or (iii) the square footage within all the lots in the subdivision:

(a) this Petition shall operate solely as an extension and not as an addition to or modification of the Restrictions, and the Restrictions shall be extended for a ten (10) year period from their current expiration date of December 31, 1999 to December 31, 2009, and shall thereafter be automatically extended for successive periods of ten (10) years each;

(b) Paragraph (1) of the 1940 Restrictions shall be considered deleted from the 1940 Restrictions as if the Paragraph (1) had never been contained therein; and

(c) only the provisions of this Petition set forth prior to and including this sentence, as well as the provisions of Article I, Sections 5.3, 5.5, 5.6, 5.8, 5.9, 5.10, and "Owners' Assertions" of this Petition shall apply to the extension of the Restrictions.

ARTICLE I DEFINITIONS

The following words, when used in this Petition, shall have the following meanings:

Section 1.1. "Amended Restrictions" shall mean and refer to those certain instruments entitled "Amendment of the Reservations, Restrictions, and Covenants of Glen Cove Addition", filed of record in the Official Public Records of Real Property of Harris County, Texas, under Harris County Clerk's File Number F977444 through F977463 inclusive.

Section 1.2. "Architectural Committee" shall mean and refer to the committee established in Article IV of this Petition.

Section 1.3. "Association" shall mean and refer to any Texas non-profit corporation, its successors and assigns, created by the owners of Lots, pursuant to Article II of this Petition.

Section 1.4. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association elected or appointed pursuant to the terms of the Articles of Incorporation and Bylaws of the Association.

Section 1.5. "Building Line(s)" shall mean and refer to the Front Building Line, the Rear Building Line and the Side Building Line(s).

Section 1.6. "Building Setback Areas" shall mean and refer to Front Setback Areas, Side Setback Areas and Rear Setback Areas.

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Section 1.7. "City" shall mean and refer to the City of Houston, Texas.

Section 1.8. "Dwelling Unit" shall mean and refer to any improvements on a Lot which are designed and intended for occupancy and use as a residence. The term "Dwelling Unit" shall not include a garage or any other accessory structure constructed on the Lot which is detached from the other improvements on the Lot.

Section 1.9. "Effective Date" shall mean and refer to the date this Petition is filed of record in the Official Public Records of Real Property of Harris County, Texas.

Section 1.10. "Front Building Line" shall mean and refer to the boundary line of the Front Setback Area farthest from the Front Street Line.

Section 1.11. "Front Setback Area" shall mean and refer to that area within a distance of twenty-five feet (25') from the Front Street Line on each Lot.

Section 1.12. "Front Street Line" or "Front Property Line" shall mean and refer to the common boundary of a Lot and the right-of-way of Glen Cove (except as to Lots 3, 4 and 5 as reflected on the Plat, if encumbered by this Petition, in which case, the Front Street Line for Lot 3 shall be the common boundary of any such lot with either Glen Cove or Memorial Drive (at the option of the Owner of Lot 3 at the time in question) and the Front Street Line for Lots 4 and 5 shall be the common boundary with Memorial Drive).

Section 1.13. "Glen Cove Addition" shall mean and refer to that certain Harris County subdivision according to the map or plat thereof filed of record in Volume 1163, Page 98 of the Deed Records of Harris County, Texas.

Section 1.14. "High Output Lighting Device" shall mean and refer to any lighting fixture or other device emitting, or designed to emit, one thousand eight hundred (1,800) lumens or more of light, whether diffused or not.

Section 1.15. "Lot" or "Lots" shall mean and refer to any of the numbered lots shown on the Subdivision Plat, which are encumbered by the terms of the Petition. Provided, however, pursuant to and as described in the Amended Restrictions, Lot 12 shall continue to be viewed as two (2) lots for the purposes of this Petition; for the purposes of identification, the legal descriptions of Lot 12, Tract 1 and Lot 12, Tract 2 contained in the Amended Restrictions is incorporated herein by reference. Provided further, any tract of land resulting from the subdivision of a Lot, pursuant to Section 3.4, shall thereafter be considered one Lot for the purpose of this Petition.

Section 1.16. "Member" shall mean and refer to every person or entity who holds a membership in the Association, or in the event an Association has not been established pursuant to Article II, every person or entity who holds right to a membership in the Association.

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Section 1.17. "Non-conforming Structure(s)" shall mean and refer to any building, improvement, or other structure constructed prior to the Effective Date in conformity with the Restrictions.

Section 1.18. "Owner" shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall also include any mortgagee or lienholder who has acquired and holds fee simple title to any Lot through judicial or non-judicial foreclosure.

Section 1.19. "Person" shall mean and refer to a natural person, partnership, corporation, sole proprietorship, representative, governmental entity, unincorporated business association, or any other entity.

Section 1.20. "Petition" shall mean and refer to this "Petition Modifying or in the Alternative Extending Restrictions Pursuant to Texas Property Code, Section 201.001, et seq., for Glen Cove Addition, a Subdivision in Harris County, Texas."

Section 1.21. "Property Line(s)" shall mean and refer to the Front Street Line, the Front Property Line, the Rear Property Line and the Side Property Lines.

Section 1.22. "Rear Building Line" shall mean and refer to the boundary line of the Rear Setback Area farthest from the Rear Property Line.

Section 1.23. "Rear Property Line" shall mean and refer to the boundary of a Lot more nearly opposite the Front Street Line of the Lot.

Section 1.24. "Rear Yard" shall mean and refer to that area extending from the most rear portion of the Dwelling Unit constructed on any Lot to the Rear Property Line.

Section 1.25. "Restrictions" shall mean and refer to that certain instrument entitled "Certified Copy of Restrictions, William M. Rice Institute for the Advancement of Literature, Science and Art", duly filed of record in Volume 1186, Page 204, of the Deed Records of Harris County, Texas, as amended by the Amended Restrictions.

Section 1.26. "Side Building Line" shall mean and refer to the boundary line of the Side Setback Area farthest from the Side Property Line.

Section 1.27. "Side Property Line" shall mean and refer to the boundary of a Lot, except the Front Street Line, the Rear Property Line.

Section 1.28. "Side Setback Area", shall mean and refer to that area within 2 distance

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of ten (10) feet from the Side Property Line.

Section 1.29. "Subdivision" shall mean and refer to Glen Cove Addition, a Harris County subdivision, according to the map or plat thereof filed of record in Volume 1163, Page 98 of the Deed Records of Harris County, Texas.

Section 1.30. "Subdivision Plat" shall mean and refer to the map or plat of Glen Cove Addition, a Harris County subdivision, recorded in Volume 1163, Page 98 of the Deed Records of Harris County, Texas.

ARTICLE II ASSOCIATION

Section 2.1. Organization. An Association may be established by: (i) the filing of record in the Official Public Records of Real Property of Harris County, Texas, an instrument signed and acknowledged by not less than the owners of fifty percent (50%) of the Lots expressing their intent to activate this Article II; and (ii) the corresponding filing of Articles of Incorporation with the Secretary of the State of Texas creating the Association. The principal purposes of the Association shall be the enforcement of the Restrictions and this Petition and providing for the maintenance, preservation and the general overall supervision of all of the affairs and well being of the Subdivision.

Section 2.2. Membership. Every Person who is a record owner of a fee or undivided fee interest in a Lot shall hold a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Any mortgagee or lienholder who acquires and holds title to any Lot which is a part of the Subdivision, through judicial or nonjudicial foreclosure, shall be a Member of the Association.

Section 2.3. Board of Directors. The Association shall act through a Board of Directors that will manage the affairs of the Association according to the Articles of Incorporation and Bylaws of the Association.

Section 2.4. Voting. All Owners shall be entitled to one (1) vote for each Lot as defined in Section 1.15 owned on each matter coming before the Members at any meeting or otherwise.

Section 2.5. Assessments. The Association shall not be empowered to assess any Owner of a Lot for any assessment, charge, or fee, except for the annual premium for the Association's Directors and Officers Liability insurance, and administrative expenses. Assessments shall be the personal obligation of the Owner of the Lot and due and payable thirty (30) days from the date an Owner has been invoiced.

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Section 2.6. Liability Limitations. No Owner or any director, officer, or member of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association and no director or officer of the Association shall be personally liable to any Person on account of their negligence in the performance of their duties on behalf of the Association. Without limiting the foregoing in matters where the Owners of Lots act pursuant to the terms hereof to approve or deny matters that could otherwise have been approved by the Board of Directors of the Association or the Architectural Committee, the Owners shall not be personally liable for their actions in approving or denying another Owner's requests, whether the claim is based on negligence or due to an allegation that the Owner acted in an arbitrary, capricious, discriminatory or intentional manner related to the request; and the Owner making such a request agrees to indemnify and hold harmless the Owners from all claims (including legal costs incurred by Owners in defending against such claims) from whom the request has been made.

ARTICLE III USE AND OTHER RESTRICTIONS

Section 3.1. Single Family Residential Use. Each Lot is hereby restricted to single-family residential dwellings for single-family residential use only, and further restricted to no more than one single family residential Dwelling Unit. As used herein, the term "single family residential use" shall be held and construed to mean and refer to ordinary domestic purposes not involving any business, commercial, industrial, or institutional activity, whether carried on for a profit or not. Providing any good or service, or offering to provide it, to or from a Lot or to anyone who does not reside on a Lot in exchange for money or thing of value, whether demanded or accepted, is a business activity. Provided, however, a home profession, home occupation or hobby (hereinafter collectively referred to as home occupation) is permitted so long as: no person other than the resident of the Dwelling Unit shall be engaged or employed in the home occupation at the site; no sign for home occupation shall be displayed on the Dwelling Unit or Lot; there is no visible storage or display of materials or products for home occupation; there is no exterior evidence of the conduct of a home occupation; the home occupation is conducted only within the Dwelling Unit or an accessory structure; the home occupation does not attract automobile, vehicular (in excess of two (2) visiting vehicles at any one time), or pedestrian traffic and does not reduce by more than two (2) parking spaces or render unusable areas provided for off-street parking for the residents nor prevent the number of cars intended to be parked in the garage from being parked; and, the home occupation does not involve lights, sounds, smells, visual effects, pollution, or any other effect that adversely affects the peace and tranquility of the Subdivision for single-family residential purposes. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their grandparents and domestic servants; or (b) no more than four (4) unrelated persons living together as a single housekeeping unit and their domestic servants.

Section 3.2. Type of Dwelling Unit. No building shall be erected, altered or placed

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on any Lot other than detached single-family dwellings and their usual and customary accessory structures; and, no more than one (1) Dwelling Unit is permitted on any Lot.

Section 3.3. Height of Dwelling Units and Accessory Buildings. Dwelling Units shall not exceed the lesser of: (a) two (2) stories in height (provided, however, that an exception is made for third floor living spaces completely under a sloped roof with dormers or gables, and any number of floors below the natural ground level at the Front Building Line), or (b) forty (40) feet in height. Usual and customary accessory structures, including existing detached garages, shall not exceed more than one (1) level in height.

Section 3.4. Subdivision. No Lot may be further subdivided in any manner. Provided, however, this shall not prohibit the subdivision of any Lot when all applicable procedures under state law and the City's ordinances, rules and regulations are followed and all portions of the subdivided Lot are added to an adjoining Lot or Lots with the result that after such subdivision the adjoining Lot or Lots include all of the area of the subdivided Lot (hereinafter referred to as a "Permitted Subdivision").

Without limiting the foregoing, any Lot which increases in size as a result of a Permitted Subdivision may be subdivided again (hereinafter referred to as an "Additional Permitted Subdivision") without regard to the preceding paragraph's requirement that all portions of a subdivided Lot be added to adjoining Lots, provided: (i) the square footage of the resulting tract of land (the "Resulting Tract") after such Additional Permitted Subdivision exceeds the Lot's square footage prior to the Permitted Subdivision; and (ii) all portions of the property subdivided pursuant to an Additional Permitted Subdivision which do not remain part of the Resulting Tract after such Additional Permitted Subdivision are added to an adjoining Lot or Lots.

Any resulting tract of land due to a subdivision of a Lot pursuant to this Section 3.4 shall be considered one Lot for all purposes within the meaning of this Petition, including but not limited to all voting matters referenced in Section 2.4.

Section 3.5. Setback Areas. To respond to the prevailing forest environment and streetscape of the Subdivision, no building or other structure on any Lot (other than a driveway or fence) is permitted in the Front Setback Area of such a Lot. So as not to infringe on ravine views from adjacent Lots, no building or other structure (other than a fence) is permitted within the Side Setback Area of any Lot. No building accessory to the Dwelling Units is permitted within twenty-five (25) feet from the Front Street Line of any Lot. Accessory buildings must be located inside the Building Lines of any Lot.

Section 3.6. Gates, Walls and Fences. The design for any gate, wall or fence shall be compatible and harmonious with the design of the Dwelling Unit it serves and other fences surrounding facilities which fall into the same view, as determined by the Architectural Committee in conformance with Article IV. Within the Front Setback Area, only wrought iron fencing (or other decorative open metal fencing material, but specifically excluding non-

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decorative materials such as chain-link or cyclone fences) shall be permitted. Provided, however, notwithstanding anything contained within this Section 3.6 to the contrary, on corner Lots only decorative open-metal fencing is permitted abutting and perpendicular to Glen Cove and Memorial Drive to preserve the streetscape and ensure traffic visibility. No fencing shall exceed eight (8) feet in height.

Section 3.7. Minimum Allowable Floor Area. The Dwelling Units within the Subdivision are required to have at least 2,000 square feet of air-conditioned, non-garage space, excluding of porches and patios.

Section 3.8. Maximum Allowable Lot Coverage. Total Lot coverage by the Dwelling Unit, structures, buildings, walks and driveways, and other improvements; excluding pool and pool decks, may not exceed sixty percent (60%) of the area within the Property Lines of the Lot.

Section 3.9. Access. Each Lot must have adequate legal access to a public street and to all necessary utilities. To preserve green space, each Lot must have only one (1) driveway (which may be a circular driveway) for vehicular access to Glen Cove Addition (street) or Memorial Drive. Any driveways located in the Front Setback Area shall not exceed twelve (12) feet in width, except as required for garage and porte cochere access.

Section 3.10. Garages, Carports, Porte Cochere and Accessory Buildings. Detached and attached carports constructed prior to the Effective Date of this Petition are allowed as set forth in Section 5.7. No new detached or attached carports will be permitted, however, a porte cochere (defined as a roofed vehicular porch attached to the Dwelling Unit with or without habitable space above it, which is not directly connected to a garage) shall be permitted. Every Dwelling Unit shall have an attached enclosed operable garage capable of housing at least two (2) full-sized automobiles, and there may be no more than one (1) living space above an attached garage. Garage doors visible from the street shall be kept in the closed position when the garage is not being used by the Owner or occupant. Any accessory structures permitted by this Petition shall not occupy a Building Setback Area or project beyond the actual Front or Side Building Lines of the Dwelling Unit.

Section 3.11. Drainage Facilities. Each Lot must have all drainage facilities required by the City's Code of Ordinances.

Section 3.12. Lighting. All High Output Lighting Devices must be designed, constructed and operated so as to prevent them from directly illuminating any part of another Lot or any part of a building located thereon.

Section 3.13. Face. Dwelling Units shall face (directly or at an angle of less than ninety (90) degrees) the Front Street Line of the respective Lot on which they are located.

Section 3.14. Exterior Maintenance. The exterior of all buildings, improvements, and

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other structures, including fences and walls, located within the Subdivision must be kept in good repair and must be painted to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. All damaged, diseased beyond recovery, or dead trees shall be cut and removed from any Lot at the expense of the Owner. Vacant Lots shall be mowed and maintained in good appearance by the Owner and shall not be used as dumping grounds for rubbish, trash, rubble, or soil. Any exterior mechanical equipment (including, but not limited to, heating, air conditioning, refrigeration equipment, pool equipment, plumbing lines, duct work and pad mounted transformers) at grade shall be screened from public view by a solid wall or fence enclosure. In addition, Owners of Dwelling Units shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment, and wood piles or storage piles.

Section 3.15. Animals and Livestock. The raising, breeding or keeping of animals, livestock or poultry of any kind on any Lot is strictly prohibited; provided, however, consistent with the Dwelling Unit's use as a residence, dogs, cats and other household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purposes and further provided, no more than three (3) such pets shall be kept on a Lot, except for fish of a type customarily kept within normal home aquariums with respect to which there shall be no limitation on amounts. All pets must be properly tagged for identification and penned in an enclosure. No pet may be chained or leashed outside an enclosure unless being walked on a leash. Whenever a pet is removed from its enclosure it must be in the possession of its owner or the owner's agent and must be restrained by a proper leash of chain, rope, plastic, leather, or similar material.

Section 3.16. Mineral Production. No oil drilling, oil development operations or oil refining, quarrying or mining operations of any kind shall be permitted upon any of the Lots, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any of the Lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the Lots.

Section 3.17. Disposal of Trash. No portion of any Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All rubbish, trash, garbage, or other waste shall be kept in sanitary containers and out of sight of any street or other Lot, except on days for pick-up of such garbage. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. No incinerator may be maintained on any Lot.

Section 3.18. Storage of Vehicles. No portion of the streets shall be used for the storage of boats, trailers, recreational vehicles, unused or inoperable automobiles, or any items which the Association (or in the event no Association has been established by the Owners of a majority of the Lots evidenced by a written statement bearing the signatures of such Owners) deems unsightly or inappropriate. Boats, trailers, recreational vehicles, unused or inoperable

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automobiles, and other machinery consistent with the use of the premises as a residence may be kept on Lots, provided they are kept or stored within a garage or such other place as shall be completely out of view from any street or other Lot. Renewable two (2) year exceptions to the foregoing provisions of this Section 3.18 may be obtained by any Owner of a Lot for any specific item restricted hereunder, provided such Owner obtains the written consent of the Board of Directors of the Association, or if no Association has been established, from the Owners of a majority of the Lots in a petition signed by such Owners specifying the exact identity and location of the item in question. Any such exception or renewal thereof may be revoked at any time by the Board of Directors of the Association, or if no Association has been established, then by a petition signed by the Owners of a majority of the Lots. No Owner of any Lot or any visitor or guest of any Owner shall be permitted to perform work on any vehicle in any driveway or street other than for work of a temporary nature. For the purpose of the foregoing term, "temporary" shall mean that the vehicle shall not remain in a driveway or street in excess of forty-eight (48) hours in any one (1) calendar month.

Section 3.19. Storage of Building Materials. No Lot shall be used for storage of any material except that required for landscaping or construction which materials shall not be placed or stored upon any Lot until the Owner is ready to commence construction of improvements on the Lot, and may remain on the site only during the duration of construction. During such time, such materials shall be placed within the property lines of the Lot upon which the improvements are to be constructed, and shall not be placed in the street.

Section 3.20. Signs. No sign of any kind shall be displayed to public view on any Lot, except a sign(s) (limited to one (1) from each category) of not more than five (5) square feet area, which are used to: (a) advertise the property for sale or lease; (b) identify the builder, contractor, or architect while construction is in progress on such Lot; or (c) promote a political candidate, party or issue for a one (1) month period starting no earlier than one (1) month prior to the date of the election or referendum.

Section 3.21. Nuisances. No noxious or offensive trade or activity shall be carried on or upon any portion of the Subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to the residents of the Subdivision or in any way endanger the health of the residents.

Section 3.22. Prohibited Conduct. No portion of the Subdivision shall be used for illegal or immoral conduct, or for any conduct in violation of the laws of the State of Texas, or the United States, or of the police, health, sanitary, building, or fire codes, regulations or instructions relating to or affecting the use, occupancy or possession of any portion of the Subdivision.

Section 3.23. Exterior Antennas. No exterior television antenna, television satellite reception disc, or radio antenna of any sort, shall be placed, allowed, or maintained upon any portion of the improvements and structures located on any Lot other than one (1) conventional

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na, which antenna must be erected in such a manner so that it is not visible from permitted antenna shall exceed fifteen (15) feet in height. The Architectural Association, from time to time, at its sole discretion, revise the Restrictions pertaining to satellite dishes to reflect technological changes and community preferences, such revisions shall not result in more restrictive provisions than those set forth

3.24. Right of Entry. In the event any Owner of any Lot in the Subdivision in the Lot and the improvements situated thereon as required in this Petition to necessary to prevent rat infestation, diminish fire hazards, and accomplish any of the repair, maintenance and restoration, or to remove any item which violates this Association (or, if not extant, the Architectural Committee), after ten (10) days' to the Owner of said Lot setting forth the action intended to be taken by the Association (or, if not extant, the Architectural Committee), shall have the right (but not the obligation) of its agents and contractors to enter upon said Lot and to repair, maintain and improve the exterior of the buildings and any other improvements located thereon, and upon said Lot for the purpose of removing any item being maintained thereon not in compliance with this Article. Neither the Association nor its Board of Directors, Architectural Committee, nor the agents or contractors of such parties shall be liable and shall be relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized in this Section and, in no event shall the Association or its Board of Directors, nor the Architectural Committee, nor the agents or contractors of such parties be liable to any person or persons for any damages of any nature for removing any item which is not in compliance with this Article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the Lot in which it is performed and shall be payable by said Owner to the Association upon demand by the Association.

ARTICLE IV ARCHITECTURAL COMMITTEE

Section 4.1. Membership. The members of the Architectural Committee shall be: (a) three (3) members of the Board of Directors; (b) an Executive Committee of the Board of Directors designated as the Architectural Committee by resolution adopted by a majority of the Board of Directors; or (c) if no Association has been established, three (3) Owners of Lots designated in a petition signed by the Owners of a majority of Lots. Any Owners designated as members of the Architectural Committee pursuant to subparagraph (c) shall serve until they are removed by a petition signed by the Owners of a majority of Lots. Should any member of the Architectural Committee designated pursuant to subparagraph (c) resign, the Architectural Committee shall appoint a replacement until such time a replacement member shall be designated by a petition signed by the Owners of a majority of the Lots. An Executive Committee is appointed by the Board of Directors pursuant to subparagraph (b), such Executive Committee shall be composed of at least three (3) members,

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two (2) of which must at all times be members of the Board of Directors and (1) which must be either a member of the Association or a member of the Glen Cove Addition Architectural Committee or its successors. All members of the Executive Committee shall serve at the discretion of the Board, and all decisions of the Architectural Committee shall be subject to review and modification by the Board as provided in Section 4.2. In the event of death or resignation of any person serving on the Executive Committee, the Board of Directors shall designate a successor or successors who shall have all of the authority and power of his or their predecessors. Until such successor member or members of the Executive Committee shall have been appointed, the remaining member or members shall have full authority to exercise all powers of the Architectural Committee.

The Architectural Committee may employ one (1) or more architects, engineers, attorneys or other consultants, as approved by the Board of Directors, to advise and assist the Architectural Committee in carrying out its duties hereunder, and the Association shall pay such consultant(s) for their services rendered to the Architectural Committee.

Section 4.2. Approval of Building Plans. No building, structure, or other improvement, whether permanent or temporary, shall be commenced, constructed, erected, placed, modified, altered or improved on any Lot until the construction plans and specifications including a plot plan showing the location of the proposed building, structure, modification, alteration, or other improvement has been approved in writing by the Architectural Committee as to compliance with the provisions of this Petition. A copy of the construction plans and specifications and a plot plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Committee or its designated consultant(s) prior to commencement of construction. Approval by the Architectural Committee shall be final and shall not be revoked or rescinded thereafter.

The decision of the Architectural Committee shall be made within thirty (30) days after the receipt by the Architectural Committee of all materials required or requested by the Architectural Committee. Any request for Architectural Committee approval shall be deemed approved by the Architectural Committee unless written disapproval, or a written request for additional information or materials, is transmitted to the Person seeking approval from the Architectural Committee within thirty (30) days after receipt by the Architectural Committee; provided, however, no such deemed approval shall apply to any requests for variances pursuant to Section 4.5 or operate to permit any Owner to construct or maintain any improvements that violate the terms of this Petition.

Section 4.3. No Waiver of Future Approvals. Approval of the Architectural Committee, the Board of Directors or the Members of the Association of any proposals, plans, specifications, drawings for any work done or proposed, or in connection with any other matter (including variances) requiring the approval and consent of the Architectural Committee, the Board of Directors or the Members of the Association shall not be deemed to constitute a waiver

175-57-2080

of any right to withhold approval or consent as to any similar proposals, plans, and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent, including any claims that such subsequent denials constitute arbitrary, capricious or discriminatory conduct on the part of the Architectural Committee, the Board of Directors or the Members of the Association.

Section 4.4. Variances. The Architectural Committee or the Board of Directors, with the approval of the Owners of a majority of the Lots as provided below, may authorize variances from compliance with any of its guidelines and procedures or from these restrictions relating to buildings, structures and improvements when unique circumstances such as topography, natural obstructions, hardship (excluding economic hardship), or aesthetic or environmental considerations require. In the event of disapproval by the Architectural Committee of any request for a variance, the request for a variance may be resubmitted to the Board of Directors (if an Association has been established or if the membership of the Board of Directors is different from the Architectural Committee) for review. Notwithstanding any provisions of this Section 4.5 to the contrary, variances from the provisions of Sections 3.2, 3.4, 3.5, 3.8 and the first sentence of the Section 3.1 are specifically prohibited. For the purposes of obtaining the approval of the Owners of a majority of the Lots required by this Section 4.5, each Owner of a Lot shall be sent notice (by certified mail, return receipt requested) of the requested variance. Unless the Architectural Committee receives written opposition to the requested variance from the Owners of at least fifty percent (50%) of Lots within thirty (30) days of the date the notice was postmarked by the United States Postal Service, the request for a variance shall be deemed approved by the Owners of a majority of the Lots. Thereafter, the Architectural Committee or the Board of Directors shall notify the Person requesting the variance of the decision of the Architectural Committee or the Board of Directors and/or the Owners of Lots.

Section 4.5. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Architectural Committee shall bear no responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board of Directors, nor any member of the Architectural Committee shall be held liable (a) for any injury, damages, or loss arising out of the manner or quality of approved construction or (b) for any action or failure to act in connection with any approval or disapproval of any request for approval or request for variance, including, without limitation, mistakes in judgment, negligence, malfeasance or nonfeasance.

ARTICLE V GENERAL PROVISIONS

Section 5.1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations, and charges now or hereafter imposed by reason of the provisions contained in this Petition. If the Association or an Owner shall prevail in any such proceeding brought to

175-57-2081

enforce any of the terms of this Petition, expenses incurred by the Board of Directors on behalf of the Association or by an Owner in the enforcement of the provisions of this Petition, including interest, costs and attorney's fees, shall be chargeable to and be a personal obligation of the Owner found to be not in compliance with this Petition. Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any remedy or right expressly provided in this Petition is in addition to, and does not by implication exclude, all other rights and remedies available to any Owner or the Association to enforce the provisions of this Petition.

Section 5.2. Duration and Amendment. Unless amended or repealed as herein provided, all of the provisions, covenants, conditions, restrictions, reservations and charges contained in this Petition shall run with the land and shall be binding upon and inure to the benefit of the Association, all Owners, their respective legal representatives, heirs, successors and assigns until December 31, 2009 and thereafter shall be automatically extended for successive periods of ten (10) years each, unless terminated by written instrument, in recordable form, signed by the then Owners of not less than four-fifth (4/5) of the Lots.

Any provision, covenant, condition, restriction, reservation, or charge contained in this Petition may be amended or repealed at any time and from time to time by written instrument, in recordable form, signed by the then Owners of not less than four-fifth (4/5) of the Lots subject to this Petition.

Any amendment or repeal of this Petition shall be effective upon the recordation in the Official Public Records of Real Property in Harris County, Texas of such written instrument setting forth the amendment or repeal in full.

Section 5.3. Severability. If any provision of this Petition or the application thereof to any Person or circumstance shall, for any reason or to any extent be invalid or unenforceable, neither the remainder of this Petition nor the application of such provision to other persons or circumstances shall be affected thereby, but shall be enforced to the fullest extent permitted by law.

Section 5.4. Conflict Among Provisions. If a conflict occurs between the provisions of this Petition or the provisions of this Petition and the Restrictions, the most restrictive provision shall control.

Section 5.5. Gender and Number. Whenever used, the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

Section 5.6. Headings. The paragraph entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing the text of such paragraphs.

175-57-2082

Section 5.7. Non-conforming Structures. Non-conforming Structures shall be deemed to be in compliance with the terms of this Petition. Should any Non-conforming Structures be either totally or partially destroyed by fire or other casualty, the same may be rebuilt or repaired and still be considered to be in compliance with the terms of this Petition.

Section 5.8. Subsequent Property. Any property in the Subdivision which is not restricted by the terms of this Petition may become so restricted in consideration of the benefits hereof, by filing a duly acknowledged instrument in the Official Public Records of Real Property of Harris County, Texas, which without qualification, immediately and irrevocably subjects the property in question (the "Subsequent Property") to all of the provisions of this Petition during the term and any extensions hereof, as if the Owners of such Subsequent Property had been signatories to the Petition. Upon such filing: (i) the Subsequent Property shall irrevocably become a Lot as defined in Section 1.15 of this Petition if the effect of this Petition has been to modify and not simply extend the Restrictions; and (ii) the Subsequent Property shall irrevocably be subject to extension of the Restrictions (and any automatic extensions thereof) if the effect of this Petition has been to extend the Restrictions.

Section 5.9. Counterpart Copies. This Petition may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

Section 5.10. Statements Required Pursuant to Tex. Prop. Code, Section 201.007(8) and (9). The owners of lots in the Subdivision which have not signed this Petition must file suit under Tex. Prop. Code, Section 201.010 before the 181st day after the date on which the certificate called for by Tex. Prop. Code Section 201.008(c) is filed in order to challenge the procedures followed in modifying and/or extending the Restrictions. The owners of lots in the Subdivision who do not sign this Petition may delete their lots from the operation of the restrictions created herein by filing a statement described in the fourth listed category in Tex. Prop. Code, Section 201.009(b) before one (1) year after the date on which the owner receives actual notice of the filing of this Petition as authorized pursuant to Tex. Prop., Code Section 201.001 et seq.

OWNERS ASSERTIONS

We, the undersigned, hereby attest and affirm that we own record title to property within the Subdivision. If the "yes" box is marked next to our name, the property owned by us within the Subdivision shall hereinafter be held, sold, and conveyed subject to the foregoing restrictions, covenants and conditions and shall run with the property and be binding on all parties having any right, title or interest in or to the property or any part thereof. If the "no" box is next to our names, the property owned by us shall not be covered by this Petition and shall be specifically excluded herefrom.

175-57-2083

IN WITNESS WHEREOF, the undersigned have executed this Petition as of the dates of their respective acknowledgments to be effective the _____ day of _____, 1993.

Lot(s) Owned and Street
Address(es) Within Subdivision

Lot Owners

Owner(s) of
Property in the
Subdivision to Be
Covered by the
Restrictions in
this Petition?

Street Address

Lot 3

Legal Description

Signature

Print Name

Signature

Print Name

Yes ()

No ()

STATE OF TEXAS *

COUNTY OF HARRIS *

Before me, a notary public, on this day personally appeared _____, known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she/they executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the _____ day of _____, 199__.

NOTARY PUBLIC - STATE OF TEXAS

175-57-2084

Lot(s) Owned and Street
Address(es) Within Subdivision

Lot Owners

Owner(s) of
Property in the
Subdivision to Be
Covered by the
Restrictions in
this Petition?

Street Address
Lot 4
Legal Description

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Yes ()

No ()

STATE OF TEXAS

COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared _____,
_____, _____, known to
me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and, being
by me first duly sworn and declared that he/she/they executed same in the capacity and
consideration therein expressed. Given under my hand and seal of office this the _____
day of _____, 199__.

NOTARY PUBLIC - STATE OF TEXAS

175-57-2085

Lot(s) Owned and Street
Address(es) Within Subdivision Lot Owner(s)

Owner(s) of
Property in
the Subdivision
Lot(s) to Be
Covered by the
Restrictions in
this Petition?

6017 Glen Cove

Street Address

Signature

C. P. LaBORDE

Print Name

Lot 5

Legal Description

Signature

MARY LaBORDE

Print Name

Signature

Print Name

Signature

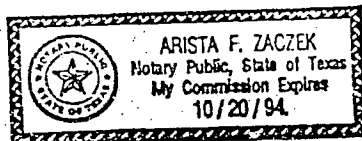
Print Name

STATE OF TEXAS *

COUNTY OF HARRIS *

Before me, a notary public, on this day personally appeared C. P. LaBorde,
MARY LaBorde, known to me
to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and, being by
me first duly sworn and declared that he/she/they executed same in the capacity and
consideration therein expressed. Given under my hand and seal of office this the 22nd
day of NOVEMBER, 1992 I witnessed both parties vote yes. Ag

NOTARY PUBLIC - STATE OF TEXAS



175-57-2086

Lot(s) Owned and Street
Address(es) Within Subdivision

Lot Owner(s)

Owner(s) of
Property in the
Subdivision to Be
Covered by the
Restrictions in
this Petition?

Street Address

Signature

Yes ()

Lot 6

Legal Description

Print Name

No ()

Signature

Print Name

STATE OF TEXAS

*

*

COUNTY OF HARRIS

*

Before me, a notary public, on this day personally appeared _____,
_____, known to me to be the person(s) whose name(s) is(are) subscribed to
the foregoing instrument and, being by me first duly sworn and declared that he/she/they
executed same in the capacity and consideration therein expressed. Given under my hand and
seal of office this the _____ day of _____, 199__.

NOTARY PUBLIC - STATE OF TEXAS

175-57-2087

Lot(s) Owned and Street
Address(es) Within Subdivision

Lot Owner(s)

Owner(s) of
Property in
the Subdivision
Lot(s) to Be
Covered by the
Restrictions in
this Petition?

6014 GLENCOUR
Street Address

Signature

G. MIKE Boyd

Yes ☒ *la*

Lot 7
Legal Description

Print Name

G. MIKE Boyd

No ()

Signature

Print Name

STATE OF TEXAS *

COUNTY OF HARRIS *

Before me, a notary public, on this day personally appeared G. MIKE Boyd, known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she/they executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the 01 day of NOVEMBER, 1993.

Kathryn J. Ferguson

NOTARY PUBLIC - STATE OF TEXAS

COMMISSION EXPIRES 1/15/94



175-57-2088

Lot(s) Owned and Street
Address(es) Within Subdivision

Lot Owner(s)

Owner(s) of
Property in the
Subdivision to Be
Covered by the
Restrictions in
this Petition?

12020 Glencove Drive
Street Address
Lot 8
Legal Description

Signature Natalie Adams
Print Name

Yes (✓)

No ()

NATALIE ADAMS
Signature

Print Name

STATE OF TEXAS *

COUNTY OF HARRIS *

Before me, a notary public, on this day personally appeared NATALIE ADAMS, known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she/they executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the 01 day of NOVEMBER, 1993.

Kathryn V. Ferguson
NOTARY PUBLIC - STATE OF TEXAS

175-57-2089

Lot(s) Owned and Street
Address(es) Within Subdivision

Lot Owner(s)

Owner(s) of
Property in
the Subdivision
Lot(s) to Be
Covered by the
Restrictions in
this Petition?

6026 Glen Cove
Street Address

Signature

Print Name

Yes (☒)

Lot 9
Legal Description

Signature

Print Name

No ()

STATE OF TEXAS *

COUNTY OF HARRIS *

Before me, a notary public, on this day personally appeared JOHN NAVRATIL,
PEGGY NAVRATIL, known to me to be the person(s) whose name(s) is(are) subscribed to
the foregoing instrument and, being by me first duly sworn and declared that he/she/they
executed same in the capacity and consideration therein expressed. Given under my hand and
seal of office this the 01 day of NOVEMBER, 1993.

Raymond V. Ferguson
NOTARY PUBLIC - STATE OF TEXAS

P 798444

798444

Excluded

094-77-2170

P798644

04/11/94 '00412579' P798644 \$ 8.00

OWNER'S ELECTION TO EXCLUDE PROPERTY FROM
RESTRICTIONS

STATE OF TEXAS *
COUNTY OF HARRIS *
KNOW ALL MEN BY THESE PRESENTS:

The owner(s) of the following described property elect(s) to have the property deleted and excluded from the operation of the restrictions that are modified or in the alternative extended by the petition filed on November 23, 1993, under County Clerk File No. P571419, Film Code No. 175-57-2062, Official Public Records of Real Property, Harris County, Texas, and as amended under First Amendment to Petition filed on November 23, 1993, under County Clerk File No. P571420, Film Code No. 175-57-2101, Official Public Records of Real Property, Harris County, Texas,

The property is Lot 3 of the Glen Cove Addition, a Harris County Subdivision, according to the plat thereof filed of record in Volume 1163, Page 98, of the Deed Records of Harris County, Texas

Executed this 21st day of February, 1994.

Jane B. Green
Jane B. Green
6007 Memorial Drive
Houston, Texas 77007

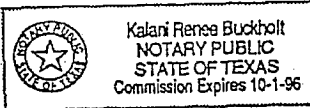
FILED
94 APR 11 PM 3:16
COUNTY CLERK
HARRIS COUNTY, TEXAS

094-77-2171

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 21st day of
February by Inez B. Green



Kalani Renee Buckholt
Notary Public - State of Texas

Kalani Renee Buckholt
Notary's Printed Name

10-1-96
My Commission Expires

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

APR 11 1994



Bessie B. Hoffman
COUNTY CLERK
HARRIS COUNTY, TEXAS

PRIGGE
PRIGGE, TAUSEND AND WINNE, INC.
9801 Westheimer, Suite 803
Houston, Texas 77042

Note -

10 signature pages removed
here for security purposes.

These are available in
hard copy upon request

175-57-2100

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me, and was
duly RECORDED, in the Official Public Records of Real Property of Harris
County, Texas on

NOV 23 1993



Greg A. Ryan
COUNTY CLERK
HARRIS COUNTY, TEXAS

U993924

Form 594, Revised 1981

EASEMENT DEED

013-63-2186

STATE OF TEXAS,
COUNTY OF HARRIS

Know All Men by these Presents:

Before me the undersigned authority, on this day personally appeared Herbert Cowell 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.

Given under my hand and seal of office this 10 day of December, 1982, being the owner in fee simple of the hereinafter described property located in Houston, Harris County, Texas, do in consideration of the sum of One Dollar (\$1.00) to me in hand paid by the City of Houston, the receipt of which is hereby acknowledged, grant, sell, transfer, release and forever quit-claim unto the said City of Houston, a municipal corporation situated in Harris County, Montgomery County and Fort Bend County, Texas, whose mailing address is P.O. Box 1562, Houston, Texas 77251, its successors and assigns, an easement for Permanent Storm Sewer said easement being in, upon, under, over, across and along the following described tract or parcel of land and being more particularly described as follows:

Permanent Storm Sewer Easement L82-14

Before me the undersigned authority, on this day personally appeared Herbert Cowell 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.

Given under my hand and seal of office this 10 day of December, 1982, being the owner in fee simple of the hereinafter described property located in Houston, Harris County, Texas, do in consideration of the sum of One Dollar (\$1.00) to me in hand paid by the City of Houston, the receipt of which is hereby acknowledged, grant, sell, transfer, release and forever quit-claim unto the said City of Houston, a municipal corporation situated in Harris County, Montgomery County and Fort Bend County, Texas, whose mailing address is P.O. Box 1562, Houston, Texas 77251, its successors and assigns, an easement for Permanent Storm Sewer said easement being in, upon, under, over, across and along the following described tract or parcel of land and being more particularly described as follows:

SEE EXHIBIT 'A'
HEREIN ATTACHED

Before me the undersigned authority, on this day personally appeared Herbert Cowell 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.

RECORDERS MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

I do hereby agree, bind and obligate myself my heirs or assigns, that no fences, buildings or other improvements shall be placed in, on or along said easement, and further, that the City shall be and is hereby released and relieved from any and all liability from any damages occasioned by and in the reasonable exercise of its rights granted herein or hereunder.

TO HAVE AND TO HOLD the above described property and easement for said purposes, together with all the rights and appurtenances thereto in anywise belonging to said City of Houston, its successors and assigns forever. However, it is expressly provided, that if said easement or any part thereof is ever discontinued for said purposes, the title thereto (or to the part so discontinued) shall revert to the then owners of said property, the right and privilege being reserved to the City of Houston, its successors, assigns or agents, to go upon said premises at any time for the purpose of removing, repairing or replacing any Storm Sewer thereon as thereunder.

EXECUTED this 10TH day of DECEMBER, 1982

Herbert Cowell
Notary Public in and for Harris County, Texas

APPROVED:
Description and Conditions:
Philip D. Barnard Assistant Director
Form:
James T. Termini Asst. City Attorney

COPYRI
1981

S. B. B.

Parcel Number L82-14
Map Number 26,665
Sheet No. 23 of 25

EXHIBIT 'A'

Permanent Storm Sewer Easement

013-63-2188

COPYR
198

A parcel of land containing 2629 square feet, more or less, being part of and out of Lot 11, Glen Cove Addition as per map or plat recorded in Volume 1163, Page 98 of Deed Records of Harris County, said 2629 square foot tract herein-conveyed being more particularly described by metes and bounds as follows with all bearings and coordinates being generated from the Texas Plane Coordinate System, South Central Zone (all distances are surface distances. To convert to grid distance, multiply by the factor .9998905):

BEGINNING at a $\frac{1}{2}$ inch iron rod found, the northwest corner of the herein described tract and said Lot 11, the same being the northeast corner of Lot 12, Glen Cove Addition, and being in the southerly line of Lot 4, Crestwood Terrace Subdivision from which a City Survey Marker numbered 5257/1210 bears N $54^{\circ} 45' 49''$ E a distance 655.47 feet, said PLACE OF BEGINNING having coordinates of X = 3,134,351.6252 and Y = 717,927.1256;

THENCE N $49^{\circ} 17' 50''$ E along the northerly line of Lot 11, said line also being the most southerly line of Lot 4, and Lot 3, Crestwood Terrace Subdivision, a distance of 184.80 feet to a point;

THENCE N $81^{\circ} 36' 50''$ E along the north line of said Lot 11, said line also being the southerly line of Lot 3, Crestwood Terrace Subdivision, and being the most southerly line of Lot 5, Glen Cove Addition a distance of 81.50 feet to a concrete nail set;

THENCE S $14^{\circ} 07' 10''$ E along the east line of said Lot 11, said line also being the west line of Lot 10, Glen Cove Addition a distance of 10.05 feet to a point;

THENCE S $81^{\circ} 36' 50''$ W a distance of 79.61 feet to a point;

THENCE S $49^{\circ} 17' 50''$ W a distance of 178.42 feet to a point, said point being on the westerly line of said Lot 11, said line also being the easterly line of Lot 12, Glen Cove Addition;

THENCE N $67^{\circ} 23' 10''$ W along the westerly line of said Lot 11, said line also being the easterly line of Lot 12, Glen Cove Addition a distance of 11.19 feet to the PLACE OF BEGINNING.

Compiled: M.C.S.

Checked: RMB

Date: 11-8-82

Approved: Richard C. Scott

Richard C. Scott

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
below by me and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas on

APR 28 1985



Spide L. Linder
COUNTY CLERK,
HARRIS COUNTY, TEXAS

RETURN TO:
REAL ESTATE DEPARTMENT
P. O. BOX 1562
HOUSTON, TEXAS 77251

P798646

094-77-2174

04/11/94 00412581 P798646 \$8.00

**OWNER'S ELECTION TO EXCLUDE PROPERTY FROM
RESTRICTIONS**

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS *

The owner(s) of the following described property elect(s) to have the property deleted and excluded from the operation of the restrictions that are modified or in the alternative extended by the petition filed on November 23, 1993, under County Clerk File No. P571419, Film Code No. 175-57-2062, Official Public Records of Real Property, Harris County, Texas, and as amended under First Amendment to Petition filed on November 23, 1993, under County Clerk File No. P571420, Film Code No. 175-57-2101, Official Public Records of Real Property, Harris County, Texas,

The property is Lot 6 of the Glen Cove Addition, a Harris County Subdivision, according to the plat thereof filed of record in Volume 1163, Page 98, of the Deed Records of Harris County, Texas

This instrument may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall constitute one and the same instrument and for recordation purposes separate signature pages and acknowledgements may be affixed to the body of the original instrument without the necessity of recording the entirety of each separate counterpart.

094-77-2175

Owner's Election to Exclude Property from Restrictions
Page 2

Executed this 7th day of March, 1994.

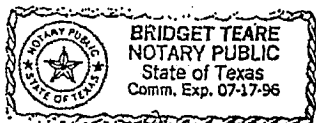
GAY KATE TEARE
GAY KATE TEARE

6008 GLENCOVE
Houston, TX 77007

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 7th day of
March, 1994, by GAY KATE TEARE



Bridget Teare
Notary Public - State of TEXAS
BRIDGET TEARE
Notary's Printed Name

PRIGGE, TAUSEND AND WINNE, INC.
9801 Westheimer, Suite 803
Houston, Texas 77042

094-77-2176

FILED

94 APR 11 PM 3:16

COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

APR 11 1994



Beverly B. Hoffman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Mrs. Kathy

P798647

094-77-2177

04/11/94 00412582 P798647 \$ 8.00

OWNER'S ELECTION TO EXCLUDE PROPERTY FROM
RESTRICTIONS

28/10 *Harris*
STATE OF TEXAS *

Harris
COUNTY OF HARRIS *

KNOW ALL MEN BY THESE PRESENTS:

The owner(s) of the following described property elect(s) to have the property deleted and excluded from the operation of the restrictions that are modified or in the alternative extended by the petition filed on November 23, 1993, under County Clerk File No. P571419, Film Code No. 175-57-2062, Official Public Records of Real Property, Harris County, Texas, and as amended under First Amendment to Petition filed on November 23, 1993, under County Clerk File No. P571420, Film Code No. 175-57-2101, Official Public Records of Real Property, Harris County, Texas,

The property is Lot 6 of the Glen Cove Addition, a Harris County Subdivision, according to the plat thereof filed of record in Volume 1163, Page 98, of the Deed Records of Harris County, Texas

This instrument may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall constitute one and the same instrument and for recordation purposes separate signature pages and acknowledgements may be affixed to the body of the original instrument without the necessity of recording the entirety of each separate counterpart.

094-77-2178

Owner's Election to Exclude Property from Restrictions
Page 2

Executed this 28th day of March, 1994.

Kathy G. Lloyd
KATHY G. LLOYD

6008 Glenrose
Houston, Tx 77007

STATE OF Hawaii
COUNTY OF Hawaii

This instrument was acknowledged before me on this the 28th day of March, 1994, by Kathy G. Lloyd

To me known to be the person who executed the foregoing instrument
and acknowledged that she executed the same as her free
act and deed.

Shirley
Notary Public - State of Hawaii

Shirley
Notary's Printed Name

My Commission Expires: 10/3/94

PRIGGE, TAUSEND AND WINNE, INC.
9801 Westheimer, Suite 803
Houston, Texas 77042

094-77-2179

FILED
94 APR 11 PM 3 16

COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me, and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

APR 11 1994



Beulah B. Huffman
COUNTY CLERK
HARRIS COUNTY, TEXAS



- Mrs
Gochler
P798648

094-77-2180

04/11/94 00412583 P798648 \$ 8.00

OWNER'S ELECTION TO EXCLUDE PROPERTY FROM
RESTRICTIONS

STATE OF TEXAS *
COUNTY OF HARRIS * KNOW ALL MEN BY THESE PRESENTS:

The owner(s) of the following described property elect(s) to have the property deleted and excluded from the operation of the restrictions that are modified or in the alternative extended by the petition filed on November 23, 1993, under County Clerk File No. P571419, Film Code No. 175-57-2062, Official Public Records of Real Property, Harris County, Texas, and as amended under First Amendment to Petition filed on November 23, 1993, under County Clerk File No. P571420, Film Code No. 175-57-2101, Official Public Records of Real Property, Harris County, Texas,

The property is Lot 6 of the Glen Cove Addition, a Harris County Subdivision, according to the plat thereof filed of record in Volume 1163, Page 98, of the Deed Records of Harris County, Texas

This instrument may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall constitute one and the same instrument and for recordation purposes separate signature pages and acknowledgements may be affixed to the body of the original instrument without the necessity of recording the entirety of each separate counterpart.

094-77-21811

Owner's Election to Exclude Property from Restrictions
Page 2

Executed this 5th day of March, 1994.

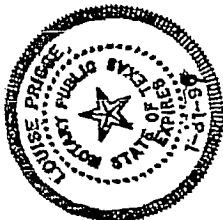
Doris E. Schuler
DORIS E. SCHULER

6008 Glen Cove Dr.
Houston, TX 77007

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on this the 5th day of March, 1994, by Doris E. Schuler



Louise Prigge
Notary Public - State of Texas
LOUISE PRIGGE
Notary's Printed Name

PRIGGE, TAUSEND AND WINNE, INC.
9801 Westheimer, Suite 803
Houston, Texas 77042

RECORDERS MEMORANDUM
ALL CLERKS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

094-77-2182

FILED

94 APR 11 PM 3:16

COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED in the Official Public Records of Real Property of
Harris County, Texas on

APR 11 1994



Beverly B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Wendy

094-77-2183

04/11/94 00412584 P798649 \$ 8.00

P798649

**OWNER'S ELECTION TO EXCLUDE PROPERTY FROM
RESTRICTIONS**

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS *

The owner(s) of the following described property elect(s) to have the property deleted and excluded from the operation of the restrictions that are modified or in the alternative extended by the petition filed on November 23, 1993, under County Clerk File No. P571419, Film Code No. 175-57-2062, Official Public Records of Real Property, Harris County, Texas, and as amended under First Amendment to Petition filed on November 23, 1993, under County Clerk File No. P571420, Film Code No. 175-57-2101, Official Public Records of Real Property, Harris County, Texas,

The property is Lot 6 of the Glen Cove Addition, a Harris County Subdivision, according to the plat thereof filed of record in Volume 1163, Page 98, of the Deed Records of Harris County, Texas

This instrument may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall constitute one and the same instrument and for recordation purposes separate signature pages and acknowledgements may be affixed to the body of the original instrument without the necessity of recording the entirety of each separate counterpart.

094-77-2184

Owner's Election to Exclude Property from Restrictions
Page 2

Executed this 7th day of March, 1994.

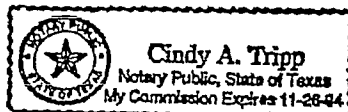
Wendy Schuler Striping
WENDY SCHULER STRIPING

6008 Glenwood
Houston, TX 77007

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 7th day of
March, 1994, by WENDY SCHULER STRIPING



Cindy A. Tripp
Notary Public - State of TEXAS

Notary's Printed Name

PRIGGE, TAUSEND AND WINNE, INC.
9801 Westheimer, Suite 803
Houston, Texas 77042

RECEIVED

094-77-2185

FILED

94 APR 11 PM 3:16

COUNTY CLERK
HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

APR 11 1994



Beverly B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

F977454

3962/179
ALB/2000

22-79 246653 *F 977454 LOT A PD

11.30

AMENDMENT TO THE RESERVATIONS,
RESTRICTIONS AND COVENANTS OF GLEN COVE

1/20

• THE STATE OF TEXAS §
COUNTY OF HARRIS §

120-97-1579

WHEREAS, Glen Cove is a residential subdivision in Houston, Harris County, Texas, being described as a part of Lot Two (2) of the Bringham Subdivision of the John Reinerman Survey, as shown by the dedication and map of Glen Cove, recorded at Page 98 of Volume 1163 of the Deed Records of Harris County, Texas; and

WHEREAS, on October 9, 1940, the owner of Glen Cove imposed certain reservations, restrictions and covenants ("Restrictions") on Glen Cove, such Restrictions being filed for record at Page 204, Volume 1186 of the Deed Records of Harris County, Texas; and

WHEREAS, it is the desire and intent of the undersigned to amend the Restrictions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of the mutual benefits to be derived hereby, the undersigned, being all or the present Owners and Mortgagees of all real property and the improvements located thereon within Glen Cove, have modified and amended and do hereby modify and amend the Restrictions as follows:

1. Notwithstanding anything to the contrary in Item 2 of the Restrictions, it shall be permissible to divide and/or partition Lot Twelve (12) into two tracts, known as Tract 1 and Tract 2 respectively, as described in Exhibit "A" hereto, and both of said tracts shall be treated as separate pieces of property with regard to the requirements of the Restrictions.
2. Notwithstanding anything to the contrary contained in Item 4 of the Restrictions, any residence constructed on Tract 2 of Lot 12 shall be no closer to any boundary line of Tract 2 than 10 feet.

120-97-1580

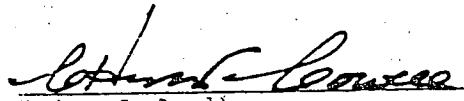
3. Notwithstanding anything to the contrary contained in Item 5 of the Restrictions, any residence constructed on Tract 2 of Lot 12 shall not be required to face Memorial Drive, nor Glen Cove Street, but the residence may face Crestwood Street.

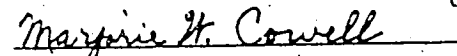
The Owners do hereby approve and consent to the modifications and amendments of the Restrictions as set forth herein, and do hereby ratify and affirm all the Restrictions as amended, and expressly confirm that except as amended herein, no part of parts of the Restrictions have been waived, modified or amended, but do remain in full force and effect.

This amendment may be executed in any number of counterdrafts, and each of such counterdrafts shall for all purposes be deemed to be an original.

EXECUTED THIS 6 day of FEBRUARY, 1979.

Lot No. 11:


Herbert C. Cowell


Marjorie W. Cowell

RECORDER'S MEMORANDUM
ALL BLACKOUTS, ADDITIONS AND CHANGES
WERE PRESENT AT THE TIME THE INSTRUMENT
WAS FILED AND RECORDED.

120-97-1581

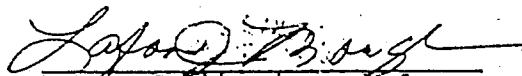
LOT 11:

THE STATE OF TEXAS §

• COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared C. Herbert Cowell and his wife, Marjorie W. Cowell, known to me to be the person(s) whose name(s) are/~~are~~ subscribed to the foregoing instrument, and acknowledged to me that ~~they~~/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th
day of February, 1979.



Notary Public in and for
Harris County, TEXAS

Name: Lafon J. Moughon

My Commission Expires:

EXHIBIT "A"

TRACT 1 OF LOT 12:

Being all that certain 58,113 square foot (1.3341 acres) tract or parcel of land, hereinafter referred to as Tract 1, out of Lot Twelve (12) of GLEN COVE ADDITION, an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 1163, Page 98, of the Deed Records of Harris County, Texas, said 58,113 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at the center of the cul-de-sac (40.00 foot radius) at the southerly end of Glen Cove Street (50.00 feet wide), as shown in said map of GLEN COVE ADDITION;

THENCE North 65° 00' 00" West, a distance of 40.00 feet to a 1/2 inch iron rod marking the northeast corner of said Lot 12, for the POINT OF BEGINNING;

THENCE Southerly along the arc of a curve to the left, having a central angle of 59° 00' 01" and a radius of 40.00 feet, a distance of 41.19 feet to a 3/8 inch iron rod marking the common corner for said Lot 12 and Lot Thirteen (13) of said addition for corner;

THENCE South 56° 00' 00" West, along the common line for said Lots 12 and 13, a distance of 234.00 feet to a 1/2 inch iron rod on center line of a ravine for corner;

THENCE South 84° 57' 00" West, along the center line of said ravine, a distance of 83.40 feet to a 1/2 inch iron rod for corner;

THENCE North 41° 18' 00" West, along the center line of said ravine, a distance of 59.10 feet to a 1/2 inch iron rod for corner;

THENCE North 09° 03' 53" East, along the center line of said ravine, a distance of 139.77 feet to a 1/2 inch iron rod for corner;

THENCE North 33° 58' 00" West, along the center line of said ravine, a distance of 42.20 feet to a 1/2 inch iron rod for corner;

THENCE North 43° 53' 00" East, along the center line of said ravine, a distance of 102.30 feet to a 1/2 inch iron rod for corner;

THENCE South 65° 00' 00" East, pass a 3/4 inch pinch pipe on the high bank at 34.00 feet, and continue on line an additional distance of 235.00 feet, being 269.00 feet in all, to the POINT OF BEGINNING.

120-97-1583

TRACT 2 OF LOT 12:

Being 18,387 square feet of land out of Lot 12, in the Glen Cove Addition, a subdivision in Houston, Harris County, Texas, as shown by the map or plat thereof recorded at Page 98 of Volume 1163 of the Map Records of Harris County, Texas, and being further described by metes and bounds as follows:

BEGINNING at the southwest corner of said Lot 12, as shown on the City of Houston Plat, File Number 1357A;

THENCE N 00° 01' E 291.28 feet, for a corner;

THENCE S 89° 59' E 17.64 feet to center line of a ravine, for a corner;

THENCE S 33° 58' E along the ravine meander center line a distance of 42.20 feet, for a corner;

THENCE S 09° 03' 53" W along the ravine meander center line a distance of 139.77 feet for a corner;

THENCE S 41° 18' E along the ravine meander center line a distance of 59.10 feet, for a corner;

THENCE N 84° 57' E along the ravine meander center line, pass a 1/2 inch iron rod at 83.40 feet and continue on the same bearing 14.80 feet, for a distance in all of 98.20 feet, for a corner;

THENCE S 17° 33' E along a previous ravine meander center line a distance of 68.50 feet, for a corner;

THENCE S 84° 27' W a distance of 177.60 feet to the POINT OF BEGINNING.

No. 3155

To

William M. Rice Institute,
Vice-President

Copy of Resolution

At a meeting of the Board of Trustees of the William M. Rice Institute, for the Advancement of Literature, Science and Art, hereinafter called "Seller" held in the office of said Board in Houston, Texas, on October 9, 1940, a quorum of the Trustees being present, the following resolution was adopted by unanimous vote:

Be it Resolved: That the reservations, restrictions and covenants hereinafter set out, shall be, and the same are made applicable to Glen Cove, an addition to the City of Houston, Harris County, Texas, being a part of Lot Two (2) of the Bringham Subdivision of the John Reinerman Survey, as shown by map of said Addition prepared by F. O. Edminster and recorded in Vol. ___ page ___ of the Map Records of Harris County, Texas.

The land shown on said plat above referred to, is held and shall be conveyed subject to the reservations, restrictions and covenants herein set forth, to-wit:

- 1) No part of said property shall ever be conveyed to, owned by or occupied by any person other than of the Caucasian race, but this shall not prohibit the occupancy of servants' quarters by bona fide servants of the owners or occupants of the main premises.
- 2) The property shall be used for residential purposes only, and only one residence, together with the necessary garages, servants' quarters or other outhouses, limited to a one-family dwelling, may be erected and maintained thereon. This shall not prevent a doctor or other professional man from maintaining an office in the main residence if he resides therein.
- 3) No cottage of reasonable value of less than \$4,500.00, and no two-story house of a reasonable value of less than \$6,000.00 at the time of erection may be constructed on the property.
- 4) No residence shall be constructed on any tract in the subdivision close to the nearest point on either side property line than 10 feet, or closer to the nearest point on the front property line than 30 feet, with the exception of the residences on tracts Nos. Six (6) to Eighteen (18) inclusive, which may be constructed within 25 feet of the nearest point on the front property line.
- 5) The residences or main buildings on Lots Three (3), Four (4) and Five (5), shall face Memorial Drive and those on Lots Six (6) to Eighteen (18) inclusive, shall face Glen Cove.
- 6) All garages, barns, servants' houses and other such buildings shall be constructed (except where built as a part of and connected to the main residence) in the rear of the residence.
- 7) No billboards or advertising boards or structures shall be constructed or maintained on any lot, except that signs or billboards advertising the rental or sale of such property are permitted provided they do not exceed five square feet in size. This shall not prohibit doctors or professional men from exposing name cards with office hours.
- 8) No hogs may ever be kept or raised on any lot in the subdivision.
- 9) No open or surface toilets may ever be maintained upon any lot in the subdivision.
- 10) All of the restrictions herein set forth shall continue and be binding upon Seller and upon its successors and assigns, until December 31, 1999. The Owner or Owners of any tract or lot in the subdivision, may enforce the restrictions above set out either by injunction or otherwise.

We, J. T. Scott, Vice-President and G. A. Dyer, Assistant Secretary respectively, of William M. Rice Institute for the Advancement of Literature, Science and Art, do hereby certify that the above and foregoing is a true and correct copy of a resolution unanimously adopted at a regular meeting of the Board of Trustees of William M. Rice Institute, for the Advancement of Literature, Science and Art, held at the office of the corporation in the City of Houston, Harris County, Texas, on October 9, 1940, at which meeting a quorum of Trustees was present and voting.

Witness our hands and under the seal of the corporation this 10th day of October, A. D. 1940.

DEED RECORD
VOL. 1186

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All Rights Reserved. Duplication in any manner
is prohibited without the express written permission
of Title Data, Inc.

1 J. T. Scott, Vice-President, G. A. Dwyer, Asst. Secretary. (SEAL)
2 Sworn to and subscribed before me, the undersigned authority, by J. T. Scott, and G. A. Dwyer,
3 on this 10th day of October, A. D. 1940.

4 Inez Buvens, Notary Public, in and for Harris County, Texas. (SEAL)
5 The State of Texas, County of Harris. Before me, the undersigned authority, on this
6 day personally appeared J. T. Scott, Vice-President and G. A. Dwyer, Assistant Secretary, res-
7 pectively of William M. Rice Institute, for the Advancement of Literature, Science & Art, a
8 corporation, known to me to be the persons whose names are subscribed to the foregoing instru-
9 ment, and acknowledged to me, that they executed the same for the purposes and consideration
10 therein expressed, and in the capacities therein stated.

11 Given under my hand and seal of office, on this 10th day of October, A. D. 1940.

12 Inez Buvens, Notary Public, in and for Harris County, Texas. (SEAL)
13 Filed for record Nov. 4, 1940 at 12:15 o'clock P. M. Recorded Nov. 28, 1940 at 3:45 o'clock P.M.
14 H. D. Miller Clerk County Court, Harris County, Texas, By Adeline Foster Deputy

16 No. 3158

17 Allen C. Hutcheson, et al To Mrs. Fannie Johnson
18 Deed

19 The State of Texas, County of Harris. Know all men by these presents: We
20 J. C. Hutcheson, Jr., of Harris County, Texas, Stella Hutcheson Dabney, feme sole, of Dallas
21 County, Texas; Mildred Hutcheson Glymer, feme sole, of the County of New York, New York;
22 Elise Hutcheson Chapin and her husband, E. Y. Chapin, of the County of Hamilton, Tennessee;
23 Palmer Hutcheson of Harris County, Texas; Rosalie Hutcheson Bosworth and her husband, L. S.
24 Bosworth of Harris County, Texas, the said Joseph Hutcheson, Jr., Stella Hutcheson Dabney,
25 feme sole, Mildred Hutcheson Glymer, feme sole, Elise Hutcheson Chapin, E. Y. Chapin, Palmer
26 Hutcheson, Rosalie Hutcheson Bosworth and L. S. Bosworth, acting by and through their duly
27 appointed Agent and Attorney in fact, Allen C. Hutcheson and Allen C. Hutcheson, of the County
28 of Harris, State of Texas, for and in consideration of the sum of Two Hundred Sixty & No/100
29 (\$260.00) Dollars to us in hand paid by Mrs. Fannie Johnson, the receipt of which is hereby
30 acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and
31 convey unto the said Mrs. Fannie Johnson, of the County of Harris, State of Texas, all that
32 certain parcel of land, situated in the Harris and Wilson Two League Grant, in Harris County,
33 Texas, particularly described as follows, to-wit: Lot Nos. 1352 & 1353,
34 Block No. 55, Kashmir Gardens Extension, as shown by plat and described in Vol. 14 page 29
35 of Harris County Map Records.

36 This conveyance is made subject to the following
37 restrictions and reservations: Lot Restrictions: Lots 1092 to 1481 inclusive,
38 excepting lots Nos. 1394, 1401, 1439 & 1446 in said Subdivision are designated as residence
39 lots and are restricted for residence purposes only. All buildings must be kept back thirty
40 feet from the front lot line. Free and open space of not less than six (6) feet in width
41 shall be left on both sides of every dwelling and shall extend the entire depth of the lot.
42 No bill boards shall be erected or maintained on said lots.

43 Building Restrictions: No residence shall be erected within seventy (70) feet of the
44 front lot line containing less than 336 square feet of ground space. Porches, steps, bay
45 windows and other windows may encroach on the front lot line restricted area not exceeding ten
46 feet. All residences must be constructed with either hip or gable roofs. All frame buildings
47 on the thirty (30) foot building line must be constructed with siding or shingle outside walls
48 and the roofs must be shingled with either wood or composition shingles.

No second hand houses shall be moved on said lots without the written consent of the parties

Curve Data
 Δ - 50° 53'
 R - 970.93'
 T - 461.90'

Hereby Dedicated for
Street purposes.

Abd.

DRIVE

MILITARY

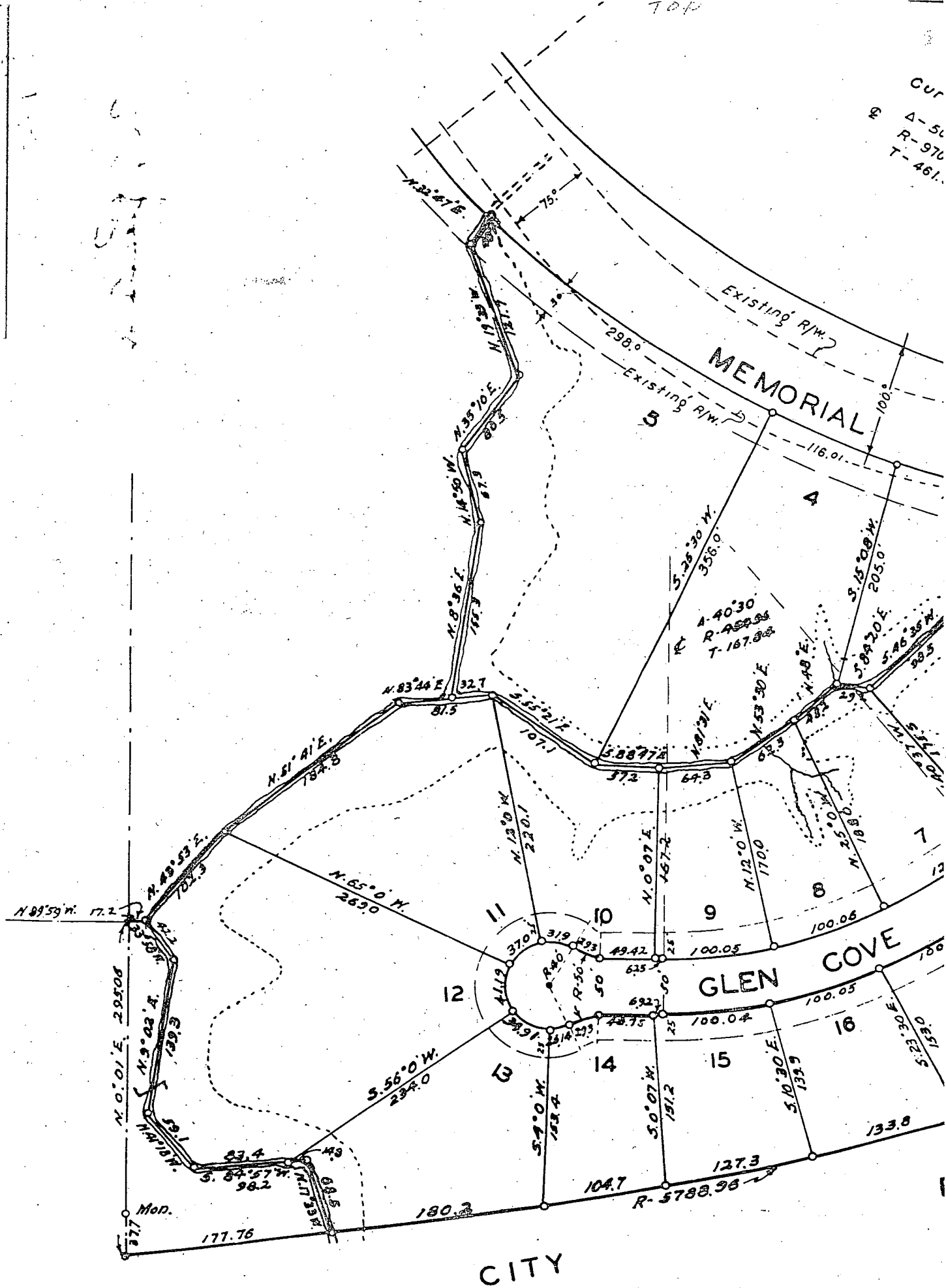
BLK. 46

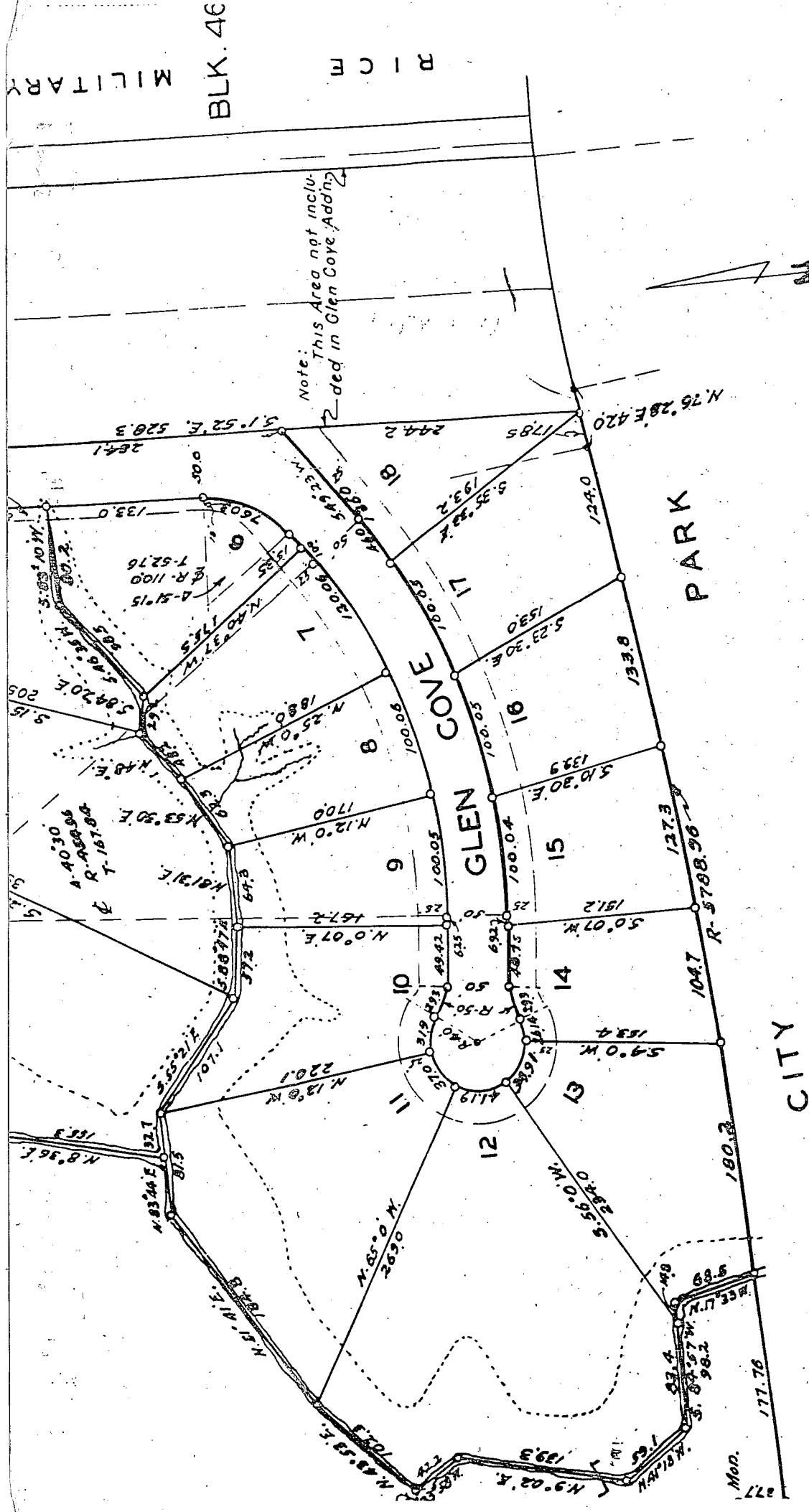
W-100

Note: This Area not included in Glen Cove Adding

PARK

704





18/3 Map

Curve Data
 Δ-50°33'
 R-970.93'
 T-461.90'

ADD.

Hereby Dedicated for
 Street purposes.

DRIVE

MILITARY

BLK. 46

RICE

Note: This Area not inclu-
 ded in Glen Cove Addn 2

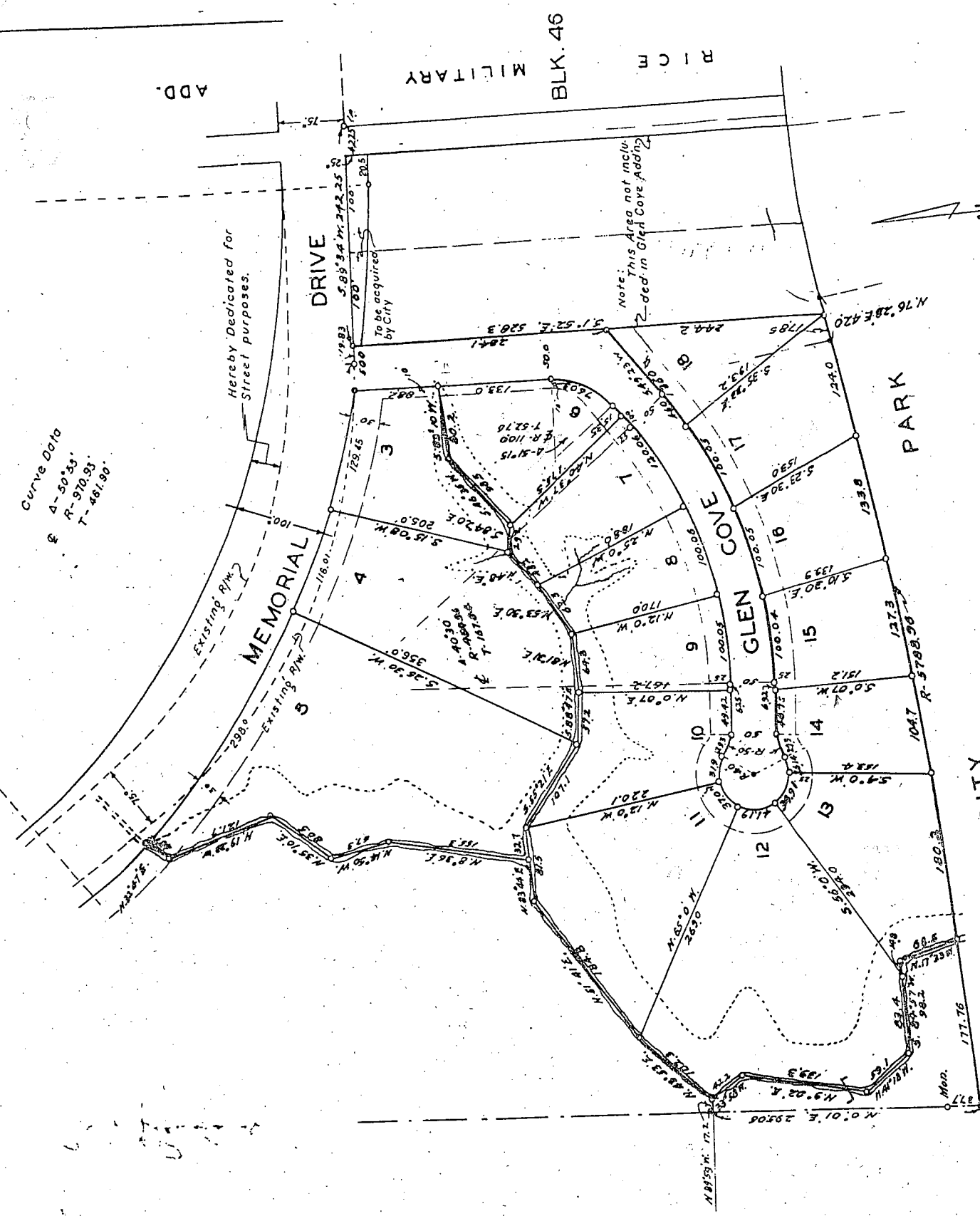
To be acquired
 by City

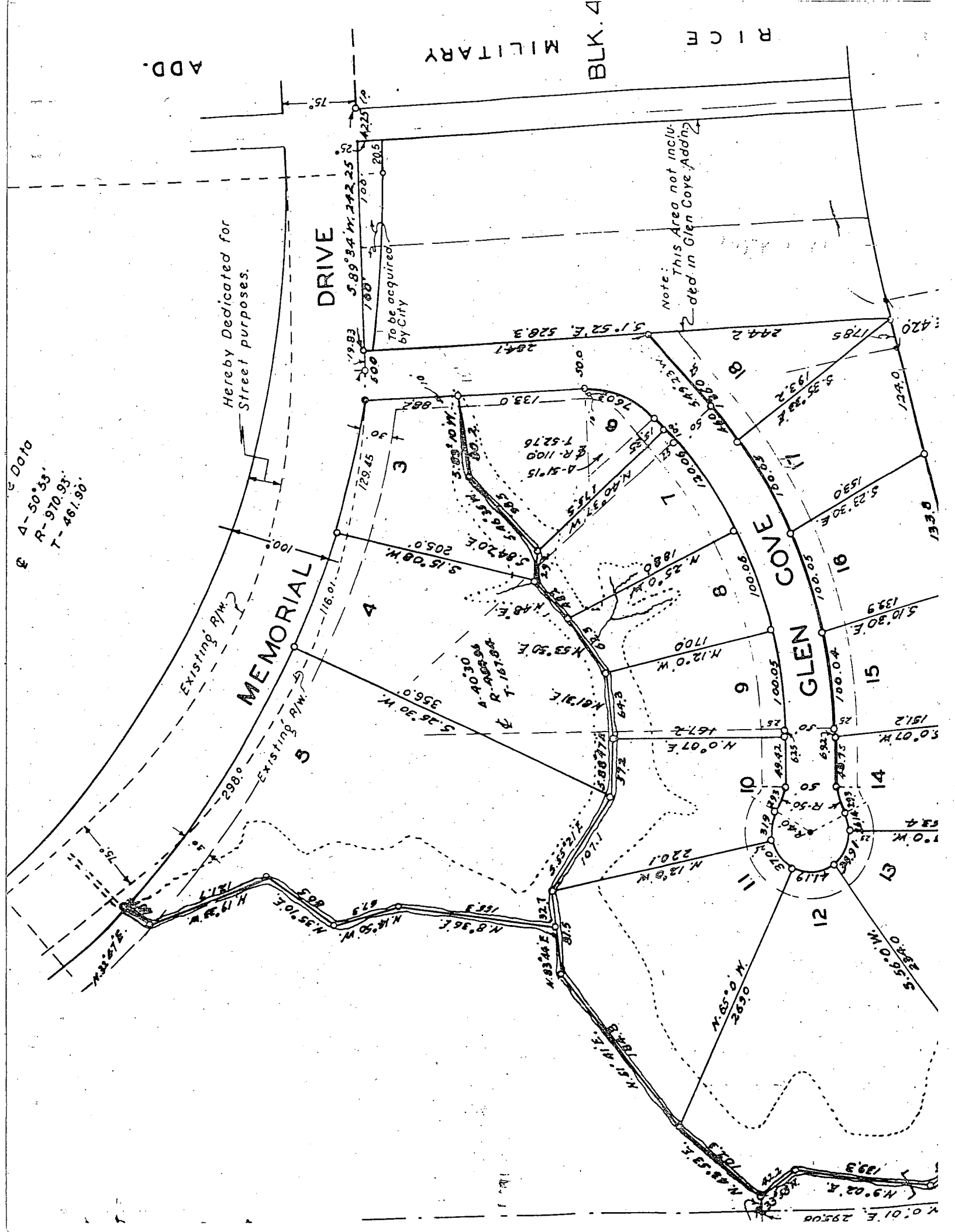
PARK

CITY

GLEN COVE ADDITION

BEING A PART OF LOT 2 BRINGHURST SUBDIVISION





V623768

02/26/02 300704784 V623768

\$19.00

City of Houston, Texas, Ordinance No. 2002 - 75

AN ORDINANCE ESTABLISHING THE WEST SIDE OF THE 6000 BLOCK OF GLEN COVE STREET WITHIN THE CITY OF HOUSTON AS A SPECIAL BUILDING LINE REQUIREMENT AREA PURSUANT TO CHAPTER 42 OF THE CODE OF ORDINANCES, HOUSTON, TEXAS; MAKING FINDINGS AND CONTAINING OTHER PROVISIONS RELATED THERETO; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

* * * * *

WHEREAS, Section 42-163 of the Code of Ordinances, Houston, Texas (the "Code"), authorizes the establishment of a special building line requirement area to preserve the character of existing blockfaces in residential neighborhoods in urban areas that do not have building lines established by deed restrictions; and

WHEREAS, an application was filed with the Department of Planning and Development (the "Department") requesting the establishment of a special building line requirement area for the 6000 block of Glen Cove Street which area is within the City (the "Area"); and

WHEREAS, the Area is located within the "urban area" as that term is defined in Chapter 42 of the Code; and

WHEREAS, the Director of the Department determined that the application was properly filed in compliance with Subsection 42-163(b) of the Code; and

WHEREAS, the Director of the Department caused notice of the application to be duly given as provided in Subsection 42-163(c) of the Code; and

WHEREAS, a timely protest of the establishment of the special building line

requirement area was filed by a property owner within the Area; and

WHEREAS, the Director of the Department referred the application to the Houston Planning Commission, which conducted a public hearing on the application on November 29, 2001; and

WHEREAS, the Planning Commission, pursuant to Subsection 42-163(g) of the Code, has recommended that the City Council establish a special building line requirement area for the Area; **NOW, THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. That the findings and recitals contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted and made a part of this Ordinance.

Section 2. That all terms not defined in this Ordinance shall have the meanings ascribed to them in Chapter 42 of the Code.

Section 3. That the City Council finds that the application for the establishment of a special building line requirement for the Area should be approved pursuant to Section 42-163 of the Code. The City Council further finds that the prevailing constructed building line in the Area is 24 feet, 0 inches.

Section 4. That the City Council hereby establishes a special building line requirement area along the west side of the 6000 block of Glen Cove Street, said area also being described as:

Lots 3, 7, 8, 9, 10, 11 and Tracts 6, 6A, and 12 of the Glen Cove Addition.

The prevailing constructed building line of 24 feet, 0 inches shall be the building line requirement for the special building line requirement area. The Director of the Department is hereby directed to cause a copy of this Ordinance to be filed for recordation in the real property records of Harris County, the county in which the special building line requirement area is located, as soon as practicable after the effective date of this Ordinance.

Section 5. That the Director of the Department of Planning and Development may assign a sequential number to this special building line requirement area for purposes of identification.

Section 6. That this Ordinance and the special building line requirement established by this Ordinance shall terminate on the 20th anniversary of the effective date of this Ordinance, unless earlier terminated by an ordinance adopted by the City Council.

Section 7. That it is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Texas Government Code, ch. 551, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof have been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 8: That if any provision, section, subsection, sentence, clause or phrase

of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or their applicability to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.


Section 9. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days of its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 6th day of February, 2002.

APPROVED this _____ day of _____, 2002.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is FEB 12 2002


City Secretary

(Prepared by Legal Dept. *[Signature]*)
 (DES/des January 4, 2002 Assistant City Attorney)
 (Requested by Robert Litke, Director, Planning and Development Department)
 L.D. File No. 0610100133001

uz:\wpfiles\bjlgline\36prevai.wpd

1500-22-0091

Ret
 Chris Fisher
 City Planning & Dev. Dept.
 611 Walker Suite 600
 Houston, Tex. 77002

| AYE | NO | |
|---------|---------|---|
| ✓ | | MAYOR BROWN |
| | | COUNCIL MEMBERS |
| ✓ | | TATRO |
| ✓ | | GALLOWAY |
| ✓ | | GOLDBERG |
| ✓ | | EDWARDS |
| ✓ | | WISEMAN |
| ✓ | | ELLIS |
| ✓ | | KELLER |
| ✓ | | ABSENT-OUT OF CITY ON PERSONAL BUSINESS VASQUEZ |
| ✓ | | ALVARADO |
| ✓ | | PARKER |
| ✓ | | QUAN |
| ✓ | | SEKULA-RODRIGUEZ |
| ✓ | | BERRY |
| | ABSENT | ROBINSON |
| CAPTION | ADOPTED | |

MAY 017 Rev. 12/01

I, ANNA RUSSELL, City Secretary of the City of Houston, Texas, do hereby certify that the within and foregoing is a true and correct copy of Ordinance No. 2002-75, passed and adopted by the City Council of said City on the 6th day of February, 2002, as the same appears in the records in my office.

WITNESS my hand and the Seal of said City this 22nd day of February, 2002.



Anna Russell
Anna Russell
City Secretary of the City of Houston

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in FPA Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED. In the Official Public Records of Real Property of Harris County, Texas on

FEB 26 2002



Bonny B. Hayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Bonny B. Hayman
COUNTY CLERK
HARRIS COUNTY, TEXAS

2002 FEB 26 PM 1:53

FILED

CONSENT TO ENCROACHMENT OVER CITY EASEMENT

Pursuant to Chapter 10, Article II

PW-9873C

Code of Ordinances, City of Houston, Texas

Revised April, 2000

V111939

Key Map _____

Quadrant _____

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

06/18/01 300557135 V111939

\$17.00

WHEREAS, the undersigned (hereafter referred to as "Applicant", whether one or more), has made application to the City of Houston ("City"), as provided in Chapter 10 Article II, Code of Ordinances, City of Houston, Texas, for consent to build, construct or erect a building, structure, edifice or other site improvements (hereafter the "Improvements") over and across a City easement (the "Easement"), and heretofore constructed utility project (whether sanitary sewer, storm sewer, water main, electric line conduit, gas lines, telephone conduit, or a combination of same); and

WHEREAS, Applicant is either (a) the current fee title owner of the property underlying the Easement(s) or (b) if not the fee title owner of the property underlying the Easement(s), has secured and attached hereto the notarized written consent of such fee title owner for the construction, operation and maintenance of the Improvements upon the Easement(s); and

WHEREAS, the Director of Public Works and Engineering (the "Director") has reviewed Applicant's request and found that Applicant has agreed to construct the Improvements in accordance with the provisions of Article II, to which reference is made here for all purposes, and the terms and conditions of this consent.

NOW THEREFORE, in consideration of the premises, the consent hereby granted by the City and Applicant's agreement to comply with and be bound by the terms of Article II and the terms set forth herein, City, acting solely in its capacity as the holder of the Easement(s), does hereby consent to Applicant's construction or installation of the Improvements within the Easement(s), limited specifically to the type, nature and location as shown on Applicant's attached plans and specifications, as approved by the Director, and described as follows, to-wit:

SEE "EXHIBIT A", attached hereto.

FILED
JUN 18 11 14
CLERK
HARRIS COUNTY
TEXAS

This consent is granted by City and accepted by Applicant subject to all of the following terms and conditions, in addition to the provisions of Article II:

1. The City is acting hereby only in its capacity as the holder of the Easement(s) and nothing herein shall be deemed or construed to grant any rights, or authorize the use of the Easement(s) contrary to the rights of the City in and to the use of such Easement(s), except as specifically provided herein.
2. This consent applies for the life of the Improvements listed herein only, and in no event longer than City shall own or hold the Easement(s), and no additional encroachment of any nature whatsoever is now or hereafter authorized by this consent.
3. No material alteration to, or any expansion of, the Improvements will be made without the prior written consent of the City, which consent may be withheld with or without cause, at the City's sole discretion.
4. This consent is not a building permit and Applicant must obtain any required building or other applicable permit for the Improvements from the Department of Public Works and Engineering.
5. If the City shall determine at any time, in its sole discretion, that it is desirable or necessary, for the purposes of properly maintaining, adding to, substituting, altering, removing, repairing or replacing any of its facilities now or hereafter located or to be located within the Easement(s), City shall require Applicant to remove, relocate or alter all or a portion of the Improvements. Applicant shall comply fully and immediately after being notified by the Director or his or her designee, at Applicant's sole expense. In the event of an emergency, or the occurrence of other circumstances affecting the public health, safety or welfare, the City shall have the right and option to remove, relocate or alter the Improvements in connection with such emergency or occurrence, and Applicant shall immediately pay to City, upon demand, any costs or expenses incurred by City in effecting such removal, relocation and/or alteration of the Improvements.
6. If Applicant fails to comply with any City directive to remove, relocate or alter all or a portion of the Improvements within thirty (30) days after written demand from the Director, or his or her designee, the City shall have the right and option to perform such removal, relocation or alteration at the expense of Applicant, who shall reimburse the City for all costs and expenses incurred by the City in connection therewith immediately upon demand.
7. If the construction, replacement, maintenance, operation, removal, relocation or alteration of the Improvements by Applicant cause any damage to any City facilities or improvements located within the Easement(s), Applicant shall pay all costs to repair or replace said City facilities or improvements immediately upon demand by the City.

8. RELEASE AND INDEMNITY OF CITY BY APPLICANT:

A. APPLICANT HEREBY AND ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, RELEASES THE CITY, ITS ELECTED AND APPOINTED OFFICIALS, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES AND ITS FORMER, PRESENT, AND FUTURE AGENTS, SERVANTS, EMPLOYEES AND ALL AFFILIATED PERSONS OR ENTITIES (COLLECTIVELY, THE "CITY") FROM:

1. (i) ANY AND ALL LIABILITY FOR ANY LOSS OR DAMAGE TO APPLICANT'S STRUCTURE(S) OR OTHER IMPROVEMENT(S) CAUSED BY, ARISING OUT OF, RESULTING FROM, OR RELATED TO ANY INSTALLATION, REMOVAL, RELOCATION OR ALTERATION THEREOF BY THE CITY PURSUANT TO THIS CONSENT; AND/OR

(ii) ANY AND ALL LIABILITY FOR ANY LOSS OR DAMAGE TO APPLICANT'S STRUCTURE(S) OR OTHER IMPROVEMENT(S) CAUSED BY, ARISING OUT OF, RESULTING FROM, OR RELATED TO THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION TO, OR SUBSTITUTION OF ANY CITY FACILITIES LOCATED WITHIN THE EASEMENT(S).

EVEN IF THE CITY'S ACTUAL OR ALLEGED SOLE AND/OR CONCURRENT NEGLIGENCE IS ONE CAUSE OF, CONTRIBUTED TO, OR CAUSED ANY SUCH LOSS OR DAMAGE; AND

2. ANY AND ALL LIABILITIES, CLAIMS, LOSSES, JUDGMENTS, FINES, DEMANDS, DAMAGES OR INJURIES TO PERSONS OR PROPERTY, COSTS OR EXPENSES ("CLAIMS") ARISING OUT OF, RELATED TO, OR TOUCHING UPON THIS CONSENT OR ANY OF THE RIGHTS AND OBLIGATIONS ARISING HEREUNDER, INCLUDING WITHOUT LIMITATION, CLAIMS CAUSED BY OR ARISING FROM THE ALLEGED OR ACTUAL SOLE AND/OR CONCURRENT NEGLIGENCE OF THE CITY; AND

B. APPLICANT HEREBY, AND ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS OF, FROM, AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, AND CAUSES OF ACTION TO WHICH THE CITY MAY BECOME SUBJECT, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR COMMON LAW OR PURSUANT TO THE TEXAS OR U. S. CONSTITUTION, INCLUDING WITHOUT LIMITATION, ALL COURT COSTS, EXPERT WITNESS FEES, EXPENSES, INVESTIGATION EXPENSE, LEGAL RESEARCH, AND ALL COSTS OF APPEAL INVOLVING LITIGATION, ARISING OUT OF, RELATING TO, OR IN ANY WAY TOUCHING UPON:

1. THE GRANTING BY THE CITY OF CONSENT FOR THE INITIAL ERECTION AND PLACEMENT OF APPLICANT'S PROPOSED STRUCTURE(S) OR OTHER SITE IMPROVEMENT(S) TO ENCROACH OVER THE EASEMENT(S); AND/OR

2. THE GRANTING BY THE CITY OF CONSENT FOR THE APPLICANT TO CONTINUE TO MAINTAIN AND USE APPLICANT'S EXISTING STRUCTURE(S) OR OTHER SITE IMPROVEMENTS PRESENTLY ENCROACHING OVER THE EASEMENT(S); AND/OR

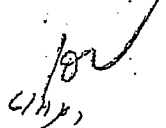
3. THE USE, OPERATION, OR MAINTENANCE OF APPLICANT'S PROPOSED STRUCTURE(S) OR OTHER SITE IMPROVEMENT(S) ON OR ABOUT THE PREMISES ON WHICH THE EASEMENT(S) ARE SITUATED; AND/OR

4. THE CONTINUED USE, OPERATION, OR MAINTENANCE OF APPLICANT'S EXISTING STRUCTURE(S) OR OTHER SITE IMPROVEMENT(S) ON OR ABOUT THE PREMISES ON WHICH THE EASEMENT(S) ARE SITUATED; AND

5. ANY CLAIM ALLEGED OR BROUGHT BY ANY PERSON OR ENTITY, INCLUDING WITHOUT LIMITATION: APPLICANT'S AGENTS, SERVANTS, CLIENTS, INVITEES, JOINT VENTURERS, HEIRS, SUCCESSORS, ASSIGNS, LESSEES, CONTRACTORS, AND/OR BY ANY OTHER INTEREST HOLDERS AND/OR ROYALTY INTEREST HOLDERS, AGAINST THE CITY IN CONNECTION WITH SUBPARAGRAPHS 1, 2, 3 AND/OR 4 ABOVE.

C. APPLICANT'S AGREEMENT TO PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS SET FORTH HEREIN EXPRESSLY EXTENDS TO ANY JOINT, CONCURRENT, OR SOLE NEGLIGENCE, AS WELL AS ANY AND ALL STRICT, STATUTORY, OR CONSTITUTIONAL LIABILITY OF THE CITY.

CITY OF HOUSTON

BY:  (Date) 
Paul R. Nelson
Deputy Assistant Director,
Department of Public Works and Engineering

ACCEPTANCE BY APPLICANT

In consideration of the premises, the undersigned Applicant (whether one or more), being the fee title Owner(s) of the property underlying the Easement(s) described above, or acting with the knowledge and attached notarized written consent of such Owner(s), by the acceptance and execution hereof, does hereby covenant, agree, and bind itself, its heirs, executors, administrators, successors, and assigns to comply with and be bound by all the terms and conditions of said Article II and this consent.

ACCEPTED THIS 22nd day of May 20 01.

Stephen L. Way
[Signature]

STEPHEN L. WAY
[Printed name]

6038 GLENCOVE and
[Address] 10 EAST BEND LANE

Phone (713) 864-7778

No objection offered by below listed
City of Houston Departments:

No objection offered by below listed Utility
Companies as evidenced by attached Letters:

PLAN REVIEW SECTION - WASTEWATER

HOUSTON LIGHTING & POWER CO.

BY: Bill Crouch 5-24-2001

Letter dated: N/A

Bill Crouch (Date)

PLAN REVIEW SECTION - WATER

SOUTHWESTERN BELL TELEPHONE CO.

BY: Moe Mata 5-24-01

Letter dated: N/A

Moe Mata (Date)

PLAN REVIEW SECTION - STORM SEWER

ENTEX, INC.

BY: Kumar Arya 5/24/01

Letter dated: N/A

Kumar Arya (Date)

PLANNING & OPERATIONS SUPPORT

OTHER

BY: Rudy Moreno, Jr. 6/8/01

Letter dated: N/A

Rudy Moreno, Jr. (Date)

UTILITIES MAINTENANCE

LETTERS COMPILED AND ATTACHED

APPROVED

BY:

BY: Van Speight 6/8/01
(Date)

Rudy Moreno, Jr. (Date)

DISAPPROVED

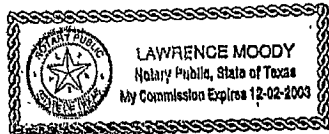
BY: Van Speight (Date)

PUBLIC WORKS AND ENGINEERING

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Ray R. Nelson [name],
Deputy Assistant Director, Department of Public Works and Engineering of the City of Houston, Texas 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 as the act and deed of the City of Houston, Texas.

GIVEN under my hand and seal of office, this the 11 day of JUNE, 2001



Notary Public in and for The State of Texas

CORPORATION

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared _____ [name],
_____ [title], of _____ [name of corporation],
a _____ [state of incorporation] corporation, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and
consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the ____ day of _____, 20____.

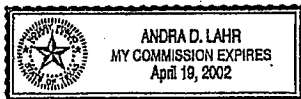
Notary Public in and for The State of Texas

INDIVIDUAL 541-01-1833

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Stephen L. Way [name],
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
he/she executed the same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office, this the 21st day of May, 2001



Notary Public in and for The State of Texas

INDIVIDUAL

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared _____ [name],
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
he/she executed the same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office, this the ____ day of _____, 20____.

Notary Public in and for The State of Texas

RETURN TO:

NOTE:

Rudy Moreno, Jr.
City of Houston
Dept. of Public Works and Engineering
306 McGowen, 2nd Floor
P. O. Box 131927
Houston, Texas 77219-1927

Following recordation with Harris County Clerk,
original document must be returned to City of
Houston, Department of Public Works and
Engineering for final approval and endorsement
by City. This document not valid without Harris
County Clerk's recording code and City of
Houston endorsement below:

PW-9873C
Revised April, 2000

Original received by _____
Date _____ 20____

Exhibit A

Description of Property, Easement and Encroachment

1. An encroachment of varying distances of an existing iron picket fence into, and primarily running parallel with the 10 foot storm sewer easement, such easement recorded in the Official Public Records of Real Property of Harris County, Texas as Clerk's File No. J993924 and located along the northwesterly property line of lot 11 of the Glen Cove Addition, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 163, page 98, of the map records of Harris County, Texas. This encroachment has existed approximately one year. The address is known as 6038 Glen Cove, Houston, Texas, 77007.
2. An encroachment of an iron picket fence into the 10 foot storm sewer easement, such easement recorded in the Official Public Records of Real Property of Harris County, Texas as Clerk's File No. J993924 and located along the northwesterly property line of lot 11 of the Glen Cove Addition, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 163, page 98, of the map records of Harris County, Texas. The fence will be built along the southwesterly property line of lot 11 of the Glen Cove Addition, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 163, page 98, of the map records of Harris County, Texas, to the point the southwesterly property line meets the northwesterly property line of Lot 11. The street address is 6038 Glen Cove, Houston, Texas 77007.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JUN 18 2001



Dorothy B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

CONST
7
D
CONSENT TO ENCROACHMENT OVER CITY EASEMENT

Pursuant to Chapter 10, Article II

PW-9873C

Revised April, 2000

Code of Ordinances, City of Houston, Texas

V111940

Key Map _____

Quadrant _____

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

06/18/01 300557136 V111940

\$17.00

WHEREAS, the undersigned (hereafter referred to as "Applicant", whether one or more), has made application to the City of Houston ("City"), as provided in Chapter 10 Article II, Code of Ordinances, City of Houston, Texas, for consent to build, construct or erect a building, structure, edifice or other site improvements (hereafter the "Improvements") over and across a City easement (the "Easement"), and heretofore constructed utility project (whether sanitary sewer, storm sewer, water main, electric line conduit, gas lines, telephone conduit, or a combination of same); and

WHEREAS, Applicant is either (a) the current fee title owner of the property underlying the Easement(s) or (b) if not the fee title owner of the property underlying the Easement(s), has secured and attached hereto the notarized written consent of such fee title owner for the construction, operation and maintenance of the Improvements upon the Easement(s); and

WHEREAS, the Director of Public Works and Engineering (the "Director") has reviewed Applicant's request and found that Applicant has agreed to construct the Improvements in accordance with the provisions of Article II, to which reference is made here for all purposes, and the terms and conditions of this consent.

NOW THEREFORE, in consideration of the premises, the consent hereby granted by the City and Applicant's agreement to comply with and be bound by the terms of Article II and the terms set forth herein, City, acting solely in its capacity as the holder of the Easement(s), does hereby consent to Applicant's construction or installation of the Improvements within the Easement(s), limited specifically to the type, nature and location as shown on Applicant's attached plans and specifications, as approved by the Director, and described as follows, to-wit:

SEE EXHIBIT A

FILED
JUN 18 PM 1:44
COUNTY CLERK
HARRIS COUNTY TEXAS

This consent is granted by City and accepted by Applicant subject to all of the following terms and conditions, in addition to the provisions of Article II:

1. The City is acting hereby only in its capacity as the holder of the Easement(s) and nothing herein shall be deemed or construed to grant any rights, or authorize the use of the Easement(s) contrary to the rights of the City in and to the use of such Easement(s), except as specifically provided herein.
2. This consent applies for the life of the Improvements listed herein only, and in no event longer than City shall own or hold the Easement(s), and no additional encroachment of any nature whatsoever is now or hereafter authorized by this consent.
3. No material alteration to, or any expansion of, the Improvements will be made without the prior written consent of the City, which consent may be withheld with or without cause, at the City's sole discretion.
4. This consent is not a building permit and Applicant must obtain any required building or other applicable permit for the Improvements from the Department of Public Works and Engineering.
5. If the City shall determine at any time, in its sole discretion, that it is desirable or necessary, for the purposes of properly maintaining, adding to, substituting, altering, removing, repairing or replacing any of its facilities now or hereafter located or to be located within the Easement(s), City shall require Applicant to remove, relocate or alter all or a portion of the Improvements. Applicant shall comply fully and immediately after being notified by the Director or his or her designee, at Applicant's sole expense. In the event of an emergency, or the occurrence of other circumstances affecting the public health, safety or welfare, the City shall have the right and option to remove, relocate or alter the Improvements in connection with such emergency or occurrence, and Applicant shall immediately pay to City, upon demand, any costs or expenses incurred by City in effecting such removal, relocation and/or alteration of the Improvements.
6. If Applicant fails to comply with any City directive to remove, relocate or alter all or a portion of the Improvements within thirty (30) days after written demand from the Director, or his or her designee, the City shall have the right and option to perform such removal, relocation or alteration at the expense of Applicant, who shall reimburse the City for all costs and expenses incurred by the City in connection therewith immediately upon demand.
7. If the construction, replacement, maintenance, operation, removal, relocation or alteration of the Improvements by Applicant cause any damage to any City facilities or improvements located within the Easement(s), Applicant shall pay all costs to repair or replace said City facilities or improvements immediately upon demand by the City.

8. RELEASE AND INDEMNITY OF CITY BY APPLICANT:

A. APPLICANT HEREBY AND ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, RELEASES THE CITY, ITS ELECTED AND APPOINTED OFFICIALS, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES AND ITS FORMER, PRESENT, AND FUTURE AGENTS, SERVANTS, EMPLOYEES AND ALL AFFILIATED PERSONS OR ENTITIES (COLLECTIVELY, THE "CITY") FROM:

1. (i) ANY AND ALL LIABILITY FOR ANY LOSS OR DAMAGE TO APPLICANT'S STRUCTURE(S) OR OTHER IMPROVEMENT(S) CAUSED BY, ARISING OUT OF, RESULTING FROM, OR RELATED TO ANY INSTALLATION, REMOVAL, RELOCATION OR ALTERATION THEREOF BY THE CITY PURSUANT TO THIS CONSENT; AND/OR
- (ii) ANY AND ALL LIABILITY FOR ANY LOSS OR DAMAGE TO APPLICANT'S STRUCTURE(S) OR OTHER IMPROVEMENT(S) CAUSED BY, ARISING OUT OF, RESULTING FROM, OR RELATED TO THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION TO, OR SUBSTITUTION OF ANY CITY FACILITIES LOCATED WITHIN THE EASEMENT(S).

EVEN IF THE CITY'S ACTUAL OR ALLEGED SOLE AND/OR CONCURRENT NEGLIGENCE IS ONE CAUSE OF, CONTRIBUTED TO, OR CAUSED ANY SUCH LOSS OR DAMAGE; AND

2. ANY AND ALL LIABILITIES, CLAIMS, LOSSES, JUDGMENTS, FINES, DEMANDS, DAMAGES OR INJURIES TO PERSONS OR PROPERTY, COSTS OR EXPENSES ("CLAIMS") ARISING OUT OF, RELATED TO, OR TOUCHING UPON THIS CONSENT OR ANY OF THE RIGHTS AND OBLIGATIONS ARISING HEREUNDER, INCLUDING WITHOUT LIMITATION, CLAIMS CAUSED BY OR ARISING FROM THE ALLEGED OR ACTUAL SOLE AND/OR CONCURRENT NEGLIGENCE OF THE CITY; AND

B. APPLICANT HEREBY, AND ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS OF, FROM, AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, AND CAUSES OF ACTION TO WHICH THE CITY MAY BECOME SUBJECT, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR COMMON LAW OR PURSUANT TO THE TEXAS OR U. S. CONSTITUTION, INCLUDING WITHOUT LIMITATION, ALL COURT COSTS, EXPERT WITNESS FEES, EXPENSES, INVESTIGATION EXPENSE, LEGAL RESEARCH, AND ALL COSTS OF APPEAL INVOLVING LITIGATION, ARISING OUT OF, RELATING TO, OR IN ANY WAY TOUCHING UPON:

1. THE GRANTING BY THE CITY OF CONSENT FOR THE INITIAL ERECTION AND PLACEMENT OF APPLICANT'S PROPOSED STRUCTURE(S) OR OTHER SITE IMPROVEMENT(S) TO ENCROACH OVER THE EASEMENT(S); AND/OR
2. THE GRANTING BY THE CITY OF CONSENT FOR THE APPLICANT TO CONTINUE TO MAINTAIN AND USE APPLICANT'S EXISTING STRUCTURE(S) OR OTHER SITE IMPROVEMENTS PRESENTLY ENCROACHING OVER THE EASEMENT(S); AND/OR
3. THE USE, OPERATION, OR MAINTENANCE OF APPLICANT'S PROPOSED STRUCTURE(S) OR OTHER SITE IMPROVEMENT(S) ON OR ABOUT THE PREMISES ON WHICH THE EASEMENT(S) ARE SITUATED; AND/OR
4. THE CONTINUED USE, OPERATION, OR MAINTENANCE OF APPLICANT'S EXISTING STRUCTURE(S) OR OTHER SITE IMPROVEMENT(S) ON OR ABOUT THE PREMISES ON WHICH THE EASEMENT(S) ARE SITUATED; AND
5. ANY CLAIM ALLEGED OR BROUGHT BY ANY PERSON OR ENTITY, INCLUDING WITHOUT LIMITATION: APPLICANT'S AGENTS, SERVANTS, CLIENTS, INVITEES, JOINT VENTURERS, HEIRS, SUCCESSORS, ASSIGNS, LESSEES, CONTRACTORS, AND/OR BY ANY OTHER INTEREST HOLDERS AND/OR ROYALTY INTEREST HOLDERS, AGAINST THE CITY IN CONNECTION WITH SUBPARAGRAPHS 1, 2, 3 AND/OR 4 ABOVE.

C. APPLICANT'S AGREEMENT TO PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS SET FORTH HEREIN EXPRESSLY EXTENDS TO ANY JOINT, CONCURRENT, OR SOLE NEGLIGENCE, AS WELL AS ANY AND ALL STRICT, STATUTORY, OR CONSTITUTIONAL LIABILITY OF THE CITY.

CITY OF HOUSTON

BY: 

Paul R. Nelson
Deputy Assistant Director,
Department of Public Works and Engineering

(Date) 

ACCEPTANCE BY APPLICANT

In consideration of the premises, the undersigned Applicant (whether one or more), being the fee title Owner(s) of the property underlying the Easement(s) described above, or acting with the knowledge and attached notarized written consent of such Owner(s), by the acceptance and execution hereof, does hereby covenant, agree, and bind itself, its heirs, executors, administrators, successors, and assigns to comply with and be bound by all the terms and conditions of said Article II and this consent.

ACCEPTED THIS 23rd day of May 2001

Stephen L. Way
[Signature]

Stephen L. Way

[Printed name]

6038 Glen Cove and

[Address]

10 East Bend Lane

Houston, Texas 77007

Phone (713) 864-7778

No objection offered by below listed
City of Houston Departments:

No objection offered by below listed Utility
Companies as evidenced by attached Letters:

AN REVIEW SECTION - WASTEWATER

HOUSTON LIGHTING & POWER CO.

MLP (Bill) Crowl 6-5-2001

Letter dated: D/A M

Bill Crouch

(Date)

AN REVIEW SECTION - WATER

SOUTHWESTERN BELL TELEPHONE CO.

Moe Mata 6-1-01

Letter dated: D/A M

Moe Mata

(Date)

AN REVIEW SECTION - STORM SEWER

ENTEX, INC.

Kumar Arya 6/5/01

Letter dated: D/A M

Kumar Arya

(Date)

AN REVIEW SECTION - OPERATIONS SUPPORT

OTHER

Rudy Moreno, Jr. 6/8/01

Letter dated: D/A M

Rudy Moreno, Jr.

(Date)

UTILITIES MAINTENANCE

LETTERS COMPILED AND ATTACHED

PROVED

BY:

Speight

(Date)

Rudy Moreno, Jr.

(Date)

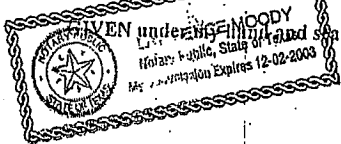
APPROVED

Speight

(Date)

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Ray L. Nelson [name], Deputy Assistant Director, Department of Public Works and Engineering of the City of Houston, Texas 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 as the act and deed of the City of Houston, Texas.



GIVEN under my hand and seal of office, this the 11 day of JUNE 2004
[Signature]
Notary Public in and for The State of Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared _____ [name], _____ [title], of _____ [name of corporation], a _____ [state of incorporation] corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

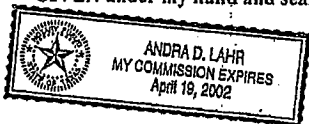
GIVEN under my hand and seal of office, this the ____ day of _____ 20____.

Notary Public in and for The State of Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Stephen L. Way [name], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office, this the 3rd day of May 2004.



[Signature]
Notary Public in and for The State of Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared _____ [name], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office, this the ____ day of _____ 20____.

Notary Public in and for The State of Texas

RETURN TO:

NOTE:

Rudy Moreno, Jr.
City of Houston
Dept. of Public Works and Engineering
306 McGowen, 2nd Floor
P. O. Box 131927
Houston, Texas 77219-1927

Following recordation with Harris County Clerk, original document must be returned to City of Houston, Department of Public Works and Engineering for final approval and endorsement by City. This document not valid without Harris County Clerk's recording code and City of Houston endorsement below:

PW-9873C
Revised April, 2000

Original received by _____
Date _____ 20____

Exhibit A

Description of Property, Easement and Encroachment

An encroachment of varying distances of an iron picket fence (shown by a dotted orange line on the attached survey) into:

- (a) a 10 foot storm-sewer easement, such easement recorded in the Official Public Records of Real Property of Harris County, Texas as Clerk's File No. J993924 and located along the **northwesterly property line of lot 11 of the Glen Cove Addition**, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 163, page 98, of the map records of Harris County, Texas;
- (b) a 10 foot storm sewer easement, such easement recorded in the Official Public Records of Real Property of Harris County, Texas as Clerk's File Nos. K340452 and K340454 and located along the **southerly property line of lots 12 and 13 of the Arlington Court Subdivision**, described as lots 1 - 58 in Arlington Terrace, Section, a subdivision established pursuant to the plat filed in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. M911990 and recorded under Film Code No. 347066 in the Map Records of Harris County, Texas; and
- (c) a 20 foot storm sewer easement, such easement recorded in Volume 347, Page 66 of the Map Records of Harris County and located along the **southwesterly property lines of lots 13, 14 and 15 of the Arlington Court Subdivision**, described as lots 1 - 58 in Arlington Terrace, Section, a subdivision established pursuant to the plat filed in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. M911990 and recorded under Film Code No. 347066 in the Map Records of Harris County, Texas.

Lot 11 referenced in section (a) above has the street address of 6038 Glen Cove, Houston, Texas 77007, and is in the Glen Cove Addition, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 163, page 98, of the map records of Harris County, Texas.

Lots 12, 13, 14, and 15, referenced in (b) and (c) above, all have the same street address of 10 East Bend Lane, Houston, Texas, 77007 and are in Arlington Terrace Section Two, an addition in Harris County, Texas, according to the map or plat thereof, recorded in Volume 347, Page 66, of the map records of Harris County, Texas.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JUN 18 2001



Dorothy B. Kuyper
COUNTY CLERK
HARRIS COUNTY, TEXAS

H-260914.1