

Glendower Court POA Deed Restrictions

AMENDED AND RESTATED DECLARATION OF PROTECTIVE & RESTRICTIVE COVENANTS FOR GLENDOWER COURT

This agreement is between property owners of lots in the Glendower Court subdivision. The parties to this agreement intend to restrict the use of the lots owned by them, so that all of the restricted lots will benefit from these protective covenants as a result of the preservation of the value and the character of the said lots.

Article One Definitions

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

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

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

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

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

1.6 “Glendower Court Property Owners Association” or “Association” shall mean the organization of property owners and residents or its designated successor under Charter #692797 with the Secretary of the State of Texas whose purpose is to address property, social and other concerns affecting the subdivision of Glendower Court. An important duty of the Glendower Court Property Owners Association shall be to institute, by declaration and petition drive or other means as provided by Chapter 204 of the Texas Property Code or other applicable law, deed restrictions and to maintain the residential character of the subdivision.

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

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

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

1.10 “Board” shall mean and refer to the Board of Directors of the Glendower Court Property Owners Association.

1.11 “Declaration” shall mean and refer to this Amended and Restated Declaration of Protective and Restrictive Covenants for Glendower Court.

Other definitions shall follow those of the Texas Property Code.

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Article Two Restrictions

2.1 Except as noted in Section 2.3 below, all properties shall be used for single family residential purposes only. The only permissible exception is a home office, or home/telephone business, incidental to the primary residential use of the property, to which the public is not invited, and for which there is no physical evidence in the way of signage, pedestrian and vehicular traffic which can be discerned from the street or a neighboring property. The permissible business or professional activity specifically excludes (by example but not as a limitation) food service, hostelry including “bed and breakfasts”, boarding and group houses, commercial day care centers, garage and yard sales, any sexually oriented business, antique, curiosity or other retail shops, galleries, hair or beauty salon, mortuary, industrial, manufacturing, motor vehicle and equipment repair, storage activities or any other business activity that would detract from the residential character of Glendower Court. Institutional and governmental uses of property, other than for consular residence, are prohibited, including schools, hospitals, clinics and nursing homes.

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

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

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

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

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

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

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

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

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

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

2.8 No more than one residence shall be constructed or permitted for every 4,500 square feet of contiguous property subject to these restrictions; provided, however, if any single family residence is currently constructed on contiguous property of 4,500 square feet or less, such residence shall not constitute a violation of this restriction and may be replaced by another single family residence without violating this restriction. The height of any structure shall not exceed forty (40) feet from the natural grade to the top of the roof. Except as noted in Section 2.3 above, each and every lot is hereby restricted to one (1) single family residence and related outbuildings and improvements, and use for single family residential purposes exclusively, and no single family residence shall be occupied by more than a single family.

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

2.10 Satellite dishes shall not be visible from the street. Free-standing mail boxes shall not be sited within eight (8) feet of the sidewalk.

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

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

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

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

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

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

Article Three General Provisions

3.1 These restrictions and covenants shall be deemed running with the land, and those acquiring title, including lien holders, as well as their successors in title, renters, lessees or occupants shall be bound by these restrictions in perpetuity, unless otherwise amended. Violations of any restriction, condition or covenant herein shall give Glendower Court Property Owners Association the right, upon prior written notice, to enter upon property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. If any person, including a renter, lessee, occupant, or property owner, shall violate or attempt to violate any of these conditions or restrictions, any person owning property subject to these restrictions, the Glendower Court Property Owners Association or its successor, the City of Houston, and/or the County of Harris may take whatever legal action is necessary to enforce these restrictions. The authority of the Board to enforce the Declaration shall not affect the right of any owner to commence and maintain actions and suits to restrain and enjoin any violation or threatened violation of the provisions of this Declaration (except those provisions in Article Five related to assessments) by another owner. If any of these restrictions are held to be invalid or unenforceable, then that holding shall be construed narrowly; none of the other restrictions shall be affected or impaired but shall remain in full force and effect. Failure to enforce any restriction shall not waive the right to subsequently enforce restrictions. The persons violating this Declaration shall be responsible for paying any and all court costs, attorney's fees, and other costs that are incurred by either the Association or any owner in enforcing the provisions of this Declaration. The Board shall have the authority to interpret provisions of this Declaration so as to be consistent with the general interests and purposes of the Declaration. The Board shall also have the power to and may allow reasonable variances and adjustments to the restrictions set forth herein in order to

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overcome practical difficulties and to prevent unnecessary hardships in the application of the restrictions contained herein. If the Board allows a variance from, or otherwise adjusts, this Declaration's restrictions in a particular instance, the person who otherwise would be violating these restrictions shall be deemed in compliance with these restrictions to the extent of the variance or adjustment.

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

3.3 The provisions of this Declaration may be amended at any time by any means provided by this Declaration or applicable law, including an instrument, ballot or petition signed by, or the affirmative vote at a meeting of the Association of, not less than fifty percent (50%) of the owners of the existing restricted lots. No amendment shall be effective until recorded in the County Clerk's records of Harris County, Texas.

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

3.5 These restrictions shall apply to all property owners and all properties.

3.6 Property previously deleted or excluded from coverage of these deed restrictions may subsequently be included under the provisions of these restrictions at any future date by a statement filed in accordance with the Texas Property Code, by signing a Petition to Amend and Restate Declaration of Protective & Restrictive Covenants for Glendower Court, or by any other method or manner authorized by the Texas Property Code.

Article Four

Architectural Control Committee

4.1 An Architectural Control Committee (the "Committee") shall be appointed by the Board, at its discretion. If no Committee is appointed, the Board shall serve as the Committee. No residence, building, fence, wall, or other structure shall be commenced upon any lot or on any properties in Glendower Court, nor shall any exterior addition, change or alteration, be made, until the plans and specifications showing the nature, kind, shape, height, colors, materials, and location of the same shall have been submitted to, and approved in writing by, the Committee as to harmony of external design, location in relation to surrounding structures and topography, and consistency or acceptability in relation to the then prevailing norms for such construction, addition, change, or alteration in the Glendower Court subdivision.

4.2 Neither the Committee nor the Association shall be held responsible for any loss or damage, or be liable in any way whatsoever for any errors or defects, which may or may not be shown on plans and specifications submitted to the Committee for approval, or in any building or structure erected in accordance with such plans and specifications or otherwise.

4.3 Notwithstanding anything else herein to the contrary, the Committee shall have the right, power, and authority to approve a variation or modification from any restrictions contained in this Declaration including those restrictions applicable to the architectural or landscape design of any lot, when in the opinion of the Committee such modification or variation shall be appropriate and shall not detract from the quality or attractiveness of the property, or when unusual

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characteristics of a lot (such as shape or topography) or other circumstances warrant a variation. Such authorization must be requested in writing and must be approved in writing by the Board.

Article Five Covenants for Dues

5.1 Each lot shall be subject to an annual dues assessment of \$200 per year. The amount of the dues for each lot may be increased or decreased by the Association from time to time, but not more often than once per year. The dues will be for the period January 1 through December 31 of each calendar year and are due no later than 5:00pm on January 31 of each year, or such other time or times during the year as the Board may find convenient, or may submit invoices for payment.

5.2 If the Board at any time, or from time to time, determines the annual dues are insufficient to provide for the continued operation of the subdivision, then the Board shall have the authority to levy such special assessments as it deems necessary to provide for such continued maintenance and operation of the subdivision. No special assessment shall be effective until the same is approved in writing by members holding at least a majority of the votes in the Association, or by a majority at any regular or special meeting of the members. If so approved such special assessment shall be binding on all properties and persons subject to this Declaration.

5.3 Annual dues and special assessments shall be held, managed, invested, and expended by the Board, at its discretion, for the benefit of the subdivision and the owners of the lots therein. The Board may use assessments for any purpose that promotes the property value, recreation, health, safety, and welfare of the owners, including, but not limited to, costs of enforcement of these restrictions, covenants, and conditions, business costs of the Association, maintenance of any common area, security patrols or other security procedures, and other purposes as the Board may deem to be in the subdivision's best interest.

5.4 Annual dues and special assessments are payable to the Association and such dues and assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such charge is made. Such lien or liens provided herein as security for the charge shall be in favor of the Association and shall be for the benefit of all other lot owners.

5.5 Any unpaid dues or other assessment shall give the Board the right to bring an action at law to collect any unpaid dues or other assessment or to enforce the lien against the property and the owner personally obligated to pay the assessment, and to take whatever other legal action is necessary to protect the rights of the Association or the remaining owners; provided, however, that the lien created hereby for unpaid dues or other assessments may not be enforced by foreclosure except upon the sale or other conveyance of the property upon which the lien attaches. If such assessments become delinquent and collection is made necessary by an attorney, then court costs and reasonable attorney fees shall also be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.