

LAZYBROOK RESTRICTIONS, SECTION 3
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Now therefore, KNOW ALL MEN BY THESE PRESENTS: That TAYLOR REALTY COMPANY, a Texas Corporation, domiciled in Harris County, Texas, does for the purpose of creating and carrying out a uniform plan for the improvement and sale of lots in said addition as a first class restricted district, does hereby establish the following restrictions upon the use of said above described property and such restrictions shall be referred to, adopted and made a part of each and every contract and Deed executed by or on behalf of TAYLOR REALTY COMPANY, conveying said property or any part thereof by appropriate reference to these reservations and restrictions, making the same a part of such conveyance to all intent and purposes as though incorporated at length therein; and said restrictions shall be and are hereby imposed upon each lot in said addition for the benefit of each and every other lot and shall constitute covenants running with the land and shall inure to the benefit of TAYLOR REALTY COMPANY, its successors and assigns, and to each and every purchaser of land in said addition, and their heirs and assigns; and each such contract and Deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions stated herein.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed one story in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant. Rental of such servants quarters, however, is strictly prohibited. However, it is expressly provided that one owner of two adjacent lots, or parts thereof, may build one structure on the two lots or parts thereof, in accordance with this restriction in which event the outer lot lines of the building site thus created will be considered the side lot lines for all purposes herein, provided, however, that the partition of adjacent lots shall create no lot having a front footage less than sixty (60) feet, or no lot having an area of less than seven thousand (7000) square feet.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Committee.

3. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat; and not less than five (5) feet from the side property lines, provided, however, that in the case of garages, the building line shall be three (3) feet from the side property line.

4. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than one thousand one hundred (1,100) square feet. All buildings shall have a minimum of fifty-one (51) percent brick veneer or natural stone veneer construction. Without in any way limiting the provisions of the preceding sentence, it is expressly provided that no exterior walls of any dwelling unit shall be constructed of asbestos shingles, concrete blocks or stucco.

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The type of exterior walls to be constructed in any dwelling unit must be approved in writing by the Architectural Control Committee before construction is begun.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in this subdivision, and as to location of the building with respect to topography and finished ground elevation by the committee composed of ELTON BRINBERRY, VERLAN PRICHARD AND JAMES S. LYON, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease January 1, 1981. Thereafter the approval described in these covenants shall not be required, unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in the subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

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

8. No spiritous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, offered for sale on said property or any part thereof, nor shall said property or any part thereof be used for illegal or immoral purposes.

9. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence; except that builders actually engaged in the construction of residences on any of the property shall be entitled to erect and maintain temporary buildings necessary in connection with such construction, provided, however, that all such temporary buildings must be removed from the property not later than December 31, 1958.

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

11. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or large signs used by a builder to advertise the property during the construction and sale period.

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

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

14. No individual water supply system shall be permitted on any lot.

15. No individual sewage disposal system shall be permitted on any lot.

16. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

17. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same line of sight limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such straight lines.

18. The foregoing restrictions shall be applicable to all lots shown on the recorded map of Lazybrook Addition above referred to.

As to the strip of land lying North of Block II, the north line of Lazybrook Drive and the north and northeast lines of Block VI, extending from the west line of Lazybrook Addition to the west line of

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the most eastern 250 foot strip which lies adjacent to the Houston Lighting and Power Company right-of way, and as to that portion of the most eastern 250-foot strip lying South of the City of Houston's sanitary sewer easement TAYLOR REALTY COMPANY agrees that the same shall not be used for any purpose other than the erection thereon of detached single family residences and that the forgoing restrictions as to the size of building sites and of the main residence buildings shall be applicable to any lots subdivided within this strip. TAYLOR REALTY COMPANY reserves the right to establish building lines and to dedicate street right-of-way and public utility easements over said strips of land as may be deemed necessary in the orderly development of the property.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under then for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots, has been recorded, agreeing to change said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, or to recover damages.

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

EXECUTED this 1st day of November, 1954.

ATTEST:

TAYLOR REALTY COMPANY

(signed)

(signed and sealed)

By

(R. S. Pearson) Secretary

(J. E. Lyon) President

The undersigned, being the owners and holders of liens against the property covered by the foregoing restrictions, do hereby acknowledge that the liens held by the undersigned shall be subject to the restrictions and covenants contained in the contained in the foregoing instrument.

EXECUTED this 1st day of November, 1954.

506-30-1082

2. The Restrictions cover those Lots described in the Map or Plat for Lazybrook, Section 3, recorded in Volume 48, Page 12, of the Map Records of Harris County, Texas.

3. Section 19 of the Restrictions provides that the covenants contained in the Restrictions "are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots, has been recorded, agreeing to change said covenants in whole or in part (emphasis added)."

4. More than twenty-five years have passed from and after the date the Restrictions were recorded, and the undersigned majority of the present owners of the Lots in Lazybrook, Section 3, agree that the Restrictions shall be changed and amended in certain respects.

5. The following amendments are hereby approved by the undersigned Lot Owners in Lazybrook, Section 3, shown on the attached Exhibit "A" owning a majority of the Lots in Lazybrook, Section 3:

506-30-1083

I.

Amendment No. 1:

Section 6 shall be amended by deleting the existing Section 6 in its entirety and substituting in lieu thereof the following reinstated Section 6:

"6. No building shall be erected, placed or altered on any Lot in this subdivision until the building plans, specifications, and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in this subdivision, and as to location of the building with respect to topography and finished ground elevation by the Architectural Committee (hereinafter defined). The Architectural Committee shall have final authority to approve or disapprove the design or location of any such buildings. In the event said Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with.

None of the members of such Architectural Committee shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Architectural Committee shall continue for as long as these Restrictions are in force and effect.

The Architectural Committee shall be organized within thirty (30) days after the recording of this document as a standing committee of the Lazybrook Civic Club of Houston (the "Civic Club"). Such Architectural Committee shall be organized for the sole purpose of acting pursuant to this Section 6, and shall consist of not less than three (3) and not more than seven (7) members. The number of and the initial members of the Architectural Committee shall be set by and appointed by the President of the Civic Club with the approval of the majority of the members of the Executive Committee

506-30-1084

of the Civic Club and shall serve until the first annual meeting of the members of the Civic Club following the recording of this Amendment. At such first annual meeting of the members following the recording of this Amendment, the members of the Architectural Committee shall be nominated and elected at large at the annual meeting(s) of the Civic Club. To qualify for membership on the Architectural Committee, such member must be a Lot Owner of any lot in any section of Lazybrook, but need not be a member of the Civic Club.

At such first annual meeting of the members following the recording of this Amendment, a minimum of three and a maximum of seven individuals shall be elected from nominations made from the floor, and:

- (i) if three members are elected, the member receiving the highest number of votes shall serve an initial three year term; the member receiving the second highest number of votes shall serve an initial two year term, and the member receiving the third highest number of votes shall serve an initial one year term.
- (ii) If four members are elected, the two members receiving the two highest number of votes shall serve initial three year terms; the member receiving the third highest number of votes shall be elected to an initial two year term; and the member receiving the fourth highest number of votes shall be elected to an initial one year term.
- (iii) If five members are elected, the two members receiving the two highest number of votes shall serve initial three year terms; the two members receiving the next two highest number of votes shall serve initial two year terms; and the one member receiving the next highest number of votes shall serve an initial one year term.
- (iv) If six members are elected, the two members receiving the two highest number of votes shall serve initial three year terms; the two members receiving the next two highest number of votes shall serve initial two year terms; and the two members receiving the next two highest number of votes shall serve initial one year terms.

506-30-1085

- (v) If seven members are elected, the three members receiving the three highest number of votes shall serve initial three year terms; the two members receiving the next two highest number of votes shall serve initial two year terms; and the two members receiving the next two highest numbers of votes shall serve initial one year terms.

Upon the expiration of the initial terms described above, each member of the Architectural Committee shall serve for a three (3) year term on the Architectural Committee or until his successor is elected. Any vacancies occurring on the Architectural Committee between Annual Meetings shall be filled by the appointment of the President of the Civic Club with the consent of the majority of the then serving Architectural Committee members, and such appointee shall serve until the next annual meeting of the members of the Civic Club when his successor shall be elected for the remainder of the term. The Civic Club shall have the power and authority to enforce any and all decisions or actions of the Architectural Committee, by any lawful means, including, without limitation, the filing of a lawsuit seeking injunctive relief, damages, and/or attorney's fees. This right and authority is without exclusion to the right of any other Lot Owner to enforce the Restrictions and/or decisions or actions of the Architectural Committee.

The Architectural Committee shall meet on a regular basis (not less often than quarterly) at such time and on such dates as may be established by the Architectural Committee. If the Architectural Committee consists of three members, its quorum to conduct any business shall be two members, in person. If the Architectural Committee consists of four or five members, its quorum to conduct any business shall be three members, in person. If the Architectural Committee consists of six (6) or seven (7) members, its quorum to conduct any business shall be four members, in person. The majority of the members present at any meeting of the Architectural Committee where a quorum is present shall decide any matters which come before the Architectural Committee. A tie vote shall be deemed to be a rejection of the matter brought before the Architectural Committee. The Architectural Committee shall adopt and maintain (and amend or modify

506-30-1086

at any time and from time to time) such policy, resolutions, or rules pertaining to the application, approval and rejection process. Until or unless the Architectural Committee adopts specific Bylaws for its operation (without any such requirement to do so), the meetings of the Architectural Committee shall be conducted in accordance with Roberts Rules of Order."

II.

Amendment No. 2:

Section 19 shall be amended by adding to the existing Section 19 the following provision:

"In addition to the foregoing, the Lazybrook Civic Club of Houston ("Civic Club") shall have authority and standing to enforce the covenants and restrictions herein contained, by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, or to recover damages."

The foregoing Amendments shall be deemed to be co-existent and co-terminous with the Restrictions, and shall be governed by the applicable terms, conditions, and provisions of the Restrictions.

Except as modified by the foregoing amendments, the Restrictions are, shall be, and shall remain in full force and effect and are hereby ratified, acknowledged, and confirmed.

The foregoing amendments are hereby approved, verified, and accepted by the respective Owners of the respective Lots in Lazybrook, Section 3, shown on the attached Exhibit "A".

506-30-1007

This instrument may be executed in multiple counterparts and the aggregate of all of such originals whether combined and recorded as one document or recorded in multiple documents shall constitute one original.

506-30-1088

EXHIBIT "A"

The undersigned respective Lot Owners in Lazybrook, Section 3, owning the respective Lot(s) shown next respectively to such Owner's name, hereby agrees and approves the amendments to the Lazybrook Restrictions, Section 3, fully set forth in the attached "First Amendment to the Lazybrook Restrictions, Section 3," and reference to Lots referring to such respective Lot being located in and constituting a part of Lazybrook, Section 3, as described in Volume 48, Page 12, of the Map Records of Harris County, Texas.

<u>OWNERS</u>	<u>LOT NO.</u>	<u>BLOCK NO.</u>
<u>Margaret B. Hooper</u> Signed Name	<u>1</u>	<u>7</u>
<u>MARGARET B. HOOPER</u> Printed Name		
<u>Frank L. Hooper</u> Signed Name	<u>1</u>	<u>7</u> (11)
<u>FRANK L. HOOPER</u> Printed Name		
<u>Victor G. Eifert</u> Signed Name	<u>3</u>	<u>7</u> 502
<u>Victor G. Eifert</u> Printed Name		
<u>Letha Fischer</u> Signed Name	<u>2</u>	<u>7</u>
<u>LETHA FISCHER</u> Printed Name		
<u>Robert Fischer</u> Signed Name	<u>2</u>	<u>7</u>
<u>ROBERT FISCHER</u> Printed Name		
_____ Signed Name	_____	_____
_____ Printed Name		

506-30-1089

EXHIBIT "A"

The undersigned respective Lot Owners in Lazybrook, Section 3, owning the respective Lot(s) shown next respectively to such Owner's name, hereby agrees and approves the amendments to the Lazybrook Restrictions, Section 3, fully set forth in the attached "First Amendment to the Lazybrook Restrictions, Section 3," and reference to Lots referring to such respective Lot being located in and constituting a part of Lazybrook, Section 3, as described in Volume 48, Page 12, of the Map Records of Harris County, Texas.

<u>OWNERS</u>	<u>LOT NO.</u>	<u>BLOCK NO.</u>
<u>Arian C. Brawner</u> Signed Name	<u>9, 9A, 10A</u>	<u>7</u>
<u>Susan C. BRAWNER</u> Printed Name		
<u>Bill G. Chate</u> Signed Name	<u>7</u>	<u>7</u>
<u>Bill G. Chate</u> Printed Name		
<u>Brad Brawner</u> Signed Name	<u>9, 9A, 10A</u>	<u>7</u>
<u>Brad Brawner</u> Printed Name BRAD BRAWNER		
<u>Marleen J. Mocsary</u> Signed Name	<u>7</u>	<u>7</u>
<u>Marleen J. Mocsary</u> Printed Name		
_____ Signed Name	_____	_____
_____ Printed Name		
_____ Signed Name	_____	_____
_____ Printed Name		

Yes

506-30-1090

EXHIBIT "A"

The undersigned respective Lot Owners in Lazybrook, Section 3, owning the respective Lot(s) shown next respectively to such Owner's name, hereby agrees and approves the amendments to the Lazybrook Restrictions, Section 3, fully set forth in the attached "First Amendment to the Lazybrook Restrictions, Section 3," and reference to Lots referring to such respective Lot being located in and constituting a part of Lazybrook, Section 3, as described in Volume 48, Page 12, of the Map Records of Harris County, Texas.

OWNERS
Dan Johnston
Signed Name
Dan Johnston
Printed Name

LOT NO.
TR B & BA, #10C

BLOCK NO.
7

Zor

Tammie L Johnston
Signed Name
TAMMIE L JOHNSTON
Printed Name

LOT NO.
TR B & BA, #10C

BLOCK NO.
7

Signed Name

Printed Name

Signed Name

Printed Name

Signed Name

Printed Name

Signed Name

Printed Name

506-30-1091

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 25th
day of July, 1995 by MARGARET B. HOOPER.

Dorothy Richardson
Notary Public, State of Texas

DOROTHY RICHARDSON
Printed Name of Notary
My Commission Expires: 2-28-97



STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 25th
day of July, 1995 by FRANK L. HOOPER.

Dorothy Richardson
Notary Public, State of Texas

DOROTHY RICHARDSON
Printed Name of Notary
My Commission Expires: 2-28-97

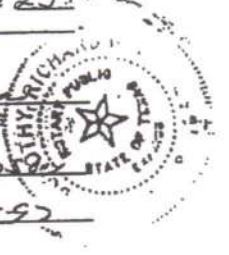


STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 25th
day of July, 1995 by VICTOR G. EIERT.

Dorothy Richardson
Notary Public, State of Texas

DOROTHY RICHARDSON
Printed Name of Notary
My Commission Expires: 2-28-97



506-30-1092

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 25th
day of July, 1995 by LETHA FISCHER.

Dorothy Richardson
Notary Public, State of Texas

DOROTHY RICHARDSON
Printed Name of Notary
My Commission Expires: 2-28-97



STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 25th
day of July, 1995 by ROBERT FISCHER.

Dorothy Richardson
Notary Public, State of Texas

DOROTHY RICHARDSON
Printed Name of Notary
My Commission Expires: 2-28-97

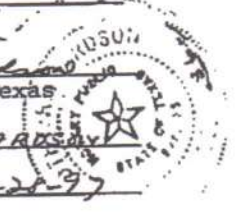


STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 25th
day of July, 1995 by SUSAN C. BRAWNER.

Dorothy Richardson
Notary Public, State of Texas

DOROTHY RICHARDSON
Printed Name of Notary
My Commission Expires: 2-28-97



506-30-1093

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 25th
day of July, 1995 by BILL G. CHATE

Dorothy Richardson
Notary Public, State of Texas

DOROTHY RICHARDSON
Printed Name of Notary
My Commission Expires: 2-28-97



STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 25th
day of July, 1995 by BRAD BRAUNER

Dorothy Richardson
Notary Public, State of Texas

DOROTHY RICHARDSON
Printed Name of Notary
My Commission Expires: 2-28-97

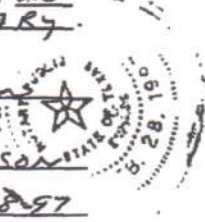


STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 25th
day of July, 1995 by MARLEEN J. MOCSARY

Dorothy Richardson
Notary Public, State of Texas

DOROTHY RICHARDSON
Printed Name of Notary
My Commission Expires: 2-28-97



506-30-1094

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 20th
day of November, 1995 by Dan Johnston



Mary R Honeycutt
Notary Public, State of Texas
Mary R Honeycutt
Printed Name of Notary
My Commission Expires: 11-98

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 20th
day of November, 1995 by Tommy Johnston



Mary R Honeycutt
Notary Public, State of Texas
Mary R Honeycutt
Printed Name of Notary
My Commission Expires: 11-1-98

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the _____
day of _____, 1995 by _____

Notary Public, State of Texas

Printed Name of Notary
My Commission Expires: _____

FILED
95 DEC -1 PM 3:51
Beauy L. Kefman
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 VOIDED 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

DEC 1 1995



Beauy L. Kefman
COUNTY CLERK
HARRIS COUNTY TEXAS