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DEED RECORDS

VOL 6570 PAGE 338

THE STATE OF TEXAS

COUNTY OF HARRIS [KNOW ALL MEN BY THESE PRESENTS: That, ELTON BRIMBERRY, hereinafter called "Grantor", being the owner of that certain 29.089 acre tract of land out of the Henry Reinerman Survey, in Harris County, Texas, which has heretofore been platted into that certain subdivision known as "LAZYBROOK, SECTION EIGHT", according to the plat of said subdivision filed for record in the office of the County Clerk of Harris County, Texas, on November 14, 1966, under Document File No. 407324, and desiring to create and carry out a uniform plan for the improvement, development, and sale of all the lots in said "Lazybrook, Section Eight," for the benefit of the present and future owners of said lots, does hereby adopt and establish the following reservations, restrictions, covenants and easements to apply uniformly on the use, occupancy and conveyance of all lots in LAZYBROOK, SECTION EIGHT, and each contract or deed which may be hereafter executed with regard to any of the lots in LAZYBROOK, SECTION EIGHT, shall conclusively held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants, easements, liens and charges, regardless of whether or not said reservations, restrictions, covenants, easements, liens and charges are set out in full in said contract or deed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That ELTON BRIMBERRY, 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 ELTON BRIMBERRY, 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 intents 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 insure to the benefit of ELTON BRIMBERRY, 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 herein stated.

A.

OWNERSHIP OF THE LAND

All lots in LAZYBROOK, SECTION EIGHT, as shown on the plat of said subdivision, are owned by ELTON BRIMBERRY.

B.

GENERAL LAND USE

All lots in said LAZYBROOK, SECTION EIGHT, shall be, and are hereby designated to be used for residential purposes only.

No septic tanks shall be constructed or maintained and no individual water wells shall be drilled, dug, or maintained on any portion of the property shown on said map of Lazybrook, Section Eight.

C.

COVENANTS APPLYING TO THE LAND

All lots or building plots in said LAZYBROOK, SECTION EIGHT, shall be and are hereby made subject to the following restrictions, covenants and conditions, to-wit:

1. SPECIFIC LAND USE:

A. No building shall be erected, altered, placed, or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two story in height and a private garage for not more than three cars; except that residences not exceeding two stories in height may be erected on any of the lots covered hereby, provided the Architectural Control Committee referred to below approves the lots upon which a one, a one-and one-half and two story residence building may be erected, in addition to approving the plans and specifications therefor.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY
MAR 03 2000

ATTEST:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Dolores I. Lopez
DOLORES LOPEZ

Deputy

This shall not prevent the erection of one-story quarters for bona fide servants employed on the premises by the occupant of the main residence thereon. Rental for such servants quarters, however, is strictly prohibited.

B. It is expressly provided that one owner of two adjacent residential 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 of less than 50 feet, or no lot having an area less than six thousand (6000) square feet.

2. ARCHITECTURAL CONTROL:

A. No building shall be erected, placed, or altered on any residential lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee referred to below. This approval shall include conformity, and harmony of external design with existing structure in the subdivision, and as to location of the building with respect to topography and finished ground elevation.

B. There is hereby created an Architectural Control Committee which shall be composed of three (3) members. The initial members shall be ELTON BRIMBERRY, M.C. BEHREND, and NORMA BRIMBERRY. A majority of the committee may designate a representative to act for the committee. In the event of death or resignation of any member of said committee, the remaining member, or members shall have full authority to designate and appoint a successor, or representative with like authority. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representatives, shall cease January 1, 1985. Thereafter the powers and duties of such committee described herein 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.

The Committee's approval or disapproval of any matter herein provided for shall be in writing. In the event said committee, or its designated representative fails to approve or disapprove, in writing, within thirty (30) days after any plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection under any such plans and specifications, or the making of any alterations, shall 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.

3. SIZE AND LOCATION OF STRUCTURES AND MATERIALS:

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

B. The ground floor area of any one story main residence structure, exclusive of open porches and garages, shall not be less than one thousand, four hundred (1,400) square feet. The ground floor area of any two story main residence building, exclusive of porches, garages, storage rooms, and/or servants quarters, shall not be less than four hundred (400) square feet.

C. All buildings shall be brick veneer or natural stone veneer on one story structure. The second story of any two story main residence building may have exterior walls of wood construction. These specifications shall in no way limit the provisions of the preceding sentences. It is expressly provided that no exterior walls of any dwelling shall be constructed of asbestos shingles, stucco, or concrete blocks. The type of exterior walls to be constructed in any dwelling

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A CERTIFIED COPY

MAR 03 2000

ATTEST:-

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Dolores E. Lopez
DOLORES LOPEZ

Deputy

DEED RECORDS
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unit must be approved in writing by the Architectural Control Committee before construction is begun.

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

4. TEMPORARY STRUCTURES:

No structure, trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that builders actually engaging 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 building must be removed from the property not later than December 31, 1972.

5. NUISANCES:

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.

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

6. SIGNS:

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.

7. BASEMENTS:

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

8. OIL AND MINING OPERATIONS:

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.

9. LIVESTOCK AND POULTRY:

No animals, livestock, fowl, rabbit, 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 they are not kept, bred, or maintained for any commercial purpose.

10. GARBAGE AND REFUSE DISPOSAL:

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 or disposal of such material shall be kept in a clean and sanitary condition.

11. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway 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 sight line 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 distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

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A CERTIFIED COPY

MAR 03 2000

ATTEST:

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Dolores T. Lopez
DOLORES LOPEZ

Deputy

DEED RECORDS
MAR 03 1990

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12. TERM OF ENFORCEMENT:

These covenants are to run with the land and shall be binding on all parties and all person 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.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation, or to recover damages. Invalidation of any one of these covenants, either by judgment or court order, shall in no wise affect the other provisions which shall remain in full force and effect.

Executed this 14th day of November, 1966.

Elton Brimberry
BY: ELTON BRIMBERRY, OWNER

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared ELTON BRIMBERRY, OWNER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said ELTON BRIMBERRY, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 14th day of November, A.D., 1966.

Mrs. C. L. Rabun
Mrs. C. L. Rabun, Notary Public
In and For Harris County, Texas

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A CERTIFIED COPY

ATTEST **MAR 03 2000**
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Dolores I. Lopez

DOLORES LOPEZ Deputy

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STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Harris County, Texas, as stamped hereon by me, on

NOV 14 1966



R. L. Herron
COUNTY CLERK
HARRIS COUNTY, TEXAS

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OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF
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THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: MAR 03 2000

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Dolores I. Lopez
DOLORES LOPEZ

Deputy