

THE STATE OF TEXAS }

COUNTY OF HARRIS }

WHEREAS, TAYLOR REALTY COMPANY is the owner of the following described tract of land out of the Henry Reiner mann 1/3 League Survey, in Harris County, Texas, particularly described as follows:

Seventy (70) acres of land out of the south 1/2 of the Henry Reiner mann 1/3rd League Survey, in Harris County, Texas, and being part of a tract of land conveyed by Laura Lackner et vir to Adolph Q. Lackner, Edgar E. Lackner and Fred W. Lackner, Jr. by Deed dated December 31, 1945, and recorded in Volume 1416, at Page 504 of the Deed Records of Harris County, Texas, the 70 acres being more particularly described by metes and bounds as follows, to-wit:

Beginning at a 3/4-inch iron pipe set in the north line of the south 1/2 of the Henry Reiner mann 1/3rd League Survey, in Harris County, Texas, at the northwest corner of a 30-foot strip conveyed by Laura Lackner et vir to Houston Lighting and Power Company by Deed dated August 27, 1929, and recorded in Volume 818, at Page 77 of the Deed Records of Harris County, Texas, and being the "SECOND TRACT" described in said Deed;

Thence South 0 deg. 29' 20" East 930.8 feet along the west line of said Houston Lighting and Power Company's 30-foot strip aforesaid to a 2-inch iron pipe set in the north line of West 18th Street (sometimes called West 18th Street Extension) based on 100 feet in width;

Thence West along the north line of said West 18th Street (sometimes called West 18th Street Extension) 3278.71 feet to a 3/4-inch iron pipe;

Thence North 929.6 feet to a 3/4-inch iron pipe set in the north line of the south half of the Henry Reiner mann 1/3rd League;

Thence South 89 deg. 58' 30" East along the north line of the south 1/2 of said Henry Reiner mann 1/3rd League 1412.06 feet to a 1 1/2-inch iron pipe set in such line;

Thence North 89 deg. 56' 40" East 1858.7 feet to the Place of Beginning, and containing 70 acres;
and, said TAYLOR REALTY COMPANY has subdivided and platted/said the major portion of property as shown by the plat of the said LAZYBROOK SUBDIVISION duly recorded in the office of the County Clerk of Harris County, Texas, under File No. 1321241, dated the 29th day of September, 1954.

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

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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

ATTEST: MAY 04 2000
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Sharon J. Grasshoff Deputy
SHARON J. GRASSHOFF

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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 herein stated.

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 of 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

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Architectural Committee.

3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback 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) per cent 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. 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, VERLIAN PRICHARD and JAMES E. 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 representative, fails to approve or disapprove such design and location

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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 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 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, or 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 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 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 or 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.

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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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight 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 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 ~~located in the Lazybrook Addition and the Lazybrook Addition~~ ^{City of Houston's} 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 foregoing restrictions as to the size of building sites and of 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 rights-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 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 covenant, either to restrain violation, or to recover damages.

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20. Invalidation of any one of these covenants by judgment 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

(R. S. Pearson) Secretary

By

(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 foregoing instrument.

EXECUTED this 1st day of November, 1954.

Fred W. Lackner, Jr.
(Fred W. Lackner, Jr.)

Edgar E. Lackner
(Edgar E. Lackner)

Fred W. Lackner, Jr.
(Fred W. Lackner, Jr.) Guardian
of the Estate of Adolph Q. Lackner.

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned, a notary public in and for said County and State, on this day personally appeared J. E. LYON, President of TAYLOR REALTY COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said TAYLOR REALTY COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 1st day of November, 1954.

[Signature]
Notary Public in and for Harris
County, Texas.

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THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned, a notary public in and for said County and State, on this day personally appeared FRED W. LACKNER, JR. and EDGAR E. LACKNER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 1st day of November, 1954.

Eva Jahnnke (Eva Jahnnke)
Notary Public in and for Harris
County, Texas.

THE STATE OF TEXAS }
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared FRED W. LACKNER, JR., Guardian of the Estate of ADOLPH Q. LACKNER, NCM, 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 in the capacity therein stated.

GIVEN under my hand and seal of office, this 1st day of November, 1954.

Eva Jahnnke (Eva Jahnnke)
Notary Public in and for Harris
County, Texas.

Filed for Record Nov. 3, 1954 at 2:30 o'clock P.M.
Recorded Nov. 30, 1954 at 11:12 o'clock A.M.
W. D. MILLER, Clerk County Court, Harris County, Texas
By W. D. Miller Deputy

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