

THE STATE OF TEXAS 0
COUNTY OF HARRIS 0

KNOW ALL MEN BY THESE PRESENTS

That ELTON BRIMBERRY hereinafter called "Grantor", being the owner of that certain 3.19 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 Four", according to the plat of said subdivision filed for record in the office of the County Clerk of Harris County, Texas, on October 18, 1956, under Document File Number 1668980, and desiring to create and carry out a uniform plan for the improvement, development and sale of all of the lots in said Lazybrook, Section Four, 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 Four, and each contract or deed which may be hereafter executed with regard to any of the lots in said Lazybrook, Section Four shall be 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 I, ELTON BRIMBERRY 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, do 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

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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

the benefit of each and every other lot and shall constitute covenants running with the land and shall inure to the benefit of Elton Brimberry, his heirs, executors and administrators 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.

RESIDENTIAL LOTS

1. All lots in said subdivision shall be used exclusively for residential purposes.

2. 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 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 for such servants quarters, however, is strictly prohibited. However, 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 sixty (60) feet, or no lot having an area of less than seven thousand (7,000) square feet.

3. 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.

4. No building shall be located on any residential lot nearer to the front lot line or nearer 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 lines, 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 lot line than the minimum building set-back lines shown on the recorded plat.

5. The ground floor area of the main residential structure, exclusive of open

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porches and garages, shall not be less than one thousand two hundred (1,200) square feet. All buildings shall be 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.

6. No building shall be erected, placed or altered on any residential 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 James E. Lyon, Elton Brimberry and R. W. Carey, 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 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 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, 1983. 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.

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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 or 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.

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 temporary buildings must be removed from the property not later than December 21, 1961.

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

13. 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.

14. 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.

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

18. 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 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.

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.

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 30th day of July 1958.

Elton Brimberry
Elton Brimberry

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THE STATE OF TEXAS 0
COUNTY OF HARRIS 0

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared ELTON BRIMBERRY, 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 30th day of July 1958.

W. Lewis Harrison
Notary Public in and for Harris
County, Texas

Filed for Record Aug 1, 1958 at 2:15 o'clock P. M.
Recorded Sept 11, 1958 at 8:38 o'clock A. M.
W. D. MILLER, Clerk County Court Harris County, Texas
By Elizabeth Owsen Deputy

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