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SECOND AMENDMENT TO
LAZYPBROOK RESTRICTIONS, SECTION 7

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This Second Amendment amends: Lazybrook Restrictions, Section 7, dated September 19, 1958, recorded on October 24, 1958, County Clerk File No A58055 as amended by that certain First Amendment to Lazybrook Restrictions Section 7, filed under Harris County Clerk No. R688693 of the Real Property Records of Harris County, Texas.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

§

§

This Second Amendment to Lazybrook Restrictions, Section 7 (the "Second Amendment"), dated as of respective dates shown below, is executed by the undersigned owners of the lots (hereinafter defined) in Lazybrook, Section 7 (hereafter defined), said owners representing a majority of the current lot owners and all voting in favor of this Second Amendment herein described as follows :

1. That TAYLOR REALTY COMPANY, a Texas Corporation, executed that certain document entitled "Lazybrook Restrictions, Section 7" on September 19, 1958 (the "Restrictions"). The Restrictions were recorded on October 24, 1958 recorded in County Clerk File No. A58055 of the Deed Records of Harris County, Texas and were amended by that certain First Amendment to Lazybrook Restrictions Section 7, filed under Harris County Clerk No. R688693 of the Real Property Records of Harris County, Texas (the "First Amendment").
2. The Restrictions together with the First Amendment cover those Lots described in the Map or Plat for Lazybrook, Section 7, recorded in Volume 53, Page 73, 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."
4. More than twenty-five (25) 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 7 agree that the Restrictions shall be changed and amended in certain respects.

5. The following amendment is hereby approved by the undersigned lot owners in Lazybrook Section 7, who are listed on the attached Exhibit "A", owning a majority of the lots in Lazybrook Section 7:

Amendment No 1:

Section 5 on page 3 of the Restrictions shall be deleted in its entirety and shall be replaced with the following amended and restated Section 5:

"5. The ground floor area of the main residential structure, exclusive of open porches and garages, shall not be less than one thousand two hundred (1,200) square feet. All residential structures shall be 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 building shall be constructed of asbestos shingles, concrete blocks or stucco. The type of exterior walls to be constructed on any building must be approved in writing by the Architectural Committee (defined in Section 6 below) before construction has begun."

6. Except as specifically amended in this Second Amendment, the Restrictions and the First Amendment shall remain in full force and effect and are hereby ratified, acknowledged and confirmed.

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

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RP-2019-199188

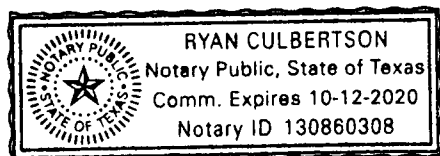
Exhibit "A"

The undersigned respective lot owners in Lazybrook Section 7, owning the respective lot(s) shown next respectively to such owner's name, hereby agrees and approves the amendments to the Restrictions for Section 7, fully set forth in this Second Amendment.

Owner Name	Address	Lot	Block	Signed
1 Anthony Dorsa	1907 Mill Creek	7	2	<i>[Signature]</i>
2 Barbara Stegent	2423 Lazybrook	30	9	<i>Barbara Stegent</i>
3 Crystal & Jeremy Hansen	2419 Lazybrook	29	9	<i>Crystal & Jeremy Hansen</i>
4 Ryan Meley	2415 Lazybrook	28	9	<i>[Signature]</i>
5 Maria T. Garcia	2323 Lazybrook	22	9	<i>Maria T Garcia</i>
6 Timothy & Valerie Brooks	2319 Lazybrook	21	9	<i>Tim & Valerie Brooks</i>
7 Norris Lang	2311 Lazybrook	19	9	<i>Norris & Larry</i>
8 William Brooker	2223 Lazybrook	22	8	<i>Will & Jan Brooker</i>
Giordano Lograsso				
9 Shantal Formia	2219 Lazybrook	21	8	<i>Shantal & Paul Formia</i>
10 Paul & Nancy Johnson	2205 Lazybrook	17	8	<i>Paul & Nancy Johnson</i>
Dennis Blanchard				
11 Susan Hoffman	2127 Lazybrook	15	8	<i>Susan Hoffman</i>
12 Tyler Spoele Sarah Hatley	2123 Lazybrook	14	8	<i>Tyler & Sarah Hatley</i>
13 Benn White	2303 Lazybrook	16	9	<i>Benn & R. White</i>
14 Chris Hale	2403 Lazybrook	24	9	<i>[Signature]</i>
15 Benjamin & Rose Brewer	2407 Lazybrook	26	9	<i>Ben & Rose Brewer</i>

State of Texas
County of Harris

This instrument was acknowledged before me on May 13th, 2019 by Anthony Dorsa, Barbara Stegent, Crystal & Jeremy Hansen, Ryan Meley, Maria T. Garcia, Timothy & Valerie Brooks, Norris Lang, William Brooker, Giordano Lograsso, Shantal Formia, Paul & Nancy Johnson, Dennis Blanchard, Susan Hoffman, Tyler Spoele, Sarah Hatley, Benn White, Chris Hale, Benjamin & Rose Brewer known to me to be the persons whose names are subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.



[Signature]
Ryan Culbertson
Expires: 10-12-2020

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RP-2019-199188

FILED FOR RECORD

12:20:58 PM

Tuesday, May 14, 2019

Diane Mautner

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 INVALID 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 hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Tuesday, May 14, 2019

Diane Mautner

COUNTY CLERK
HARRIS COUNTY, TEXAS



RP-2019-199188

THE STATE OF TEXAS 0
COUNTY OF HARRIS 0

58055A

KNOW ALL MEN BY THESE PRESENTS:

That TAYLOR REALTY COMPANY, a Texas Corporation, and ELTON BRIMBERRY both hereinafter called "Grantor", being the owner of that certain 5.126 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 Seven", 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 166285, 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 Seven, 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 Seven, and each contract or deed which may be hereafter executed with regard to any of the lots in said Lazybrook, Section Seven, 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 TAYLOR REALTY COMPANY, a Texas corporation and ELTON BRIMBERRY 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 and 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

cont

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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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 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.

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.

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

Sharon J. Grasshoff Deputy
 SHARON J. GRASSHOFF

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5. The ground floor area of the main residential structure, exclusive of open 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 Benberry 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 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, 1961. Thereafter the approval described in these covenants shall not be required, unless, prior to said date and effective thereon, a written instrument

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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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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 spirituous, 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 such temporary buildings must be removed from the property not later than December 31, 1958.

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,

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ATTEST: MAY 04 2000

BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

Sharon J. Grasshoff
SHARON J. GRASSHOFF, Deputy

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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.

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

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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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law or inequity 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 the 19 day of SEPTEMBER 1958.

ATTEST
Ann Carey
Assistant Secretary

TAYLOR REALTY COMPANY
By James E. Lyon - President

Elton Brimberry
ELTON BRIMBERRY
S. E. Babbitt
SEBABBITT

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 James 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 19 day of September 1958.

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 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.

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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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GIVEN under my hand and seal of office, this 19th
day of September 1958.

William R. Lill
Notary Public in and for Harris
County, Texas

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 S. Babbitt, known to
me to be the person whose name is subscribed to the foregoing instrument, and ac-
knowledged to me that he executed the same for the purposes and consideration
therein expressed.

GIVEN under my hand and seal of office, this _____
day of _____, 1958.

William R. Lill
Notary Public in and for Harris
County, Texas

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

KNOW ALL MEN BY THESE PRESENTS:

THAT SOUTHERN INVESTORS CONSTRUCTION CO., INC., a Texas corpora-
tion, being the lien holder of that certain 5.120 acre tract of land and
of the Henry Reihnerman Survey, in Harris County, Texas, which has hereto-
fore been platted into that certain subdivision known as "Dunwoood, Section
Seven", according to the plat of said subdivision filed for record in the
office of the County Clerk of Harris County, Texas, on October 1, 1950,
under Document File Number 100003, does hereby APPROVE, RATIFY and CONFIRM
the foregoing restrictions, reservations, covenants and easements and
does hereby in all things SUBORDINATE the liens held by it to said restric-
tions, reservations, covenants and easements, to the same extent that
said corporation would be bound had said corporation been a grantor in
the foregoing restrictive instrument.

EXECUTED at Houston, Texas, as of the 15th day of September, 1950.

SOUTHERN INVESTORS CONSTRUCTION CO., INC.

ATTEST:

Beverly B. Kaufman
Secretary

By William R. Lill
President

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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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. M. Muehle, President of SOUTHERN INVESTORS CONSTRUCTION CO., INC., 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 SOUTHERN INVESTORS CONSTRUCTION CO., INC., 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 the 6th day of October, A.D., 1958.

Glen M. Loggins
Notary Public in and for Harris County, Texas

Filed for Record October 21 1958 at 3:00 o'clock P.M.

Recorded January 3 1959 at 7:24 o'clock A.M.

W. D. MILLER, Clerk County Court Harris County, Texas

B. J. Miller

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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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