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Filed for Record Sept 23, 1953, at 10:25 o'clock C.M  
Recorded Nov 6, 1953, at 10:09 o'clock C.M

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

BY James W. Ward Deputy

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THE STATE OF TEXAS    I  
COUNTY OF HARRIS    I

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, being the owners of all of the lots in LAZY SPRING ACRES, an addition in Harris County, Texas, recorded in the Plat Records of Harris County, Texas, File No. 1170C80, herenow jointly and individually agree that the following restrictions shall apply to all of the lots of said Lazy Spring Acres as hereinafter set out:

1. The following lots and only such designated lots of said addition shall be used as BUSINESS PROPERTY building sites: Lots 1 thru 13, both inclusive, of Block 1; Lots 1 and 2 of Block 2; Lot 6 of Block 3.
2. All other lots of said subdivision as evidenced by the Map or Plat thereof shall be used for residence purposes only, and no part thereof shall be used for business purposes nor any other structure whatsoever, other than a first-class private residence, apartment or duplex, with the customary outbuildings, garages and servant's houses, provided however, that no servant's house, outbuilding or garage shall be lived in as a home.
3. That no residence shall be erected or placed upon any lot herein restricted as a residential lot which does not contain at least One Thousand Fifty (1050) square feet on the ground floor, exclusive of open porches and garages, with at least 25% of said outside structure constructed of brick, rock, cedar shakes, concrete or concrete materials.
4. No noxious or offensive trade or activity shall be carried on upon any lot, business or residential, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. All buildings of frame construction and all fences built of lumber shall be painted with at least two coats of paint.
6. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event no building shall be located on any residential plot nearer than 30 feet to the front lot line, and no building, except a detached garage or other outbuilding located 60 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.
7. That no outside toilets shall be erected, placed or used upon said premises, but a septic tank or cess pool shall be installed to accommodate the sewage.
8. That the designated owners, herein, their successors or assigns shall not use the above described premises, nor any part thereof, or allow same to be used for treating persons afflicted with tuberculosis or diseases that are contagious or infectious, nor shall any sanitarium ever be erected or placed thereon for any such purpose.

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9. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any of said lots 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.
10. 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.
11. 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.
12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during the construction and sales period.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until September 1, 1978, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots of said subdivision, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing such, or to recover damages or other suits for such violations.

Invalidation of any of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

The undersigned being the legal owners of all of the above described property, here now, by the execution of this instrument, join in and give our consent to the restricting of said property as provided herein.

EXECUTED this 18 day of September, 1953.

ATTEST:

I. H. Parham, Secretary

WESTERN UNITED REALTY CO.

BY: D. A. Terry, President



Theodore Rauh  
Theodore Rauh  
Minnie Raub  
Minnie Raub

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 D. A. Terry, President of the Western United Realty Co., 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 as the act and deed of said corporation.

GIVEN under my hand and seal this 18<sup>th</sup> day of September, 1953.



Jennie Martinez  
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 Theodore Raub and Minnie Raub, his wife, both 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, and the said Minnie Raub, wife of the said Theodore Raub, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Minnie Raub acknowledge such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18<sup>th</sup> day of September, 1953.



Jennie Martinez  
Notary Public in and for Harris County, Texas

Filed for Record Sept 23, 1953, at 10:25 o'clock A.M.  
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W. D. MILLER, Clerk County Court, Harris County, Texas.  
BY Gene Wood Deputy