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THE STATE OF TEXAS

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COVENANTS, RESTRICTIONS, CONDITIONS
AND RESERVATIONS AFFECTING FAIRMONT
PARK WEST, SECTION THREE

COUNTY OF HARRIS

194-07-1389

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WHEREAS, the Fairmont Park Joint Venture is the owner of all lots in Fairmont Park West, Section Three, an addition in Harris County, Texas, according to the plat thereof (the "Subdivision Plat") filed for record in the Office of the County Clerk of Harris County, Texas, on the 5th day of May, 1978, under County Clerk's File No. F586225, said lots being described as follows, to-wit:

- Block 21, Lots 21-39, inclusive;
- Block 26, Lots 12-19, inclusive;
- Block 31, Lots 1-39, inclusive;
- Block 32, Lots 1-38, inclusive;
- Block 34, Lots 1-21, inclusive;
- Block 35, Lots 1-36, inclusive;
- Block 38, Lots 1-32, inclusive;
- Block 39, Lots 6-23, inclusive;
- Block 41, Lots 1-14, inclusive.

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and WHEREAS, it is the desire of the Fairmont Park Joint Venture, hereinafter referred to as "Declarant", to place restrictions, covenants, conditions, stipulations and reservations upon all of said property in said Fairmont Park West, Section Three; NOW, THEREFORE, Declarant, does hereby adopt, establish and impose the following restrictions, covenants, reservations and conditions upon all lots, as defined herein, which shall constitute covenants running with the title of said lots and which shall be binding upon and inure to the benefit of Declarant, its successors, and each and all of such beneficiaries; and further the Fairmont Park West Community Improvement Association shall have the right to enforce the restrictions, reservations, covenants and conditions herein set forth by any proceeding at law and/or in equity as may be deemed advisable or appropriate.

ARTICLE I

Definitions

Section 1: "Properties" shall mean and refer to all land in Fairmont Park West, Section III, which is subject to the matters set forth herein and in the Subdivision Plat, and any additional land made subject to the terms hereof pursuant to the provisions set forth herein.

Section 2: The words "lot" or "lots" shall mean or refer to any plot of land shown upon the Subdivision Plat, with the exception of (a) any portion of the Properties which is or may be hereafter designated or described on the Subdivision Plat as "Not Platted" or "Reserved" or with words of similar meaning, and (b) land described in Exhibit "A", if any, attached hereto and made a part hereof.

Section 3: "Declarant" shall mean and refer to the Fairmont Park Joint Venture or its successors.

Section 4: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those whose interest is held merely as security for the performance of an obligation.

Section 5: "Subdivision Plat" shall mean and refer to the map or plat of Fairmont Park West, Section III, of record as hereinabove mentioned, or as such plat may be amended.

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

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Molly A. Pryor,
County Clerk, Harris County, Texas

I certify on:

MAY 15 1978

Susan L. McPherson, Deputy

SUSAN L. MCPHERSON

Section 6: "Association" shall mean and refer to Fairmont Park West Community Improvement Association, a Texas non-profit corporation, its successors or assigns.

Section 7: "Common Area" shall mean all real property which may be acquired by the Association for the common use and enjoyment of the owners in this subdivision and, where applicable, in any additional land subsequently annexed into the jurisdiction of the Association.

ARTICLE II

Property Rights

Section 1: Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which right shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admissions and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility company for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of its members agreeing to such dedication or transfer has been recorded.

Section 2: Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family or to persons residing on the lot under a lease or contract to purchase from the Owner.

ARTICLE III

Membership and Voting Rights in Association

Section 1: Membership. Each Owner of a lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any lot.

Section 2: Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: The Class B members shall be the Declarant, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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County Clerk, Harris County, Texas


_____, Deputy
SUSAN L. McPHERSON

JUL 18 1994

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) January 1, 1987.

The Class A and Class B members shall have no rights as such to vote as a class, except as required by the Texas Non-Profit Corporation Act, and both classes shall vote upon all matters as one group.

Section 3: Bylaws. The Association may make whatever rules and bylaws it shall deem desirable to govern the Association and its members, provided however, any conflict between such bylaws and the provisions hereof shall be controlled by the provisions hereof.

Section 4: Inspection of Records. The members of the Association shall have the right to inspect the books and records of the Association at reasonable times during normal business hours.

ARTICLE IV

Assessments

Section 1; Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual maintenance assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of any common areas. The responsibilities of the Association shall include, but not be limited to the maintenance and repair of the walkways, steps, and other improvements; constructing and maintaining parkways, rights of ways, easements, esplanades and other public areas; construction and operation of all street lights; purchase and/or operating expenses of recreation areas, if any; payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions, and conditions affecting the Properties to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; employing policemen and watchmen, if desired, caring for vacant lots and doing other things or things necessary or desirable in the opinion of the Association to keep the properties in the Subdivision neat and in good order, or which is considered of general benefit to the owners or occupants of the Properties. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 3: Date of Commencement of Annual Maintenance Charge. The annual maintenance charge provided for herein shall commence as to each lot on the first day of the month following the completion of all site improvements to make any said lot fully developed as a saleable lot.

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Molly A. Pryor,
County Clerk, Harris County, Texas


_____, Deputy
SUSAN L. MCPHERSON

JUL 1 1987

Section 4: Rate of Assessment. The annual maintenance charge will be paid by the Owner or Owners of each lot in monthly installments, commencing on the first day of the month following the conveyance of the property to a homeowner. For the first year of ownership or any fraction thereof of the first year the assessment shall be the number of months the lot has been occupied by a homeowner times the monthly assessment rate payable on January 1 for the preceding first year or fraction of the first year. After the first year the annual maintenance charge will be collected annually in the amount of the annual assessment; payable on January 1 of the specific year for the preceding year. The rate at which each lot will be assessed will be determined annually, and may be adjusted from year to year by the Association as the needs of the Subdivision may, in the judgment of the Association, require; provided that all assessments will be uniform and in no event will the annual maintenance charge exceed \$10.00 per lot per month, or \$120.00 per lot per year, unless increased as provided below. The Association can collect special assessments as well as the annual maintenance charges above described whenever the members so vote.

Section 5: Maximum Annual Maintenance Charge. Until January 1, 1979, the maximum annual maintenance charge shall be \$120.00. From and after January 1, 1979, the maximum annual maintenance charge may be increased each year by not more than 10% above the maximum assessment for the previous year, with a two-thirds (2/3) vote of each class of membership who are voting in person or by proxy, at a meeting duly called for such purpose. The Board of Directors of the Association may fix the annual maintenance charge at an amount not in excess of the maximum amount, and shall fix the amount of the annual maintenance charge against each lot at least thirty (30) days in advance of the annual assessment period, which shall begin on the first day of January of each year. Written notice of the annual maintenance charge shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 6: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7: Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 8: Creation of Subordinate Lien. To secure the payment of the assessments established hereby, a continuing deed of trust lien has been created by Declarant in favor of the Association against each lot; provided, however, that such lien shall be specifically secondary, subordinate and inferior to all liens, present or future, given, granted, and created by or at the instance and request of the Owner of any such lot to secure the payment of monies advanced or to be advanced on account of the purchase price and/or the improvement of any such lot. The sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to the foreclosure of a prior mortgage lien, or any proceeding in lieu thereof, shall extinguish

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Molly A. Pryor,
County Clerk, Harris County, Texas

I certify on:

JUL 13 1993


_____, Deputy
SUSAN L. McPHERSON

194-07-1393
the lien of such assessment as to payments which become due prior to such sale or transfer; no such sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof. As a condition precedent to any proceeding to enforce such lien upon any lot upon which there is an outstanding valid and subsisting first mortgage lien, for the aforesaid purpose or purposes, the Association shall give the holder of such first mortgage lien sixty (60) days' written notice of such proposed action, which notice shall be sent to the nearest office of such first mortgage holder by prepaid U.S. registered or certified mail and shall contain a statement of the delinquent assessment upon which the proposed action is based. Upon the request of any such first mortgage lienholder, the Association shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular lot covered by such first mortgage lien to the holder thereof.

Section 9: Duration. The assessments provided for herein will remain effective for the full term (and extended term, if applicable) of the within restrictive covenants.

Section 10: Annexation. Additional lands adjacent to the Subdivision may hereafter be annexed into the jurisdiction of the Association in the manner hereinafter described. If annexed, the Owners of lots in each future section of the Subdivision so annexed as well as all Owners subject to the jurisdiction of the Association shall be entitled to the use and benefit of any Common Areas as may become subject to the jurisdiction of the Association as a result of such annexation and the facilities situated thereon, and shall be entitled to the use and benefit of the maintenance fund hereinabove set forth, provided that each future section of the Subdivision must be impressed with and subject to an annual maintenance charge and assessment on a uniform, per lot basis, equivalent to those imposed hereby, and further such sections shall be made by recorded restrictions subject to the jurisdiction of the Association. Upon submission and approval by the Federal Housing Administration and/or the Veterans Administration of a general plan of the entire development, and approval of each stage of development, such future sections of the Subdivision may be annexed by the Declarant.

ARTICLE V

Restrictions

Section 1: Land Use. All lots shall be used for single family residence purposes only. The term "residence purposes" as used herein shall be held and construed to exclude hospitals, duplex houses and apartment houses, and to exclude commercial and professional uses; and to exclude any development operations or drilling for oil, gas or other minerals, or any refining or quarrying, or mining, or the placing or maintaining on the premises of any tanks, wells, shafts, mineral excavation derricks or structures of any kind incident to any such oil, gas or other mineral operations; and any such usage of this property is hereby expressly prohibited.

Section 2: Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure shall be approved by the Architectural Control Committee, hereinafter established, as to quality of workmanship, and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

Section 3: One Residence Only. Only one residence shall be constructed on each lot; however, this shall not prohibit the construction of a residence on a portion of two or more lots as shown by the Subdivision Plat, provided such tract constitutes a homesite as defined in the succeeding section.

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 , Deputy
SUSAN L. McPHERSON

APR 18 1994

Section 4: Designation of Adjoining Lots as Homesite. Parts of two or more adjoining lots facing the same street in the same block may be designated as one homesite provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street.

Section 5: New Construction. No structure of any kind shall be moved onto any lot (except as provided in Section 11 hereof), it being the intention that only new construction shall be placed and erected thereon.

Section 6: Definition with Respect to Building Lines. The word "house" or "residence" as used herein with reference to building lines shall include covered carports, patio covers, galleries, covered porches, porte cocheres, steps, projections and every other permanent part of the improvements, except roofs.

Section 7: Prohibition as Living Quarters. No garage or outbuilding on any lot shall be used as a residence or living quarters.

Section 8: Harmony of Garages and Outbuildings. No garages or outbuilding shall be erected on any lot, with roof or outside walls of materials or color different from those used in the house or residence erected on such lot, except with the written consent of the Architectural Control Committee.

Section 9: Dumping. No trash, garbage, ashes, refuse or waste shall be thrown or dumped on any vacant lot.

Section 10: Animals. No horses, cattle, hogs, livestock, or other animals, or rabbits, or poultry, of any kind, shall be raised, bred, kept, staked or pastured 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.

Section 11: Building Materials; Temporary Buildings. No building material of any kind or character shall be placed or stored upon any lot until the Owner is ready to commence improvement and then such material shall be placed only within the property lines of the lot, and shall not be placed in the streets or between the curb and property line. No structure or temporary building of any kind or character, with the exception of lawn storage buildings and children's playhouses, may be placed upon any lot; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Properties as in its sole discretion may be necessary or convenient while selling lots, selling or constructing residences and constructing other improvements upon the Properties. Such facilities may include but shall not be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.

Section 12: Lot Maintenance. The Owners or occupants of all lots shall at all times keep all weeds and grass thereof cut in a sanitary, healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The drying of clothes in full public view is prohibited and the Owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the lot is visible to full public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No lot shall be used or maintained as a dumping ground for trash. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials used in

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Molly A. Pryor,
County Clerk, Harris County, Texas

JUL 1 8 1993

Susan L. McPherson
_____, Deputy
SUSAN L. McPHERSON

the construction of improvements erected upon any lot may be placed upon such lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the lot or stored in a suitable enclosure on the lot.

Section 13: Fences; Encroachments. No fence, wall or hedge shall be placed on any lot nearer to any street than is permitted for the house on said lot, except with the written consent of the Association; no fence, wall or hedge shall be placed on any portion of the site higher than six (6') feet from the ground. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grow, so as to encroach upon an adjoining lot, such encroachment shall be removed promptly upon request of the Owner of the adjoining lot. Should any encroachment be upon a right of way or easement, it shall be removed promptly upon request of the Association or Declarant, and such encroachment is wholly at the risk of the Owner.

Section 14: Visual Obstruction at the Intersections of Public Streets. No object or thing which obstructs site lines at elevations between two (2') feet and eight (8') feet above the roadways within the triangular area formed by the intersection street property lines and a line connecting them at points ten (10') feet from the intersection of the street property lines or extension thereof shall be placed, planted or permitted to remain on any corner lots.

Section 15: Signs, Advertisements and Billboards. Except for signs owned by Declarant or other builders advertising their model homes during the period of original construction and home sales, no sign, advertisement or billboard or advertising structure of any kind other than a normal "For Sale" sign not to exceed five (5') square feet in total size may be erected or maintained on any lot in said subdivision. Declarant, or its assigns, will have the right to remove any sign, advertisement, or billboard or structure that does not comply with the above, and in so doing shall not be subject to any liability of trespass or other sort in connection therewith or arising with such removal.

Section 16: Restriction on Maintenance of Certain Articles. No boats, trailers, buses, motor homes, travel trailers, trucks exceeding one (1) ton, or junk, of any kind or character, or any accessories, parts or objects to be used therein, shall be kept or maintained on any street, or on any portion of a lot closer to the street than the building setback line hereinafter described; provided, however, that repairs and maintenance may be performed on such items on such portion of a lot over a period of time not to exceed forty-eight (48) consecutive hours.

Section 17: Prohibition of Offensive Activities. No activity of any nature shall be carried on on any lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything be done on any lot which may be or become an annoyance or a nuisance to the neighborhood. This restriction is waived in regard to the normal sales activities required to sell homes in the subdivision and the lighting effects utilized to display the model homes.

Section 18: Prohibition of Privies. No privy, cesspool, septic tank, or disposal plant shall be erected or maintained on any lot without the written consent of the Association.

Section 19: Prohibition of Excavations. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on any lot without the written consent of the Association.

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Molly A. Pryor,
County Clerk, Harris County, Texas

Susan L. McPherson
SUSAN L. MCPHERSON

, Deputy

JUL 18 1995

Section 20: Other Restrictions. Declarant may make other restrictions applicable to any lot or lots by appropriate provision in the contract or deed, without otherwise modifying the general plan above outlined and such other restrictions shall inure to the benefit of and bind the respective parties in the same manner as though they had been expressed herein.

Section 21: Abatement of Violations. Violations of any restriction, condition or covenant herein shall give Declarant or the Association the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass.

Section 22: Setback of Garage Connected to Residence. If a garage or other outbuilding is connected to the residence, then the setback distances from front and side lines of the lot will then automatically become identical with those stipulated for the residence itself.

Section 23: Facing of Residences. Houses or residences on all lots shall face the street on which the lot abuts; on corner lots, the house or residence shall face in the same direction as houses or residences on other lots within the same block, unless a greater set back distance for such corner lot is indicated on the plat along the other abutting street.

Section 24: Building Location. The house or residence on any lot shall not be located nearer than 25 feet from the front property line along the street on which such lot abuts, 10 feet from the side lot line abutting a side street, and 5 feet from interior lot lines. No detached garage or other outbuilding on any lot shall be located nearer than 70 feet from the front property line, 25 feet from the side lot line abutting a side street, in the case of corner lots, 8 feet from the back line, and 3 feet from any interior lot line. Utility and drainage easements, as shown on the Subdivision Plat, shall in certain cases increase the setback along side and/or back lines.

Section 25: Modifications of Setback and Facing. Declarant shall have the right to modify the restrictions with reference to location of setback or sideline restrictions of any improvements, and the direction which they shall face, to such extent as it deems for the best interest of the Subdivision as a whole, but such modification must be in writing.

Section 26: Height of Buildings. No building shall be higher than two stories. The outbuilding or outbuildings on any lot (or homesite, as herein defined) shall not be higher in stories than the residence thereon; that is to say; the outbuildings on a lot with a one store residence shall not be more than one story; the outbuildings on a lot with a one and one-half story residence shall not be more than one and one-half stories; and the outbuildings on a lot with a two story residence shall not be more than two stories.

Section 27: Size of Residential Structure. The living area of a house or residential structure constructed as a one story residence on any lot or homesite, exclusive of porches and garages, shall not be less than 1,150 square feet; in the case of any residence of more than one store, the requirement as to living area shall be not less than 1,350 square feet.

Section 28: Antennae. No radio antenna may be erected or maintained on any lot. Television antennae are permitted but no such television antenna shall extend more than twenty (20) feet above the roof of the main residential structure on the lot, shall infringe a setback or easement, or shall be located so as to represent a hazard to adjoining property.

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Molly A. Pryor,
County Clerk, Harris County, Texas

Susan L. McPherson, Deputy
SUSAN L. MCPHERSON

I certify on:
JAN 2 8 1988

ARTICLE VI

Reservations, Exceptions and Dedication

Section 1: Recorded Subdivision Plat of the Properties. The Subdivision Plat dedicates for use as such, subject to the limitation as set forth therein, the streets and easements shown thereon and such Subdivision Plat further establishes certain restrictions applicable to the Properties, including, without limitation, certain minimum setback lines. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof, whether specifically referred to therein or not.

Section 2: Easements. Declarant reserves the easements and rights of way as shown on the Subdivision Plat for the purpose of construction, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, cable television or any other utility Declarant sees fit to install in, across or under the Properties. Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements. Neither Declarant nor any utility company or authorized political subdivision using the easements herein referred to, shall be liable for any damages done by them or their assigns, their agents, employees or servants, to fences, shrubbery, trees or flowers or any other property of the Owner on the land covered by said easements. All easements, as filed of record, are reserved for the mutual use and accommodation of garbage collectors and all utility companies desiring to use same. Any utility company shall have the right to remove and keep all or part of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective utility system on any easement strips, and any utility company shall, at all times, have the right of egress and ingress to and from and upon said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or any part of its respective utility system without the necessity at any time of procuring the permission of anyone.

Section 3: Extension of Connection Privileges to Systems. Declarant reserves the right to grant or deny to areas outside of the Subdivision connection privileges to any sewerage or water systems installed at the cost of Declarant.

Section 4: Modification of Easements. Declarant reserves the right to make minor changes in and additions to the easements shown on the Subdivision Plat for the purpose of more efficiently and economically installing the utility systems.

Section 5: Installation of Paving. Declarant reserves the right, during installation of paving of the streets as shown on the Subdivision Plat, to enter onto any of the Properties for the purpose of disposing of street excavation, including the removal of any trees, if necessary, whether or not the Properties have been conveyed to or contracted for sale to any other Owner.

Section 6: Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Properties shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or cable television purposes and shall convey no

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

CERTIFIED COPY CERTIFICATE

THE STATE OF TEXAS

COUNTY OF HARRIS

The above is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm and having Microfilm Identification Number as stamped thereon.

Molly A. Pryor,
County Clerk, Harris County, Texas

I certify on:

Susan L. McPherson

SUSAN L. McPHERSON

Deputy

JUL 13 1995

interest in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto constructed by or under Declarant or any easement owner or any agents through, along, or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved.

Section 7: Existing Liens. Violation or failure to comply with the foregoing restrictions, covenants, and conditions shall in no way affect the validity of any mortgage, loan or bona fide lien which may, in good faith, be then existing on any lot.

Section 8: Exclusions. These restrictions shall not extend to or cover any portion of the Properties which is or may hereafter be designated or described (i) on the Subdivision Plat with the terms "Not Platted" or "Reserve", or with words or terms of similar meaning or (ii) which are described in Exhibit "A", if any, attached hereto and made a part hereof for all purposes. Said Reserves shall be used and utilized for purposes harmonious with the residential character of the remainder of the Properties and such uses may include, but not by way of limitation, multi-family sites, water well sites, shops or facilities for the sale of food, beverages, clothing, services and other items for personal uses, professional offices or clinics, automobile service stations or facilities of a similar nature.

ARTICLE VII

Architectural Control Committee

Section 1: Composition of Committee. The Architectural Control Committee shall be composed of three (3) members, the three initial members hereby appointed being Eddie V. Gray, G. Decker McKim and Douglas S. Welker, each of whose address for purposes hereof is 707 Memorial Drive, Baytown, Texas. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any initial or successor member of the Committee, the remaining member or members shall have full authority to designate a successor or successors. In the event of the death or resignation or continued absence or failure to function of all members of the Committee, the Association shall have full authority to appoint a new committee. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed hereunder.

Section 2: Action by Committee. The Architectural Control Committee shall have a period of thirty (30) days within which to either approve or disapprove in writing any submissions made to it pursuant to the provisions of Section 2 of Article V hereof. If the Committee fails to take action by either approving or disapproving any such submissions within said time such submissions shall be deemed approved for all purposes.

ARTICLE VIII

General Provisions

Section 1: Term. The foregoing building and use restrictions which are hereby made conditions running with the land shall remain in force and effect for thirty (30) years from the date of this instrument at which time the same shall be automatically extended for successive periods of ten (10) years unless a majority vote of the then property owners of the lots in said Properties shall agree in writing to change said conditions and covenants in whole or in part.

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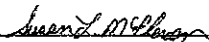
THE STATE OF TEXAS

COUNTY OF HARRIS

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I certify on:

Molly A. Pryor,
County Clerk, Harris County, Texas

 Deputy
SUSAN L. McPHERSON

Section 2: Adjacent Property. No obligation is created hereby with respect to property adjacent to or adjoining the Properties and which is part of a larger tract of land owned by Declarant. While Declarant may subdivide other portions of its property, or may subject same to a declaration such as this Declaration, the Declarant shall have no obligation to do so. Any Subdivision Plat or Declaration executed by Declarant with respect to any of its other property may be the same or similar or dissimilar to the Subdivision Plat covering the Properties or any part thereof, or to this Declaration.

Section 3: Enforcement. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any Owner situated in said Properties, including Declarant, 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 so doing or to recover damages for such violation.

Section 4: Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

ARTICLE IX

Execution

Eddie V. Gray, Trustee, and G. Decker McKim, Trustee, are the record owners of the legal title to all property located within Fairmont Park West, Section Three, for and on behalf of the Fairmont Park Joint Venture. The said Eddie V. Gray and G. Decker McKim hereby acknowledge and stipulate that they are duly authorized and empowered to execute this instrument in their capacities as co-managers of the Fairmont Park Joint Venture, and as the holders of the legal title to all property within said Fairmont Park West, Section Three.

WITNESS OUR HANDS this 4th day of May, 1978.

FAIRMONT PARK JOINT VENTURE

By Eddie V. Gray, Trustee
Eddie V. Gray, Trustee

By G. Decker McKim, Trustee
G. Decker McKim, Trustee

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared EDDIE V. GRAY, 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 4th day of MAY, 1978.



Barbara Calvert
NOTARY PUBLIC HARRIS COUNTY, TEXAS
BARBARA CALVERT

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CERTIFIED COPY CERTIFICATE
THE STATE OF TEXAS §
COUNTY OF HARRIS §

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Molly A. Pryor,
County Clerk, Harris County, Texas

Susan L. McPherson, Deputy
SUSAN L. MCPHERSON

MAY 15 1978

194-07-1400

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared G. DECKER MCKIM, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of May, 1978.



Barbara Calvert
NOTARY PUBLIC, HARRIS COUNTY, TEXAS
BARBARA CALVERT

This instrument has been joined in by SOUTHMORE SAVINGS ASSOCIATION, for the purpose of evidencing its approval of the foregoing instrument, and acknowledging that its liens are subordinate to all of the terms and conditions of such instrument.

EXECUTED this 4th day of May, 1978.

SOUTHMORE SAVINGS ASSOCIATION

By Wanda Gibson
Wanda Gibson

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared WANDA GIBSON, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for and on behalf of SOUTHMORE SAVINGS ASSOCIATION, a banking institution, and for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of May, 1978.



Jane Humphreys JANE HUMPHREYS
NOTARY PUBLIC, HARRIS COUNTY, TEXAS

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THE STATE OF TEXAS §
COUNTY OF HARRIS §

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Molly A. Pryor,
County Clerk, Harris County, Texas

I certify on:
JUL 12 1978

Susan L. McPherson, Deputy
SUSAN L. McPHERSON

194-07-1401

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number *194-07-1401* on the date and at the time stamped
below by me and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

MAY 05 1978



R. C. ...
COUNTY CLERK,
HARRIS COUNTY, TEXAS

FILED
MAY 5 11 58 AM 1978
R. C. ...
COUNTY CLERK,
HARRIS COUNTY, TEXAS

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CERTIFIED COPY CERTIFICATE

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

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I certify on:

Molly A. Pryor,
County Clerk, Harris County, Texas

Susan L. McPherson
_____, Deputy
SUSAN L. McPHERSON

MAY 5 1978