

RESERVATIONS, RESTRICTIONS AND COVENANTS IN FAIRMONT PARK

SECTION 1

FP Section 1

At a meeting of the Board of Directors of FAIRMONT PARK CORPORATION, a Texas Corporation, hereinafter sometimes called "FAIRMONT", held in the office of the Corporation in Houston, Texas, on the 13th day of May 1956, all of the Directors being present, the following resolutions were adopted by unanimous vote:

WHEREAS, FAIRMONT PARK CORPORATION is the owner of all of the lots and property in FAIRMONT PARK, Section 1, an addition in Harris County, Texas, according to the plat thereof, filed for record in the office of the County Clerk of Harris County, Texas, on the 29th day of March 1956, under Clerk's File No. 1577335; and,

WHEREAS, it is the desire of FAIRMONT PARK CORPORATION to place restrictions, covenants, conditions, stipulations and reservations upon and against each property comprising said FAIRMONT PARK, Section 1:

NOW, THEREFORE, BE IT RESOLVED: That the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Section 1 of FAIRMONT PARK, an addition in Harris County, Texas, the plat of which was filed in the office of the County Clerk, in Harris County, Texas, on the 29th day of March 1956, under Clerk's File No. 1577335. Said map has been duly authenticated with proper certificates showing dedication of the streets, drives and easements to the use of the present and future residents and to the public, subject to the restrictions and covenants herein contained, to the same extent as though copied at length in said dedication certificate and said map is subject to only such minor changes as, in the judgment of FAIRMONT, are necessitated by the efficient installation of improvements.

RESERVATIONS

That the plat filed for record dedicates for public use as such the streets, alleys, parks and easements shown thereon and there were reserved and are hereby expressly reserved in FAIRMONT PARK CORPORATION, the following rights, titles and easements, which reservations are expressly made a part of, and shall be construed as being adopted in, each and every contract, deed or conveyance executed or to be executed by or in behalf of FAIRMONT PARK CORPORATION, conveying said property or any part thereof:

(1) The legal and fee simple title in and to each and all of the several streets and drives as shown on said map or plat is hereby reserved in FAIRMONT, subject to the limited dedications herein expressed.

(2) FAIRMONT reserves the exclusive right to construct and operate in, over, upon, along and under said streets and drives a transportation system or systems; and to erect and maintain therein and thereon wires and poles for the purpose of constructing and maintaining a system of electric light, power, telegraph and telephone line or lines and connections; and to construct, lay and maintain in, along and under any and all of said streets and drives and along easements provided herefor, all pipes and conduits necessary and proper for the construction and maintenance of a system of drainage and a system of sewerage and for the supply of water, (retaining also the right to grant or deny to areas beyond Section 1 connection privileges on said drainage, sewerage or water systems) gas, light and power, telegraph and telephone service to said facilities and the inhabitants thereof; and for all other purposes incident to the development and use of said property as a community unit.

(3) FAIRMONT reserves the necessary easements and rights of

ANY PROVISIONS HEREBY WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY, BASED ON COLOR, OF RACE, OR SEX, ARE HEREBY AND IMPLICITLY REPEALED BY THE FEDERAL LAW.

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ATTEST: BEVERLY B. RALPHON County Clerk Harris County, Texas

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ROBERT MALCOLM CALICOTTE

ANY OF THE PURPOSES OF MAINTAINING, IMPROVING AND OPERATING THE SYSTEM... (b) FAIRMONT reserves the right to make minor changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

(c) Nothing FAIRMONT nor any utility company using the easements herein referred to, shall be liable for any damage done by them or their assigns, their agents, employees or servants, to shrubbery, trees or lawns or other property of the owner situated on the land covered by said easements.

(d) It is expressly agreed and understood that the title conveyed by FAIRMONT to any lot or parcel of land in said Addition by contract deed or other conveyance shall not in any event be held or construed to include the title to the water, gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any other utility or appurtenances thereto constructed by FAIRMONT or its agents through, along or upon said premises or any part thereof to serve said property or any other portions of the Addition, and the right to maintain, repair, sell or lease such lines, utilities and appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in FAIRMONT.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of FAIRMONT PARK, Section 1, an Addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on March 29, 1956, under Clerk's No. 1577335 FAIRMONT PARK CORPORATION being the sole owner of all property located in said FAIRMONT PARK Section 1 desires to restrict the use and the development of the property located in FAIRMONT PARK Section 1 in order to insure that it will be a high class restricted district;

NOW, THEREFORE, FAIRMONT PARK CORPORATION, being the sole owner of property known as FAIRMONT PARK Section 1, an Addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on March 29, 1956, under Clerk's No. 1577335, does hereby impose the following restrictions on said property which shall constitute covenants running with the land, and shall inure to the benefit of FAIRMONT PARK CORPORATION, its successors and assigns, and to each and every purchaser of lands in said Addition; and their assigns, and to FAIRMONT PARK HOMES ASSOCIATION, INC.; and any one of said beneficiaries shall have the right to enforce such restrictions using whatever legal method is deemed advisable; and if any one of such restrictions shall be held to be invalid, or for any reason is not enforced, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

GENERAL RESTRICTIONS

(1) These restrictions shall be effective until January 1, 1990 and shall automatically be extended thereafter for successive periods of ten (10) years; provided, however, that the owners of a majority of the square foot area of the lots in FAIRMONT PARK, Section 1, may release all of the lots hereby restricted from any one or more of said restrictions, or may release any lot from any restriction imposed hereby or created by deed from FAIRMONT PARK on either January 1, 1990, or at the end of any successive ten year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing.

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for such purpose, and filing the same for record in the office of the County Clerk of Harris County, Texas, at any time prior to January 1, 1985, or at any time prior to five years preceding the expiration of any successive ten year period thereafter.

(2) This property shall be used for single family residence purposes, only;

Except, however, that Lot Fifteen (15), Block Eight (8), may be used by Harris County Water Control and Improvement District No. 56, or its successor, for its Water Plant and Office Facilities, and uses incident thereto, but for no other purposes, without the express written consent of FAIRMONT PARK CORPORATION; and in the event said Lot Fifteen (15), Block Eight (8), is not used by said Harris County Water Control and Improvement District No. 56, or its successor, it shall be used for single family residence purposes, only, and shall be subject to each and all of the restrictions herein made applicable to other lots in said FAIRMONT PARK, Section 1, and, expressly, but not by way of limitation, shall be subject to the requirements as to ground floor living areas, distance of improvements from property lines, and entrance of garage drive-ways, as hereinafter set forth;

And, further, except that, in addition to use for single family residence purposes, Lot One (1), Block One (1), may be used for entrance identification marker or placard for the subdivision, but shall otherwise be subject to each and all of the restrictions herein set forth.

(3) 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 said map, provided such tract constitutes a homestead as defined in the succeeding paragraph.

(4) Parts of two or more adjoining lots facing the same street in the same block may be designated as one homestead provided the lot frontage shall not be less than the minimum frontage of lots in the same block facing the same street.

(5) No structure of any kind shall be moved on to any lot, except as provided in Section (12) hereof, or except with the express written consent of FAIRMONT PARK CORPORATION.

(6) 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 excavations, 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.

(7) The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, porte cocheres, steps, projections and every other permanent part of the improvements, except roofs.

(8) No garage or outbuilding on this property shall be used as a residence or living quarters, except by servants engaged on the premises.

(9) No garage or servants house shall be erected on any lot in said FAIRMONT PARK, Section 1, with roof or outside walls of material or color different from those used in the house or residence erected on such lot, except with the written consent of FAIRMONT.

(10) No trash, garbage, ashes, refuse or other waste shall be thrown or dumped on any vacant lot in the Addition.

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Deputy

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(11) No animals, livestock 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.

(12) No building material or temporary building of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then such material or temporary building shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line; and any such temporary building or structure of any kind shall not be used for other than construction purposes; and, expressly, but not by way of limitation, shall not be used for residential or sales office purposes, either during construction, or thereafter, and shall be removed immediately upon completion of construction.

(13) Grass, weeds, and vegetation on each lot sold shall be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from property. Until a home or residence is built on a lot, FAIRMONT PARK CORPORATION or FAIRMONT PARK HOMES ASSOCIATION, INC. may at its option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from the property, and the owner of such lot shall be obligated to pay for the cost of such work.

(14) No fence, wall, or hedge shall be placed on any lot in the Addition nearer to any street than is permitted for the house on said lot, except with the written consent of FAIRMONT PARK CORPORATION; no fence, wall, or hedge shall be placed on any portion of the sites higher than six feet from the ground. Should a hedge, shrub, tree, flower or other planting be so placed, or afterwards grow, so as to encroach upon adjoining property, such encroachment shall be removed promptly upon request of the owner of the adjoining property. Should any encroachment be upon a right-of-way or easement, it shall be removed promptly upon request of FAIRMONT PARK CORPORATION, and such encroachment is wholly at the risk of the owner.

In the case of corner lots (except Lot One (1), Block One (1), Lot One (1), Block Four (4), and Lot One (1), Block Eleven (11)), and subject to the written consent of FAIRMONT PARK CORPORATION:

Planting, screening and hedges may be permitted along, but inside, the property lines adjoining side streets, but not closer to the front street than the front set back line for the house or residence; and,

If proper screening is provided, fences and walls may be permitted inside, and not closer than three feet from, the property lines adjoining side streets, but not closer to the front street than the front set back line for the house or residence.

(15) Except as set forth in Paragraph (2) hereinabove, no signs, billboards, posters, or advertising devices of any character shall be erected on this property without the written consent of FAIRMONT PARK CORPORATION; such permission shall be revocable at any time.

(16) No cattle, hogs or other animals, rabbits, or poultry shall be kept in any part of this property unless written permission be obtained from FAIRMONT PARK CORPORATION; such permission shall be revocable at any time.

No boats, trailers, house trailers, or junk, of any kind or character, or any accessories, parts or objects to be used therewith, shall be kept on any lot nearer to the front street than the front set back line for the house or residence.

(17) No privy, cesspool, septic tank, or disposal plant shall be erected or maintained on any part of this property unless written permission be obtained from FAIRMONT PARK CORPORATION.

(18) 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 this property without the written consent of FAIRMONT PARK CORPORATION.

(19) FAIRMONT PARK CORPORATION may make other restrictions applicable

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to each lot 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.

(20) Violations of any restrictions, condition or covenant herein shall give FAIRMONT PARK CORPORATION or FAIRMONT PARK HOMES ASSOCIATION, INC., 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.

(21) FAIRMONT PARK CORPORATION shall have the right to modify the restrictions with reference to location of setback or sideline restrictions of any of the improvements, and the direction which they shall face, to such extent as it deems for the best interest of the Addition as a whole, but, such modification must be in writing.

(22) If garage, servants' house, or other outbuilding is made an integral part of the residence, or is connected thereto, in a manner approved by FAIRMONT PARK CORPORATION upon submission of plans and specifications, as provided in FAIRMONT PARK CORPORATION deed, the setback distances from front and side lines of lot will then automatically become identical with those stipulated for the residence itself.

(23) No building shall be built closer to the street or side property lines than the distance set forth in the schedule attached hereto, except as provided in Section (21) hereof.

SCHEDULE OF LIVING AREAS AND DISTANCE OF IMPROVEMENTS FROM PROPERTY LINES

Ground Floor Living Areas:

**The living area of the main house or residential structure constructed as a one story residence on any homestead, exclusive of porches and garages, shall be not less than the areas indicated in the following schedule; in the case of any residence of more than one story, the requirement as to living area shall be 250 feet more than as indicated in the schedule:

Distance of Improvements from Property Lines:

The house or residence, garage, servants' house, or other outbuilding, on each site in Section 1, shall not be nearer to the property lines than is indicated in the following schedule:

Block No.	Lot Number	**Square Feet of Living Area for One Story Residence (increase 250 ft. for Residence of more than one story)	Set Back Distances (No. ft. from Lot Lines)							
			No.	So.	East	West	No.	So.	East	West
1	1	1,250	20	7 1/2	25	10	20	5	80	10
	2, 3, 4, 5 & 6	1,250	7 1/2	7 1/2	25	10	5	5	80	10
	7	1,250	7 1/2	10	25	10	5	40	80	10
2	3	1,250	20	25	7 1/2	10	20	100	5	40
	2-25 incl.	1,250	20	25	7 1/2	7 1/2	20	80	5	5
	26	1,250	20	25	20	7 1/2	20	80	50	5
3	1	1,250	25	5	7 1/2	10	80	5	5	45
	2-13 incl.	1,250	25	5	7 1/2	7 1/2	80	5	5	5
	14	1,350	25	5	10	7 1/2	100	5	40	5
	15	1,350	5	25	10	7 1/2	5	100	40	5
	16-26 incl.	1,250	5	25	7 1/2	7 1/2	5	80	5	5
	27	1,250	5	25	7 1/2	10	5	100	5	45

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Block No.	Lot Number	*88 Square Feet of Living Area for One Story Residence (Increase 250 Ft. for Residence of more than one story)	Set Back Distances (No. Ft. from Lot Lines)				Garage-Outbuildings			
			No.	So.	East	West	No.	So.	East	West
4	1	1,350	20	20	7 1/2	20	40	50	5	80
	2	1,250	20	5	7 1/2	7 1/2	45	5	5	5
	3-8 incl.	1,250	25	5	7 1/2	7 1/2	80	5	5	5
	9	1,250	25	5	20	7 1/2	80	5	55	5
	10	1,250	5	25	20	7 1/2	5	80	55	5
	11-16 incl.	1,250	5	25	7 1/2	7 1/2	5	80	5	5
	17	1,250	5	20	7 1/2	7 1/2	5	50	5	5
5	1	1,350	25	5	7 1/2	10	80	5	5	50
	2-9 incl.	1,250	25	5	7 1/2	7 1/2	80	5	5	5
	10	1,250	25	5	20	7 1/2	80	5	55	5
	11	1,250	5	25	20	7 1/2	5	80	55	5
	12-20 incl.	1,250	5	25	7 1/2	7 1/2	5	80	5	5
	21	1,250	5	25	7 1/2	10	5	80	5	50
6	1	1,250	25	5	7 1/2	10	80	5	5	50
	2-10 incl.	1,250	25	5	7 1/2	7 1/2	80	5	5	5
	11	1,250	25	5	20	7 1/2	80	5	50	5
	12	1,250	5	25	20	7 1/2	5	80	50	5
	13-22 incl.	1,250	5	25	7 1/2	7 1/2	5	80	5	5
	23	1,250	5	25	7 1/2	10	5	80	5	50
7	1	1,250	25	5	7 1/2	10	80	5	5	50
	2-11 incl.	1,250	25	5	7 1/2	7 1/2	80	5	5	5
	12	1,250	25	5	10	7 1/2	80	5	45	5
	13	1,250	5	25	10	7 1/2	5	80	45	5
	14-21 incl.	1,250	5	25	7 1/2	7 1/2	5	80	5	5
22	1,250	5	25	7 1/2	10	5	80	5	50	
8	1	1,250	10	7 1/2	25	10	50	5	80	10
	2-13 incl.	1,250	7 1/2	7 1/2	25	10	5	80	10	
	14	1,250	7 1/2	25	25	5	5	60	80	5
	15	1,250	5	25	7 1/2	10	5	80	5	10
9	1	1,250	25	5	7 1/2	10	80	5	5	50
	2-7 incl.	1,250	25	5	7 1/2	7 1/2	80	5	5	5
	8	1,250	25	5	10	7 1/2	80	5	45	5
	9	1,350	5	25	10	7 1/2	5	80	45	5
	10-14 incl.	1,250	5	25	7 1/2	7 1/2	5	80	5	5
	15	1,250	5	25	7 1/2	10	5	80	5	50
10	1	1,250	25	5	7 1/2	10	80	5	5	50
	2-11 incl.	1,250	25	5	7 1/2	7 1/2	80	5	5	5
	12	1,250	25	5	20	7 1/2	80	5	45	5
	13	1,250	5	25	20	7 1/2	5	80	45	5
	14-24 incl.	1,250	5	25	7 1/2	7 1/2	5	80	5	5
	25	1,350	5	25	7 1/2	10	5	80	5	50
*11	1	1,350	20	7 1/2	7 1/2	25	50	5	5	80
	2	1,350	20	5	7 1/2	7 1/2	50	5	5	5
	3-14 incl.	1,250	25	5	7 1/2	7 1/2	80	5	5	5
	15	1,250	25	5	20	7 1/2	80	5	50	5
	16	1,250	5	25	20	7 1/2	5	80	50	5
	17-31 incl.	1,250	5	25	7 1/2	7 1/2	5	80	5	5
*12	1	1,350	10	7 1/2	25	5	60	5	80	5
	2a, j	1,350	7 1/2	7 1/2	25	5	5	80	5	5
	4	1,350	7 1/2	10	25	5	5	50	80	5
	5	1,250	7 1/2	10	5	25	5	50	5	80
	6-8 incl.	1,250	7 1/2	7 1/2	5	25	5	5	5	80
	9	1,250	10	7 1/2	5	25	60	5	5	80
*13	1	1,250	25	5	20	7 1/2	80	5	50	5
	2-12 incl.	1,250	25	5	7 1/2	7 1/2	80	5	5	5
	13	1,250	25	5	7 1/2	10	80	5	5	60
	14	1,250	5	25	7 1/2	10	5	80	5	60
	15-19 incl.	1,250	5	25	7 1/2	7 1/2	5	80	5	5

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BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

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Deputy
ROBERT MALCOLM CALLICOTTE

*For the purpose of this schedule and the set back distances set forth herein, arbitrary designations of North, South, East and West have been made in the case of Blocks Eleven (11), Twelve (12) and Thirteen (13), as follows:

- (a) The lot lines of Lots One (1) to Fifteen (15), inclusive, Block Eleven (11), along Carlow Lane are considered the North lot lines of said lots.
- (b) The lot lines of Lots Sixteen (16) to Thirty One (31), inclusive, Block Eleven (11), along Winding Trail Road are considered the South lot lines of said lots.
- (c) The lot line of Lot One (1), Block Eleven (11), along Winding Trail Road is considered the West lot line of said lot.
- (d) The lot lines of Lots One (1) to Four (4), inclusive, Block Twelve (12), along Winding Trail Road are considered the East lot lines of said lots.
- (e) The lot lines of Lots Five (5) to Nine (9), inclusive, Block Twelve (12), along Valley Brook Drive are considered the West lot lines of said lots.
- (f) The lot lines of Lots One (1) to Thirteen (13), inclusive, Block Thirteen (13), along Winding Trail Road are considered the North lot lines of said lots.
- (g) The lot lines of Lots Fourteen (14) to Nineteen (19), inclusive, Block Thirteen (13), along Collingwood Road are considered the South lot lines of said lots.

FACING OF RESIDENCE

Block No. 1: Houses or residences on Lots One (1) to Seven (7), inclusive, shall face on Valley Brook Drive.

Block No. 2: Houses or residences on Lots One (1) to Twenty Six (26), inclusive, shall face on Old Orchard Road.

Block No. 3: Houses or residences on Lots One (1) to Fourteen (14), inclusive, shall face on Old Orchard Road. Houses or residences on Lots Fifteen (15) to Twenty Seven (27), inclusive, shall face on Callitt Lane.

Block No. 4: The house or residence on Lot One (1) shall face on Old Orchard Road, Piney Brook Drive or Antrim Lane. Houses or residences on Lots Two (2) to Nine (9), inclusive, shall face on Old Orchard Road. Houses or residences on Lots Ten (10) to Seventeen (17), inclusive, shall face on Antrim Lane.

Block No. 5: Houses or residences on Lots One (1) to Ten (10), inclusive, shall face on Antrim Lane. Houses or residences on Lots Eleven (11) to Twenty One (21), inclusive, shall face on Callitt Lane.

Block No. 6: Houses or residences on Lots One (1) to Eleven (11), inclusive, shall face on Callitt Lane. Houses or residences on Lots Twelve (12) to Twenty Three (23), inclusive, shall face on Belfast Road.

Block No. 7: Houses or residences on Lots One (1) to Twelve (12), inclusive, shall face on Callitt Lane. Houses or residences on Lots Thirteen (13) to Twenty Two (22), inclusive, shall face on Belfast Road.

Block No. 8: Houses or residences on Lots One (1) to Fourteen (14), inclusive, shall face on Valley Brook Drive. The house or residence on Lot Fifteen (15), shall face on Hillridge Road.

Block No. 9: Houses or residences on Lots One (1) to Eight (8), inclusive, shall face on Belfast Road. Houses or residences on Lots Nine (9) to Fifteen (15), inclusive, shall face on Carlow Lane.

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Deputy

Block No. 10: Houses or residences on Lots One (1) to Twelve (12), inclusive, shall face on Belfast Road. Houses or residences on Lots Thirteen (13) to Twenty Five (25), inclusive, shall face on Carlow Lane.

Block No. 11: The house or residence on Lot One (1) shall face on Carlow Lane or Winding Trail Road. Houses or residences on Lots Two (2) to Fifteen (15), inclusive, shall face on Carlow Lane. Houses or residences on Lots Sixteen (16) to Thirty One (31), inclusive, shall face on Winding Trail Road.

Block No. 12: Houses or residences on Lots One (1) to Four (4), inclusive, shall face on Winding Trail Road. Houses or residences on Lots Five (5) to Nine (9), inclusive, shall face on Valley Brook Drive.

Block No. 13: Houses or residences on Lots One (1) to Thirteen (13), inclusive, shall face on Winding Trail Road. Houses or residences on Lots Fourteen (14) to Nineteen (19), inclusive, shall face on Collingwood Road.

ENTRANCE OF GARAGE DRIVEWAY

Garage driveways constructed on all lots shall enter from the street on which the houses or residences face, except as specifically listed herein, to-wit:

On Lots No. 1 and No. 27, Block No. 3; Lots No. 1 and No. 22, Block No. 7; Lots No. 1 and No. 15, Block No. 9; same may enter from Valley Brook Drive.

On Lot No. 7, Block No. 1 and Lot No. 1, Block No. 8; same may enter from Cattlett Lane.

On Lot No. 14, Block No. 8; Lots No. 4 and No. 5, Block No. 12; Lots No. 13 and No. 14, Block No. 13; same may enter from Hillridge Road.

On Lots No. 1 and No. 9, Block No. 12; same may enter from Carlow Lane.

On Lots No. 14 and No. 15, Block No. 3; Lots No. 1 and No. 21, Block No. 5; Lots No. 1 and No. 23, Block No. 6; Lots No. 12 and No. 13, Block No. 7; Lots No. 8 and No. 9, Block No. 9; Lots No. 1 and No. 25, Block No. 10; same may enter from Piney Brook Drive.

On Lot No. 1, Block No. 4, same may enter from Old Orchard Road or Antrim Lane.

On Lot No. 1, Block No. 11, same may enter from Carlow Lane or Winding Trail Road.

We, WM. G. FARRINGTON, as President of FAIRMONT PARK CORPORATION, and ROBERT C. CARROLL, as its Secretary, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the Board of Directors of FAIRMONT PARK CORPORATION, passed and adopted at a meeting of said Board of Directors of FAIRMONT PARK CORPORATION, held at Houston, Texas.

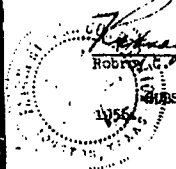
WITNESS our hands at Houston, Texas, on this the 13th day of May 1956.

ATTEST:

FAIRMONT PARK CORPORATION

Robert C. Carroll
Robert C. Carroll, Secretary

By *Wm. G. Farrington*
Wm. G. Farrington, President



SUBSCRIBED AND SWORN to before me this the 4th day of June

Patti M. Shafer
Notary Public in and for Harris County, Texas

PATTI M. SHAFER

-8-

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: NOV 08 2000
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

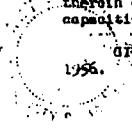
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Robert Malcolms
ROBERT MALCOLMS, Deputy

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this day personally appeared WM. G. FARRINGTON, as President of FAIRMONT PARK CORPORATION, and ROBERT C. CARROLL, as Secretary of said Corporation, known to me to be the persons and officers 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 as the act and deed of said Corporation, and in the capacities therein stated.

GIVEN under my hand and seal of office, this the 4th day of June 1956.



Paul M. Solarek
Notary Public in and for Harris County, Texas
PAUL M. SOLAREK

STATE OF TEXAS
COUNTY OF HARRIS

First City National Bank of Houston, Houston, Texas, as Trustee, successor to First National Bank in Houston, Houston, Texas, as Trustee, under and by virtue of the authority granted to said First National Bank in Houston, in deed from W. Everett DuPuy, et al, to Mr. G. Farrington, dated 7th day of June, A.D., 1955, recorded in Volume 2965, Page 407, of the Harris County Deed Records; and the authority granted to said First National Bank in Houston in deed of trust from Mr. G. Farrington to First National Bank in Houston, as Trustee, dated 7th day of June, A.D., 1955, filed for record in the office of said County Clerk on the 8th day of June, A.D., 1955, under said County Clerk's File No. 1438121; does hereby ratify, adopt and join in the "Reservations, Restrictions and Covenants in Fairmont Park, Section 1", as hereinabove set forth.

In Testimony Whereof, First City National Bank of Houston, as Trustee, has caused these presents to be signed by L. H. Thomas, its Vice President, thereunto authorized, attested by its Assistant Cashier, W. A. Miller, and its common seal hereunto affixed this 5th day of June A.D., 1956.

ATTEST: FIRST CITY NATIONAL BANK OF HOUSTON, TRUSTEE.
By L. H. Thomas
Assistant Cashier Vice-President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared L. H. THOMAS, as Vice-President of First City National Bank of Houston, 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 the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said First City National Bank of Houston, Trustee.

GIVEN under my hand and seal of office this 5th day of June A.D., 1956.



Mills D. Evenson
Notary Public in and for Harris County, Texas
Mills D. Evenson

Filed for Record June 7 1956 at 1:20 o'clock P.M.
Recorded June 30 1956 at 9:08 o'clock A.M.
W. D. MILLER, Clerk County Court Harris County, Texas
By Edmund Bellack Deputy

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: NOV 08 2000
BEVERLY B. KAUFMAN, County Clerk
Harris County, Texas

DEED RECORDS
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Robert Malcolm Callicotte Deputy
ROBERT MALCOLM CALLICOTTE