

B493074  
D. Lee

COVENANTS IN FAIRMONT PARK, SECTION 2 DEED RECORDS

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668-20-0490

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 20th day of April, 1962, all of the Directors being present; and at a meeting of the Board of Directors of Westheimer Post Oak Corporation, a Texas corporation, hereinafter sometimes called "WESTHEIMER", held in the office of the corporation in Houston, Texas, on the 20th day of April, 1962, all of the Directors being present; and at a meeting of the Board of Directors of the Lawdale Plaza Company, a Texas corporation, hereinafter sometimes called "LAWDALE," held in the office of the corporation in Houston, Texas, on the 20th day of April, 1962, all of the Directors being present; the following resolutions were adopted, in each case, by the unanimous votes of the Directors of the respective Corporations:

WHEREAS, FAIRMONT PARK CORPORATION is the owner of certain lots in Fairmont Park Addition, Section 2, 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 19th day of April, 1962 under County Clerk's File No. 490808-B, said lots being described as follows, to-wit:

Block 13: Lots 20 to 23, both inclusive; and,

Block 14: Lots 1 to 7, both inclusive; and,

WHEREAS, WESTHEIMER POST OAK CORPORATION is the owner of certain lots in Fairmont Park Addition, Section 2, said lots being described as follows, to-wit:

Block 15: Lots 6 to 12, both inclusive; and,  
Lots 18 to 29, both inclusive; and,

Block 16: Lots 1 to 13, both inclusive; and,  
Lots 17 to 30, both inclusive; and,

Block 17: Lots 1 to 30, both inclusive; and,

Block 18: Lots 1 to 30, both inclusive; and,

Block 19: Lots 1 to 30, both inclusive; and,

Block 20: Lots 1 to 30, both inclusive; and,

Block 21: Lots 1 to 14, both inclusive; and,

Block 22: Lots 1 to 13, both inclusive; and,

Block 23: Lots 1 to 10, both inclusive; and,

Block 24: Lots 1 to 29, both inclusive; and,

WHEREAS, LAWDALE PLAZA COMPANY is the owner of certain lots in Fairmont Park Addition, Section 2, and said lots being described as follows, to-wit:

Block 14: Lots 14 and 15; and,

Block 15: Lots 15 and 16; and,

WHEREAS, LAWDALE PLAZA COMPANY and WESTHEIMER POST OAK CORPORATION each owns in severalty certain tracts of land, which tracts comprise all of

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1661 Tanglewood Rd.  
Houston, Texas

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certain lots in Fairmont Park Addition, Section 2, said lots being described as follows, to-wit:

Block 14: Lot 13; and,

Block 15: Lots 13, 14, and 17; and,

Block 16: Lots 14, 15, and 16; and,

WHEREAS, FAIRMONT PARK CORPORATION and WESTHEIMER POST OAK CORPORATION each owns in severalty certain tracts of land, which tracts comprise all of certain lots in Fairmont Park Addition, Section 2, said lots being described as follows, to-wit:

Block 13: Lots 24, 25 and 26; and,

Block 14: Lots 8 to 11, both inclusive; and,

Block 15: Lots 1 to 5, both inclusive, and Lot 30; and,

WHEREAS, FAIRMONT PARK CORPORATION, LANWDALE PLAZA COMPANY, and WESTHEIMER POST OAK CORPORATION each owns in severalty certain tracts of land, which tracts comprise all of certain lots in Fairmont Park Addition, Section 2, said lots being described as follows, to-wit:

Block 14: Lot 12; and,

WHEREAS, it is the desire of FAIRMONT PARK CORPORATION, WESTHEIMER POST OAK CORPORATION, and LANWDALE PLAZA COMPANY, to place restrictions, covenants, conditions, stipulations and reservations upon and against the property owned by said Corporations, as hereinabove set forth, out of said Fairmont Park Addition, Section 2;

NOW, THEREFORE, BE IT RESOLVED; That the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Section 2 of Fairmont Park Addition, an addition in Harris County, Texas, the plat of which was filed in the office of the County Clerk of Harris County, Texas, on the 19th day of April, 1962, under Clerk's File No. 490808-B. 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 said Fairmont Park Corporation 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 therein and there were reserved and are hereby expressly reserved in said FAIRMONT PARK CORPORATION, its successors and assigns, 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 on behalf of FAIRMONT PARK CORPORATION, WESTHEIMER POST OAK CORPORATION, or LANWDALE PLAZA COMPANY, or any of them, conveying said property, or any part thereof:

(1) There is reserved in FAIRMONT, its successors and assigns, the right to grant or deny to areas beyond said Fairmont Park, Section 2, connection privileges to any sewerage or water systems installed at the cost and expense of said FAIRMONT and/or said WESTHEIMER and/or said LANWDALE, or any of them.

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(2) There is reserved in FAIRMONT the right to make minor changes in and additions to the above easements for the purpose of most efficiently, and economically installing the improvements.

(3) Neither FAIRMONT nor WESTHEIMER, nor LAWDALE 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 flowers or other property of the owner situated on the land covered by said easements.

(4) It is expressly agreed and understood that the title conveyed by FAIRMONT, or WESTHEIMER, or LAWDALE, or any of them, 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 WESTHEIMER, or LAWDALE, or any of them, or their 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 2, an Addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on April 19, 1962, under County Clerk's File No. 490808-B; FAIRMONT PARK CORPORATION, WESTHEIMER POST OAK CORPORATION, and LAWDALE PLAZA COMPANY, being the sole owners of all property located in said FAIRMONT PARK, Section 2, as hereinabove set forth, desire to restrict the use and the development of the property located in Fairmont Park, Section 2, in order to insure that it will be a high class restricted district:

NOW, THEREFORE, FAIRMONT PARK CORPORATION, WESTHEIMER POST OAK CORPORATION, and LAWDALE PLAZA COMPANY, being the sole owners as hereinabove set forth of property known as FAIRMONT PARK, Section 2, an Addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on April 19, 1962, under County Clerk's File No. 490808-B, do 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, WESTHEIMER POST OAK CORPORATION, and LAWDALE PLAZA COMPANY, their successors and assigns, and to each and every purchaser of lands in said Addition, and their heirs, executors, administrators, successors, and assigns, and to FAIRMONT PARK HOMES ASSOCIATION, INC., a Texas corporation, of Harris County, Texas, 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 2, 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 and/or WESTHEIMER and/or LAWDALE, or any of them, on either January 1, 1990, or at the end of any successive ten year period thereafter by

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executing and acknowledging an appropriate agreement or agreements in writing 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.

(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 homesite 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 homesite 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 2, 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.

(11) 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.

(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

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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 or their 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 siding on Old Hickory Drive or Lake Trail Drive, 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) 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 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 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.

(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 improvements, and the direction which they shall face, to such extent

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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 deed from FAIRMONT PARK CORPORATION, or WESTHEIMER POST OAK CORPORATION, or LAWDALE PLAZA COMPANY, or any of them, 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 distances 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 homesite, exclusive of porches and garages, shall be not less than 1,200 square feet, as indicated in the following schedule; in the case of any residence of more than one story, the requirement as to living area shall be not less than 1400 square feet.

**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 200 sq. ft. for Residence of more than one story)	Set Back Distances (No. ft. from Lot Lines)							
			House				Garage-Outbuildings			
			No.	So.	East	West	No.	So.	East	West
13	20-25 inc.	1200	5	25	7-1/2	7-1/2	5	80	5	5
	26	1200	5	25	20	7-1/2	5	80	50	5
14	1	1200	5	25	7-1/2	20	5	80	3	45
	2-12 inc.	1200	5	25	7-1/2	5	5	80	5	3
	13	1200	5	25	7-1/2	5	5	80	5	3
	14	1200	5	25	7-1/2	5	5	80	3	5
	25	1200	5	25	10	5	5	80	40	3
15	1	1200	25	5	7-1/2	20	80	5	3	40
	2-12 inc.	1200	25	5	7-1/2	5	80	5	3	3
	13	1200	25	5	7-1/2	5	80	5	5	3
	14	1200	25	5	7-1/2	5	80	5	3	5
	15	1200	25	5	10	5	80	5	40	3
	16	1200	5	25	10	5	5	80	40	3
	17	1200	5	25	7-1/2	5	5	80	3	5
	18	1200	5	25	7-1/2	5	5	80	5	3
	19-29 inc.	1200	5	25	7-1/2	5	5	80	3	3
	30	1200	5	25	7-1/2	20	5	80	3	40
16	1	1200	25	5	7-1/2	20	80	5	3	40
	2-12 inc.	1200	25	5	7-1/2	5	80	5	3	3
	13	1200	25	5	7-1/2	5	80	5	5	3
	14	1200	25	5	7-1/2	5	80	5	3	5
	15	1200	25	5	10	5	80	5	40	3
	16	1200	5	25	10	5	5	80	40	3
	17	1200	5	25	7-1/2	5	5	80	3	5
	18	1200	5	25	7-1/2	5	5	80	5	3

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1200  
Living Area for  
One Story Residence  
(Increase 200 sq. ft.  
for Residence of  
more than one story)

Block No.	Lot Number	Living Area	Set Back Distances (No. ft. from Lot Lines)							
			House				Garage-Outbuildings			
No.			No.	So.	East	West	No.	So.	East	West
16	19-29 incl.	1200	5	25	7-1/2	5	5	80	3	3
	30	1200	5	25	7-1/2	20	5	80	3	40
17	1	1200	25	5	7-1/2	20	80	5	3	40
	2-12 incl.	1200	25	5	7-1/2	5	80	5	3	3
	13	1200	25	5	7-1/2	5	80	5	5	3
	14	1200	25	5	7-1/2	5	80	5	3	5
	15	1200	25	5	10	5	80	5	40	3
	16	1200	5	25	10	5	5	80	40	3
	17	1200	5	25	7-1/2	5	5	80	3	5
	18	1200	5	25	7-1/2	5	5	80	5	3
	19-29 incl.	1200	5	25	7-1/2	5	5	80	3	3
	30	1200	5	25	7-1/2	20	5	80	3	40
18	1	1200	25	10	7-1/2	20	80	10	3	40
	2-12 incl.	1200	25	10	7-1/2	5	80	10	3	3
	13	1200	25	10	7-1/2	5	80	10	5	3
	14	1200	25	10	7-1/2	5	80	10	3	5
	15	1200	25	10	10	5	80	10	40	3
	16	1200	10	25	10	5	10	80	40	3
	17	1200	10	25	7-1/2	5	10	80	3	5
	18	1200	10	25	7-1/2	5	10	80	5	3
	19-29 incl.	1200	10	25	7-1/2	5	10	80	3	3
	30	1200	10	25	7-1/2	20	10	80	3	40
19	1	1200	25	5	7-1/2	20	80	5	3	40
	2-12 incl.	1200	25	5	7-1/2	5	80	5	3	3
	13	1200	25	5	7-1/2	5	80	5	5	3
	14	1200	25	5	7-1/2	5	80	5	3	5
	15	1200	25	5	10	5	80	5	40	3
	16	1200	5	25	10	5	5	80	40	3
	17	1200	5	25	7-1/2	5	5	80	3	5
	18	1200	5	25	7-1/2	5	5	80	5	3
	19-29 incl.	1200	5	25	7-1/2	5	5	80	3	3
	30	1200	5	25	7-1/2	20	5	80	3	40
20	1	1200	25	5	7-1/2	20	80	5	3	40
	2-12 incl.	1200	25	5	7-1/2	5	80	5	3	3
	13	1200	25	5	7-1/2	5	80	5	5	3
	14	1200	25	5	7-1/2	5	80	5	3	5
	15	1200	25	5	10	5	80	5	40	3
	16	1200	5	25	10	5	5	80	40	3
	17	1200	5	25	7-1/2	5	5	80	3	5
	18	1200	5	25	7-1/2	5	5	80	5	3
	19-29 incl.	1200	5	25	7-1/2	5	5	80	3	3
	30	1200	5	25	7-1/2	20	5	80	3	40
21	1	1200	25	5	7-1/2	20	80	5	3	40
	2-11 incl.	1200	25	5	7-1/2	5	80	5	3	3
	12	1200	25	5	7-1/2	5	80	5	5	3
	13	1200	25	5	7-1/2	5	80	5	3	5
	14	1200	25	5	10	5	80	5	40	3
22	1	1200	25	5	7-1/2	10	75	5	3	35
	2-6 incl.	1200	25	5	7-1/2	5	75	5	3	3
	7	1200	25	5	20	5	80	5	40	3
	8	1200	5	25	20	5	5	80	40	3
	9-12 incl.	1200	5	25	7-1/2	5	5	80	3	3
	13	1200	5	25	7-1/2	10	5	80	3	40

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\*\*Square Feet of Living Area for One Story Residence (Increase 200 sq. ft. for Residence of more than one story)

Block No.	Lot Number	Square Feet	Set Back Distances (No. ft. from Lot Lines)				Set Back Distances (No. ft. from Lot Lines)			
			No.	So.	East	West	No.	So.	East	West
23	1	1200	10	25	7-1/2	10	10	80	3	10
	2-9 incl.	1200	10	25	7-1/2	5	10	80	3	3
	10	1200	10	25	20	5	10	80	40	3
***24	1	1200	25	5	7-1/2	10	80	5	3	10
	2-9 incl.	1200	25	5	7-1/2	5	80	5	3	3
	10	1200	25	5	20	5	80	5	40	3
	11	1200	5	25	20	5	5	80	40	3
	12-17 incl.	1200	5	25	7-1/2	5	5	80	3	3
	18	1200	5	25	7-1/2	5	5	80	3	3
	19	1200	5	7-1/2	25	10	3	3	80	10
	20	1200	5	7-1/2	25	10	3	5	80	10
	21	1200	5	7-1/2	25	10	5	3	80	10
	22	1200	5	7-1/2	25	10	3	3	80	10
23-28 incl.	1200	25	5	7-1/2	5	80	5	3	3	
29	1200	25	5	20	5	80	5	40	3	

\*\*"U.E." signifies "East Line of Utility Easement".

\*\*\* For the purpose of this schedule and the set back distance set forth herein, arbitrary designations of North, East, South, and West have been made in the case of Lots Eighteen (18), Twenty-Two (22), and Twenty-Three (23), Block Twenty-Four (24), as follows:

- (a) In the case of Lot Eighteen (18), the lot line along Shell Rock Road is considered the South lot line; and the common line between Lots Eighteen (18) and Nineteen (19) and the lot line along the 80 foot drainage R.O.W. are both considered the West lot line of said Lot Eighteen (18).
- (b) In the case of Lot Twenty-Two (22), the lot line along Rockyhollow Road is considered the East lot line of said lot.
- (c) In the case of Lot Twenty-Three (23), the lot line along Rockyhollow Road is considered the North lot line of said lot.

FACING OF RESIDENCE

Houses or residences on all lots shall face the street on which the lot abuts, except that: No houses or residences shall face Lake Trail Drive or Old Hickory Drive; and the house or residence on Lot One (1), Block Twenty-Two (22), shall face on Shell Rock Road; and the residence on Lot Thirteen (13), Block Twenty-Two (22), shall face on Rockyhollow Road.

ENTRANCE OF GARAGE DRIVEWAY

No garage driveways constructed on any lots shall enter from Lake Trail Drive.

We, WM. G. FARRINGTON, as President of FAIRMONT PARK CORPORATION, and Robroy 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; and we, Wm. G. Farrington, as President of WESTHEIMER POST OAK CORPORATION, and Robroy 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 the WESTHEIMER POST OAK CORPORATION passed and adopted at a meeting of said Board of Directors of WESTHEIMER POST OAK CORPORATION held in Houston, Texas; and we, Wm. G. Farrington, President of LAWNDALE PLAZA COMPANY, and Robroy 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 LAWNDALE PLAZA COMPANY passed and adopted at a meeting of said Board of Directors of LAWNDALE PLAZA COMPANY held in Houston, Texas.

WITNESS our hands at Houston, Texas, on this 20th day of April,

1962  
ATTEST  
Kelsey Carroll  
Secretary

FAIRMONT PARK CORPORATION

By: Wm. G. Farrington  
Wm. G. Farrington, President

ATTEST  
Kelsey Carroll  
Secretary

WESTHEIMER POST OAK CORPORATION

By: Wm. G. Farrington  
Wm. G. Farrington, President

ATTEST  
Kelsey Carroll  
Secretary

LAWNDALE PLAZA COMPANY

By: Wm. G. Farrington  
Wm. G. Farrington, President

SUBSCRIBED AND SWORN TO before me this the 20th day of April,

1962.

Rex V. Shultz REX V. SHULTZ  
Notary Public in and for  
Harris County, Texas

DEED RECORDS  
4709 MAR 4 1977

FILM CODE  
068-20-0498

STATE OF TEXAS  
COUNTY OF HARRIS

FILM CODE

068-20-0499

DEED RECORDS  
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BEFORE ME, the undersigned authority, on this day personally appeared WM. G. FARRINGTON, as President of FAIRMONT PARK CORPORATION, and ROEROY 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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 20th day of April, 1962.

*Rex V. Shultz*  
Notary Public in and for  
Harris County, T e x a s

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared WM. G. FARRINGTON, as President of WESTHEIMER POST OAK CORPORATION, and ROEROY 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, as the act and deed of said Corporation, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 20th day of April, 1962.

*Rex V. Shultz*  
Notary Public in and for  
Harris County, T e x a s

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared WM. G. FARRINGTON, as President of LANSDALE PLAZA COMPANY, and ROEROY 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, as the act and deed of said Corporation, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 20th day of April, 1962.

*Rex V. Shultz*  
Notary Public in and for  
Harris County, T e x a s

STATE OF TEXAS

COUNTY OF HARRIS

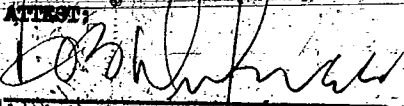
FILE CODE


068-20-0500

DEED RECORDS  
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First City National Bank of Houston, Houston, Texas, as Trustee, successor to First National Bank in Houston, under and by virtue of the authority granted to said First National Bank in Houston in deed from W. Everett DuPuy, et al, to Wm. G. Farrington, dated June 7, 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 Wm. G. Farrington to First National Bank in Houston, as Trustee, dated June 7, 1955, filed for record in the office of the County Clerk of Harris County, Texas, on June 8, 1955, under Clerk's File No. 1438121, and under and by virtue of the authority granted to said First City National Bank of Houston in deed from W. Everett DuPuy, et al, to Lawdale Plaza Company, dated March 3, 1962, filed for record in the office of the County Clerk of Harris County, Texas, on March 22, 1962, under Clerk's File No. 476657-B, and by the authority granted to said First City National Bank of Houston in deed of trust from Lawdale Plaza Company to First City National Bank of Houston, as Trustee, dated March 3, 1962, filed for record in the office of the County Clerk of Harris County, Texas, on March 22, 1962, under Clerk's File No. 476660-B, and by the authority granted to said First City National Bank of Houston in deed from W. Everett DuPuy, et al, to Westheimer Post Oak Corporation dated March 3, 1962, filed for record in the office of the County Clerk of Harris County, Texas, on March 22, 1962, under Clerk's File No. 476659-B, and by the authority granted to said First City National Bank of Houston in deed of trust from Westheimer Post Oak Corporation to First City National Bank of Houston, as trustee, dated March 3, 1962, filed for record in the office of the County Clerk of Harris County, Texas on March 22, 1962, under Clerk's File No. 476662-B, does hereby ratify, adopt and join in the "Reservations, Restrictions and Covenants in Fairmont Park, Section 2," as hereinabove set forth, in the capacity of said Trustee?

In Testimony Whereof, First City National Bank of Houston, as Trustee, has caused these presents to be signed by H. B. BLACK its Vice-president, thereunto authorized, attested by its Assistant Cashier, H. B. DUPREE and its common seal hereunto affixed this 20<sup>th</sup> day of April, A.D., 1962.

ATTEST:  
  
 Assistant Cashier


FIRST CITY NATIONAL BANK OF HOUSTON  
 By:   
 Vice-President

STATE OF TEXAS

COUNTY OF HARRIS

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

GIVEN under my hand and seal of office, this 20<sup>th</sup> day of April, 1962.

  
 Notary Public in and for  
 Harris County, Texas  
 JANICE WOOD  
 Notary Public in and for Harris County, Texas  
 My Commission Expires June 1, 1963