

FP
Section 3



Fairmont Park

**RESERVATIONS, RESTRICTIONS
and COVENANTS
IN
SECTION NO. 3**

Filed for record in the office of the County Clerk of Harris County, Texas,
on May 8, 1968, under County Clerk's File No. C-705298.

Recorded in Volume 7187, Page 1, of the Deed Records of Harris County, Texas.

C705298

RESERVATIONS, RESTRICTIONS AND

COVENANTS IN FAIRMONT PARK, SECTION 3

DEED RECORDS

VOL 7187 PAGE 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 6th day of May, 1968, all of the directors being present, the following resolutions were adopted, by the unanimous vote of the directors of said corporation:

WHEREAS, FAIRMONT PARK CORPORATION is the owner of all of the lots and property in Fairmont Park, Section 3, 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 April, 1968, under County Clerk's File No. C-699642; and,

WHEREAS, it is the desire of FAIRMONT PARK CORPORATION to place restrictions, covenants, conditions, stipulations and reservations upon and against all such property comprising said Fairmont Park, Section 3:

NOW, THEREFORE, BE IT RESOLVED: That the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Section 3 of Fairmont Park, 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 29th day of April, 1968, under County Clerk's File No. C-699642. Said map has been duly authenticated with proper certificates showing dedication of the streets, alleys, 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 thereon 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, 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 3, connection privileges to any sewerage or water systems installed at the cost and expense of said FAIRMONT.
- (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 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, 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.

093-23-0061

RESTRICTIONS

093-23-0062

For the purpose of creating and carrying out a uniform plan for the improvement and sale of Fairmont Park, Section 3, an Addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on 29th day of April, 1968, under County Clerk's File No. C-699642, FAIRMONT PARK CORPORATION, being the sole owner of all property located in said Fairmont Park, Section 3, as hereinabove set forth, desires to restrict the use and the development of the property located in Fairmont Park, Section 3, in order to insure that it will be a high class restricted district:

NOW, THEREFORE, FAIRMONT PARK CORPORATION, being the sole owner, as hereinabove set forth, of property known as Fairmont Park, Section 3, an Addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on 29th day of April, 1968, under County Clerk's File No. C-699642 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 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 all of the lots in Fairmont Park, Section 3, together with Fairmont Park Corporation, its successor or assign, 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, on either January 1, 1990, or at the end of any successive ten year period thereafter by all such parties 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) Residences constructed on any lot shall be either one, one and a half, or two stories high, and shall be designed and constructed as single family or duplex (two family) residences, only; and this property shall be used for single family residence purposes or for two family residence purposes, only; and no residence designed or constructed for single family residence purposes shall ever be used for other than single family residence purposes; and no residence designed or constructed for two family residence purposes shall ever be used for residence purposes for more than two families. A duplex, or two family residence, shall consist of two independent bona fide suites of rooms (neither to be a garage apartment), each designed, constructed and used for the independent house-keeping of a single family, and shall meet the other requirements hereinafter set forth.

(3) Not more than two single family residences or one duplex residence shall be constructed on each lot; however, this shall not prohibit the construction of same 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.

FILED
R. J. ...
COUNTY CLERK
HARRIS COUNTY, TEXAS

(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 and apartment houses (except duplex or two family residences, as hereinabove set forth), and to exclude commercial and professional uses (provided that use of a duplex as a duplex or two family residence shall not be considered a commercial use); and expressly, but not by way of limitation, the term "residence purposes" as used herein shall be held and construed to exclude the renting of rooms (as distinguished from the renting of one entire residence of a duplex, which is permissible) and/or the providing of board, 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, walls, 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 3, 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 alleys 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 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.

(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 consent shall be revocable at any time.

(16) No boat, trailer, housetrailer, automobile, truck, engine, motor driven or other apparatus, machinery, fabrication of any kind, or any junk, or any objects or parts to be used with any of same, shall be kept, stored, repaired, or work done thereon on any lot nearer to the front or side street than the front or side setback lines (respectively) for the house or residence. Without the express written consent of Fairmont Park Corporation, which consent shall be revocable at any time, none of said abovementioned objects shall be kept, stored, repaired or work done thereon in the area between the curb line of any alley and the lot property line. The said alleys, being access ways, shall remain unobstructed at all times.

(17) No privy, cesspool, septic tank, or disposal plant shall be erected or maintained on any part of this property without the written consent of 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 restriction, 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 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, the setback distances from front and side lines of the lot will then automatically become identical with those stipulated for the residence itself; provided, however, that if a garage, servants' house, or other outbuilding is no closer to the front street than the front setback distance required for same, then, and in such event (and whether or not same is so connected to such residence) same shall be considered a disconnected outbuilding for the purposes of the required side and rear setback distances.

093-23-0065

(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.

(24) No improvement of any character shall be erected, or the erection thereof begun, or change made in the exterior design thereof on any of this property, until complete plans and specifications have been submitted to, and approved in writing by FAIRMONT PARK CORPORATION.

(25) No building or outbuilding shall be higher than two stories.

(26) The outbuilding or outbuildings on any lot (or homesite, as herein defined) shall not be higher in stories than the residence to which it is appurtenant, except with the written consent of Fairmont Park Corporation; that is to say: without such consent, the outbuildings on a lot which are appurtenant to a one story residence shall not be more than one story; the outbuildings on a lot which are appurtenant to a one and a half story residence shall not be more than one and a half stories; and the outbuildings on a lot which are appurtenant to a two story residence shall not be more than two stories.

SCHEDULE OF LIVING AREAS AND DISTANCE
 OF IMPROVEMENTS FROM PROPERTY LINES

**The total living area of the main house or residential structure constructed on any homesite, exclusive of porches and garages, shall not be less than the following, to-wit:

Living Areas:

If only one (1) single family residence is constructed on a homesite, it shall have a total living area (exclusive of porches and garages or other outbuildings) of not less than 1200 square feet;

If two (2) single family residences or one (1) duplex (or two family residence) are constructed on a homesite, each single family residence or each single family unit of such duplex, shall have a total living area (exclusive of porches and garage or other outbuildings) of not less than 1,000 square feet per single family residence or single family unit, as the case may be.

Distance of Improvements from Property Lines:

The house or residence, garage, servants' house, or other outbuilding, on each site in Section 3, shall not be nearer to the property lines than is indicated in the following schedule:

Block No.	Lot No.	**Square feet of Living Area	Set Back Distances (No. of ft. from Lot Lines)							
			No.	So. House	East	West	No. Garage - Outbuildings	So.	East	West
14	16	**	20	5	5	20	70	3	*3	20
	17-21 Incl.	**	20	5	5	5	70	3	*3	*3
	22	**	20	5	10	5	70	3	3	*3
25	1	**	20	5	10	5	70	3	3	*3
	2 & 3	**	20	5	5	5	70	3	*3	*3
	4	**	20	5	5	5	70	3	*3	3
	5	**	20	5	5	5	70	3	3	*3
	6	**	20	5	5	5	70	3	*3	3
	7	**	20	5	5	20	70	3	3	20
	8	**	5	20	5	20	3	70	*3	20
	9-11 Incl.	**	5	20	5	5	3	70	*3	*3
	12	**	5	20	5	5	3	70	3	*3
	13	**	5	20	5	5	3	70	*3	3
14	**	5	20	10	5	3	70	3	*3	

093-23-0066

*This side of garage may abut the property line, on condition that the garage wall abutting such property line must be at least a six (6") inch concrete block wall, or its equivalent; provided, however, that if such garage does not abut the property line, then it must be placed the above indicated setback distance from the property line.

Facing of Residence:

Houses or residences (or duplexes) on the lots shall face as follows:

- (a) On Lots 16-22, inclusive, Block 14, same shall face Carlow Lane.
- (b) On Lots 1-7, inclusive, Block 25, same shall face Belfast Road.
- (c) On Lots 8-14, inclusive, Block 25, same shall face Carlow Lane.

ENTRANCE OF GARAGE DRIVEWAY

Driveways on all lots shall enter from the alley immediately to the rear of same, and from no other access way; and, expressly, but not by way of limitation, no driveway on any lot shall enter from Lake Trail Drive; provided, however, that, with the written consent of Fairmont Park Corporation, on lots siding on alleys, driveways may enter from such side alley.

It is expressly provided that any or all of the rights, privileges, and discretions set forth herein in favor of, or to be exercised by, FAIRMONT PARK CORPORATION, shall, at the election of FAIRMONT PARK CORPORATION, inure to the benefit of, and be exercisable by, its nominee or nominees, or successor, if such election be evidenced, specifically, by an instrument executed and acknowledged by Fairmont Park Corporation and filed for record in the office of the County Clerk of Harris County, Texas.

We, Bernice B. Farrington, as President of FAIRMONT PARK CORPORATION, and Justin S. Morrill, 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 6th day of May, 1968.

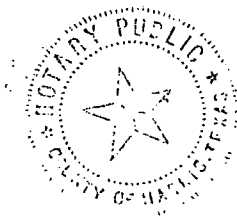


Justin S. Morrill
Secretary

FAIRMONT PARK CORPORATION

By Bernice B. Farrington
Bernice B. Farrington, President

SUBSCRIBED AND SWORN TO before me this the 6th day of May, 1968.



Rex V. Shultz REX V. SHULTZ
Notary Public in and for
Harris County, T E X A S

STATE OF TEXAS
COUNTY OF HARRIS

DEED RECORDS
VOL 7187 PAGE 7


BEFORE ME, the undersigned authority, on this day personally appeared BERNICE B. FARRINGTON, as President of FAIRMONT PARK CORPORATION, and JUSTIN S. MORRILL, 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 6th day of May 1968.



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

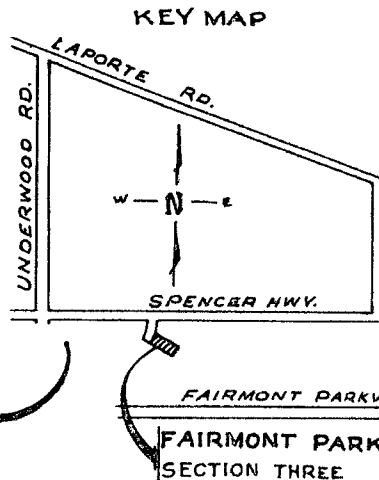
093-23-0067

SECTION  THREE

(This page is merely inserted for convenience and is not a part of the above and foregoing recorded instrument)

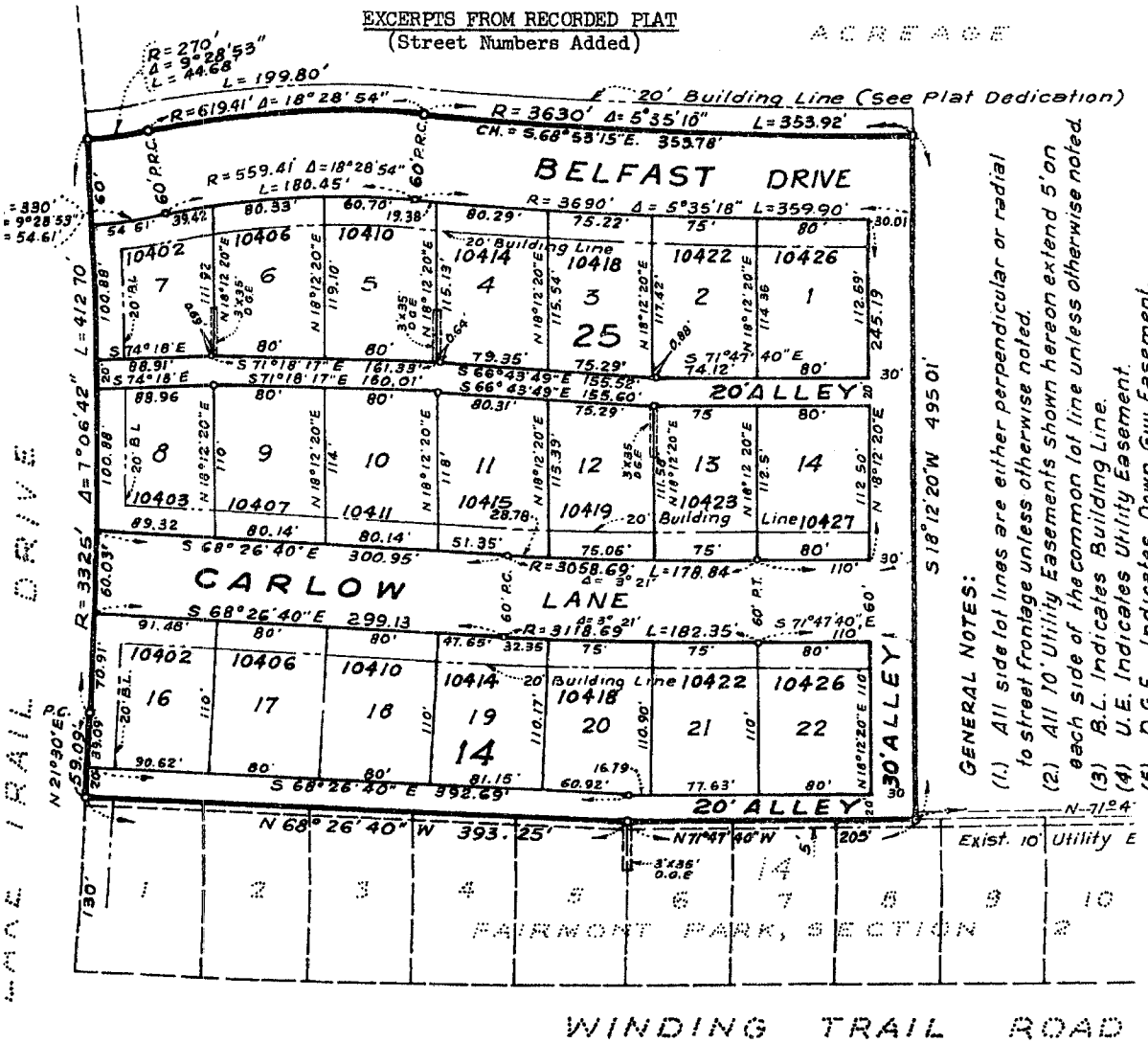
Fairmont Park

6.751 ACRES OUT OF THE
WM. M. JONES SURVEY, A-482
HARRIS CO., TEXAS
Scale: 1"=100' Date: March, 1968



EXCERPTS FROM RECORDED PLAT
(Street Numbers Added)

ACREAGE



GENERAL NOTES:
(1) All side lot lines are either perpendicular or radial to street frontage unless otherwise noted.
(2) All 10' Utility Easements shown hereon extend 5' on each side of the common lot line unless otherwise noted.
(3) B.L. Indicates Building Line.
(4) U.E. Indicates Utility Easement.
(5) D.G.E. Indicates Down Guy Easement.