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FP-Addn
Section 4

RESERVATIONS, RESTRICTIONS AND COVENANTS IN
FAIRMONT PARK ADDN., SECTION FOUR

WHEREAS, the Fairmont Park Joint Venture is the owner of all lots in Fairmont Park Addn., Section Four, 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 17th day of February, 1978, under County Clerk's File No. F486857, said lots being described as follows, to-wit:

Block 26, Lots 1-12, both inclusive; Block 27, Lots 1-8, both inclusive; Block 28, Lots 1-8, both inclusive; and Block 29, Lots 1-33.

and WHEREAS, it is the desire of the Fairmont Park Joint Venture to place restrictions, covenants, conditions, stipulations and reservations upon all of said property in said Fairmont Park Addn., Section Four; NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the restrictions and covenants hereinafter set out shall be, and the same are, made applicable to Fairmont Park Addn., Section Four, 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 17th day of February, 1978, under County Clerk's File No. F486857. 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 Joint Venture, are necessitated by the efficient installation of improvements.

ARTICLE I: RESERVATIONS

That the plat filed for record dedicates for public use as such the streets, alleys, and easements shown therein and there were reserved and are hereby expressly reserved in said Fairmont Park Joint Venture, its successors and assigns,

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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 said Fairmont Park Joint Venture conveying said property, or any part thereof:

(1) There is reserved in said Fairmont Park Joint Venture, its successors and assigns, the right to grant or deny to areas beyond said Fairmont Park Addn., Section Four, connection privileges to any sewerage or water systems installed at the cost and expense of said Fairmont Park Joint Venture:

(2) There is reserved in said Fairmont Park Joint Venture 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 Park Joint Venture 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 Park Joint Venture 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 Park Joint Venture 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 Park Joint Venture.

ARTICLE II: RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the improvement and sale of said Fairmont Park Addn., Section Four, said Fairmont Park Joint Venture, being the sole owner of all property located in said addition, as hereinabove set forth, desires to restrict the use and the development of said addition in order to insure that it will be a high class restricted district;

NOW, THEREFORE, said Fairmont Park Joint Venture, being the sole owner as hereinabove set forth of all property located in said addition, does hereby impose the following

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restrictions on said property which shall constitute covenants running with the land, and shall inure to the benefit of said Fairmont Park Joint Venture, its successors and assigns, and to each and every purchaser of lands in said Addition, and their heirs, executors, administrators, successors, and assigns, as well as 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.

ARTICLE 111: GENERAL RESTRICTIONS

(1) These restrictions shall be effective until January 1, 2005, 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 Addn., Section Four 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 the Fairmont Park Joint Venture on either January 1, 2005 or at the end of any successive ten year period thereafter by 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, 2000, 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 home site 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 home site 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 the Fairmont Park Homes Association, Inc.

(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 covered carports, patio covers, galleries, covered 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.

(9) No garage or servants house shall be erected on any lot in said Fairmont Park Addn., Section Four, 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 Fairmont Park Homes Association, Inc.

(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 buildings 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 buildings 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 buildings or structure of any kind shall not be used for other than construction purposes or sales office purposes during the initial construction of homes in the Addition; and expressly, but not by way of limitation, shall not be used for residential purposes, either during construction, or thereafter; and shall be removed immediately upon completion of construction and/or the sale of such house.

(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, the 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 the Fairmont Park Homes Association, Inc.; 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 the Fairmont Park Joint Venture, and such encroachment is wholly at the risk of the owner.

(15) No signs, billboards, posters, or advertising devices of any character, including, but not by way of limitation, signs advertising garage sales and political signs, shall be erected on any lot or along any street or esplanade without the written consent of the Fairmont Park Homes Association, Inc.; such consent shall be revocable at any time; provided, however, that during the initial construction of homes in the Addition, the builder and the Fairmont Park Joint Venture shall have the right to display signs showing the names of the construction contractors and advertising the homes for sale.

(16) 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 therewith, shall be temporarily or permanently kept, repaired, or work done thereon; on any street, or on any portion of a lot closer to the street than the building setback line hereinafter described.

(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 the Fairmont Park Association, Inc.

(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 the Fairmont Park Home Association, Inc.

(19) The Fairmont Park Joint Venture 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 the Fairmont Park Joint Venture or Homes 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.

(21) The Fairmont Park Joint Venture 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 a garage or other outbuildings are 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.

(23) 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.

(24) 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, in the case of corner lots, 8 feet from all back lot lines, 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 5 feet from any interior lot line. Utility and drainage easements, as shown on the plat of Fairmont Park Addn., Section Four, shall in certain cases increase the

set back along side and/or back lines.

(25) No improvement of any character shall be erected, or the erection thereof begun, or change made in the exterior design thereof on any lot, until complete plans and specifications have been submitted to, and approved in writing by, the Fairmont Park Homes Association, Inc. The Association may reject any plans or specifications that do not comply with the restriction herein imposed.

(26) No building shall be higher than two (2) stories.

(27) 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 story 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.

(28) 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 1,400 square feet; in the case of any residence of more than one story, the requirement as to living area shall be not less than 1,000.00 square feet.

(29) No radio antennas are permitted or maintained on any lot. Television antennas are permitted but no such television antenna shall extend more than ten (10') feet above the roof of the main residential structure on the lot or which represents a hazard to adjoining property due to the type of construction, or infringes a setback or easement.

ARTICLE IV: ANNUAL MAINTENANCE CHARGE

(1) Each lot in Fairmont Park Addn., Section Four, shall be subjected to an annual Maintenance Charge at a rate not to exceed \$10.00 per lot, as platted, plus a pro rata amount, based on square footage, for a portion of a platted lot which may be combined with a lot, as platted, to comprise a larger lot or homesite (where permitted by the provisions of this Declaration), for the purpose of creating a fund to be known as the "maintenance fund" to be paid by the owner of any lot.

and all persons thereafter owning or holding any portion of said lot, their heirs, successors and assigns, in conjunction with a like charge to be paid by the owners of all other lots in Fairmont Park Addn., Section Four, to Fairmont Park Homes Association, Inc.; PROVIDED, HOWEVER, that no lot shall be burdened with any such Maintenance Charge until January 1 of the year following the completion of all site improvements to make any said lot fully developed as a saleable lot, unless a home is built upon any such lot and occupied prior to the next January 1, in which case the Maintenance Charge for the current year shall be prorated over the balance of the current year, commencing with the date of occupancy of said home.

(2) To secure the payment of such Maintenance Charge, a deed of trust lien has been created in favor of Fairmont Park Homes Association, Inc., against each of the above described lots. Other liens may also be created by the Fairmont Park Joint Venture to secure such payment:

(3) Such annual Maintenance Charge may be adjusted, from year to year, by Fairmont Park Homes Association, Inc., as the needs of the property may in its judgment require, but in no event shall such charge be raised above the amount hereinabove set forth.

(4) Fairmont Park Homes Association, Inc. shall apply the total funds arising from the charge, so far as it may be sufficient, toward the payment of maintenance expenses incurred for any or all of the following purposes: lighting, improving and maintaining streets, parks, parkways, esplanades; subsidizing bus service; collecting and disposing of garbage, ashes, rubbish and the like; employing policemen and watchmen; caring for vacant lots; providing and maintaining recreational facilities; and doing any other thing necessary or desirable in the opinion of Fairmont Park Homes Association, Inc. to keep the property neat and in good order, or which it considers to be a general benefit to the owners or occupants of the addition, it being understood that the judgment of Fairmont Park Homes Association, Inc. in the expenditure of said funds shall be final so long as such judgment is exercised in good faith.

and all persons thereafter owning or holding any portion of said lot, their heirs, successors and assigns, in conjunction with a like charge to be paid by the owners of all other lots in Fairmont Park Addn., Section Four, to Fairmont Park Homes Association, Inc.; PROVIDED, HOWEVER, that no lot shall be burdened with any such Maintenance Charge until January 1 of the year following the completion of all site improvements to make any said lot fully developed as a saleable lot, unless a home is built upon any such lot and occupied prior to the next January 1, in which case the Maintenance Charge for the current year shall be prorated over the balance of the current year, commencing with the date of occupancy of said home.

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(5) As to this and other existing sections of Fairmont Park West and/or Fairmont Park Subdivision and as to other sections of Fairmont Park West and/or Fairmont Park Subdivision which may be developed and on which a Maintenance Charge is collected from the owners of lots therein, similar to the foregoing charge, the maintenance fund composed of charges collected from the several owners of this and other sections may be expended for the purposes above enumerated, in all such sections as are paying such Maintenance Charge.

(6) Such Maintenance Charge shall in any event remain effective until January 1, 1990, and shall automatically be extended thereafter for successive periods of ten years; provided, however, that the owners of a majority of the square foot area in Fairmont Park Addn., Section Four, together with the Fairmont Park Joint Venture, its successors, assigns or nominees, may revoke such Maintenance Charge 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 for such purposes, and filing the same for record in the Office of the County Clerk of Harris County, Texas, at any time prior to January 1, 1990 or at any time prior to five years preceding the expiration of any successive ten year period thereafter.

(7) Said Maintenance Charge shall be payable annually on the first day of January of each year, in advance. In the event the owner of any lot should fail to pay the annual Maintenance Charge assessed against such lot in any year on or before its due date, the owner of record of such lot on such date and all subsequent purchasers of such lot shall be held personally liable for payment to Fairmont Park Homes Association, Inc. of (i) interest on such delinquent charge from its due date to the date of payment at the rate of 10% per annum, and (ii) all court costs and reasonable attorney's fees which may be incurred by Fairmont Park Homes Association, Inc. in connection with collection of such delinquent charge and (iii) including any filed in its favor

as security for the payment of such annual Maintenance Charge. Any such liens shall likewise extend to and secure payment of all interest, court costs and attorney's fees that any owner of a lot may hereafter become obligated to pay to Fairmont Park Homes Association, Inc. under the terms and provisions hereof.

(8) All liens, however created, securing the payment of the annual Maintenance Charge against any lot within Fairmont Park Addn., Section Four, shall be the second lien and inferior only to the first lien which existed against any of such lots, or which may thereafter be executed or created against any of such lots, as security for any promissory note executed by the then record owner of such property in connection with either (i) the construction or remodeling of a residential dwelling on such property or (ii) the purchase of such property after the improvement of such property with a residential dwelling; provided, however, that the foreclosure of any of the liens securing a note given for the purposes set forth in items (i) and (ii) above shall not act to cut off such annual Maintenance Charge and the liens securing the same in full, but shall only cut off and remove such liens to the extent that they secure payments of any delinquent annual Maintenance Charges which are then owed against a subject lot, it being understood that all of such maintenance liens shall remain in full force and effect as security for all future annual Maintenance Charges accruing against any said lot after the date of such foreclosure. Likewise, the foreclosure of any such maintenance liens by Fairmont Park Homes Association, Inc. against any said lot shall not cut off, diminish or affect the force and validity of any lien now existing or hereafter executed or created against any lot for the purposes hereinabove set forth.

ARTICLE V: EXERCISE OF RIGHTS BY ADMINS

It is expressly provided that any or all of the rights, privileges and discretions set forth herein in favor of, or

as security for the payment of such annual Maintenance Charge. Any such liens shall likewise extend to and secure payment of all interest, court costs and attorney's fees that any owner of a lot may hereafter become obligated to pay to Fairmont Park Homes Association, Inc. under the terms and provisions hereof.

(8) All liens, however created, securing the payment of the annual Maintenance Charge against any lot within Fairmont Park Addn., Section Four, shall be the second lien and inferior only to the first lien which existed against any of such lots, or which may thereafter be executed or created against any of such lots, as security for any promissory note executed by the then record owner of such property in connection with either (i) the construction or remodeling of a residential dwelling on such property or (ii) the purchase of such property after the improvement of such property with a residential dwelling; provided, however, that the foreclosure of any of the liens securing a note given for the purposes set forth in items (i) and (ii) above shall not act to cut off such annual Maintenance Charge and the liens securing the same in full, but shall only cut off and remove such liens to the extent that they secure payments of any delinquent annual Maintenance Charges which are then owed against a subject lot, it being understood that all of such maintenance liens shall remain in full force and effect as security for all future annual Maintenance Charges accruing against any said lot after the date of such foreclosure. Likewise, the foreclosure of any such maintenance liens by Fairmont Park Homes Association, Inc. against any said lot shall not cut off, diminish or affect the force and validity of any lien now existing or hereafter executed or created against any lot for the purposes hereinabove set forth.

ARTICLE V: EXERCISE OF RIGHTS BY NOMINEES

It is expressly provided that any or all of the rights, privileges and discretions set forth herein in favor of, or

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to be exercised by, the Fairmont Park Joint Venture, shall, at the election of the Joint Venture, inure to the benefit of, and be exercisable by, its nominee or nominees, or successors, if such election be evidenced, specifically, by an instrument executed and acknowledged by the Fairmont Park Joint Venture, and filed for record in the Office of the County Clerk of Harris County, Texas.

ARTICLE VI: MEMBERSHIP AND VOTING
RIGHTS IN PROPERTY OWNER'S ASSOCIATION

Fairmont Park Addn., Section Four, is a part of the development of "Fairmont Park Addition", consisting of the three sections of Fairmont Park and the one section of Fairmont Park West. The Fairmont Parks Homes Association, Inc., (the "Association") is a non-profit corporation organized so as to include in its membership all owners of record of all lots within the Fairmont Park Addition.

(1) Membership. Each owner of a lot in Fairmont Park Addn., Section Four, shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any lot. Every member of the Association has the right at all reasonable times during business hours to inspect the books of the Association.

(2) Membership Fees. No membership fees shall be charged by the Association, but the Association shall assess and collect annually the annual Maintenance Charge provided for herein.

(3) Voting Rights. Each owner of a lot shall be entitled to one vote for each lot owned. There shall be only one class of voting membership.

(4) Bylaws. The Association has an existing set of bylaws to govern the Association and its members, which may be amended at an annual or special meeting of the members of the Association.

ARTICLE VII: PROPERTY RIGHTS IN
COMMON AREA

The Fairmont Park Homes Association, Inc. holds

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the legal title to a tract of land containing 1.248 acres, adjacent to a 15 acre City of La Porte Park; located on Collingswood Road. The common area contains certain improvements for the use and enjoyment of the members of the Association.

Each owner of a lot within Fairmont Park Addn., Section Four, 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; and
- b. The right of the Association to create rules and regulations for the use of the common area; together with the right to enforce such rules by reasonable means.

ARTICLE VIII: 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 Addn., Section Four, 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 Addn., Section Four.

WITNESS OUR HANDS on this 22nd day of February, 1978.

FAIRMONT PARK JOINT VENTURE

By *Eddie V. Gray*
EDDIE V. GRAY, TRUSTEE

By _____
G. DECKER MCKIM, TRUSTEE

Return to:

H. E. WILBANKS

Box 989

Dayton, TN 37520

189-11-0874

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared EDDIE V. GRAY and G. DECKER MCKIM, TRUSTEES, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of February, A. D. 1978.



Kay Williams
NOTARY PUBLIC, HARRIS COUNTY, TEXAS
KAY WILLIAMS

RETURN TO
REID, STRICKLAND,
GILLETTE and ELKINS
P.O. BOX 809
BAYTOWN, TEXAS 77520