

FPW
Section 1

16698456

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RESERVATIONS, RESTRICTIONS AND
COVENANTS IN FAIRMONT PARK WEST, SECTION 1

DEED RECORDED

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090-32-1121

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 11th day of May, 1963, all of the directors being present; and at a meeting of the Board of Directors of Fairmont Park Sales Company, a Texas corporation, held in the office of the corporation in Houston, Texas, on the 27th day of May, 1963, all of the directors being present; the following resolutions were adopted, in each case, by the unanimous vote of the directors of the respective corporations:

12

WHEREAS, FAIRMONT PARK CORPORATION is the owner of certain lots in Fairmont Park West, 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 28th day of May, 1963, under County Clerk's File No. 8-496935 said lots being described as follows, to-wit:

1230

- Block 1: Lots 1, 2, 3, and 18 to 28, both inclusive; and,
- Block 2: Lots 1, 2, 3; 19 to 23, both inclusive; and 39; and,
- Block 3: Lots 1 to 9, both inclusive; 26 to 31, both inclusive; and,
- Block 4: Lots 7 to 13, both inclusive; and,
- Block 5: Lots 1, 2; and 18 to 27, both inclusive; and,
- Block 6: Lots 1 to 16, both inclusive; and,
- Block 7: Lots 12 to 24, both inclusive; and,
- Block 8: Lots 11 to 24, both inclusive; and,
- Block 9: Lots 1 to 8, both inclusive; and 20 to 28, both inclusive; and,
- Block 10: Lots 6 to 22, both inclusive; and,
- Block 12: Lots 1 to 9, both inclusive; and 17 to 23, both inclusive; and,
- Block 13: Lots 1 to 13, both inclusive; and,
- Block 14: Lots 1 to 14, both inclusive; and,
- Block 15: Lots 1 to 14, both inclusive; and,
- Block 16: Lots 1 to 12, both inclusive; and,
- Block 17: Lots 2 to 18, both inclusive; and,

WHEREAS, FAIRMONT PARK SALES COMPANY is the owner of certain lots in Fairmont Park West, Section 1, said lots being described as follows, to-wit:

- Block 1: Lots 5 to 16, both inclusive; and,
- Block 2: Lots 4 to 17, both inclusive; and 23 to 36, both inclusive; and,
- Block 3: Lots 11 to 24, both inclusive; and,
- Block 4: Lots 1 to 5, both inclusive; and 15 to 18, both inclusive; and,
- Block 5: Lots 5 to 16, both inclusive; and 29 to 40, both inclusive; and,
- Block 7: Lots 1 to 10, both inclusive; and 26 to 34, both inclusive; and,
- Block 8: Lots 1 to 9, both inclusive; and 26 to 32, both inclusive; and,
- Block 9: Lots 10 to 18, both inclusive; and,
- Block 10: Lots 1, 2, 3, 4, 24 and 25; and,
- Block 11: Lots 1 to 7, both inclusive; and,
- Block 12: Lots 12, 13 and 14; and,

MAY 31 AM 10 55

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IF ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS

I hereby certify that the above and foregoing is a full true, and correct copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon. I hereby certify on

JUN 18 1986



ANITA ROE HEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
Deputy

WHEREAS, FAIRMONT PARK CORPORATION and FAIRMONT PARK SALES COMPANY each owns in severally certain tracts of land, which tracts comprise all of certain lots in Fairmont Park West, Section 1, said lots being described as follows, to-wit:

- Block 1: Lots 4 and 17; and,
- Block 2: Lots 18, 24, 37 and 38; and,
- Block 3: Lots 10 and 25; and,
- Block 4: Lots 6 and 14; and,
- Block 5: Lots 3, 4, 17, 28, 41 and 42; and,
- Block 7: Lots 11 and 25; and,
- Block 8: Lots 10 and 25; and,
- Block 9: Lots 9 and 19; and,
- Block 10: Lots 5 and 23; and,
- Block 12: Lots 10, 11, 15 and 16; and,
- Block 17: Lot 1; and,

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WHEREAS, it is the desire of FAIRMONT PARK CORPORATION and FAIRMONT PARK SALES COMPANY to place restrictions, covenants, conditions, stipulations and reservations upon and against all of the property owned by said corporation in said Fairmont Park West, Section 1; such property being, expressly, but not by way of limitation, as hereinabove set forth:

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 West, 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 9th day of May, 1963, under County Clerk's File No. 1-100-135. 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 above 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, or FAIRMONT PARK SALES COMPANY, or either 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 West, Section 1, connection privileges to any sewerage or water systems installed at the cost and expense of said FAIRMONT and/or said FAIRMONT PARK SALES COMPANY, or either of them.
- (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 FAIRMONT PARK SALES COMPANY 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.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. THE STATE OF TEXAS } COUNTY OF HARRIS }

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JUN 18 1986



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
Deputy

(b) It is expressly agreed and understood that the title conveyed by FAIRMONT, or FAIRMONT PARK SALES COMPANY, or either 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 FAIRMONT PARK SALES COMPANY, or either 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 West, Section 1, an Addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas, on May 19, 1963, under County Clerk's File No. 1963-1126, FAIRMONT PARK CORPORATION, and FAIRMONT PARK SALES COMPANY, being the sole owners of all property located in said Fairmont Park West, Section 1, as hereinabove set forth, desire to restrict the use and the development of the property located in Fairmont Park West, Section 1, in order to insure that it will be a high class restricted district:

NOW, THEREFORE, FAIRMONT PARK CORPORATION, and FAIRMONT PARK SALES COMPANY, being the sole owners as hereinabove set forth of property known as Fairmont Park West, Section 1, an Addition in Harris County, Texas, according to plat thereof filed in the office of the County Clerk, Harris County, Texas on May 19, 1963, under County Clerk's File No. 1963-1126, 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 and FAIRMONT PARK SALES 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 WEST 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 West, 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 and/or FAIRMONT PARK SALES COMPANY, or either of them, 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 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, 1990, or at any time prior to five years preceding the expiration of any successive ten year period thereafter.

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

THE STATE OF TEXAS }
COUNTY OF HARRIS }

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JUN 18 1986



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By

Deputy

(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 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 West, 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.

(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 manner. Trees, shrubs, vines and plants which die shall be promptly removed from property. Until a home or residence is built on a lot,

DEPT RECORDS
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THE STATE OF TEXAS }
COUNTY OF HARRIS }
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JUN 18 1986

ANITA BODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS



By *[Signature]*
Deputy

FAIRBANK PARK CORPORATION or FAIRBANK PARK HOME 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 FAIRBANK 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 FAIRBANK 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 FAIRBANK PARK CORPORATION; such consent shall be revocable at any time.

(16) No boats, trailers, house trailers, trucks, or junk, of any kind or character, or any accessories, parts or objects to be used therewith, shall be kept, 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.

(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 FAIRBANK 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 FAIRBANK PARK CORPORATION.

(19) FAIRBANK 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 FAIRBANK PARK CORPORATION or FAIRBANK PARK HOME ASSOCIATION, Inc., the right to enter upon the property where such violation exists and summarily state or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.

(21) FAIRBANK PARK CORPORATION shall have the right to modify the restrictions with reference to location of setback or side-line 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 FAIRBANK PARK CORPORATION upon submission of plans and specifications, as provided in deed from FAIRBANK PARK CORPORATION or FAIRBANK PARK SALES COMPANY, or either of them, the setback distances from front and side lines of the 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.

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091-12-1428

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STATE OF TEXAS }
COUNTY OF HARRIS }

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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
Deputy

(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 shall be higher than two stories.

(26) The outbuilding or outbuildings on any lot (or homestead, as hereinafter 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.

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 1150 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 1350 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. of ft. from Lot Lines)				Set Back Distances (No. of ft. from Lot Lines)			
			No.	So.	East	West	No.	So.	East	West
1	1	1150	20	25	5	10	20	70	3	25
	2-19 incl.	1150	20	25	5	5	20	70	3	5
	*(a)20	1150	20	25	5	5	20	70	3	5
	*(a)21	1150	5	5	10	25	5	5	10	70
	22	1150	5	5	10	25	5	5	10	70
	23	1150	5	5	10	25	5	5	10	70
	24	1150	5	5	10	25	5	5	10	70
	25	1150	5	5	10	25	5	5	10	70
	26	1150	5	5	10	25	5	5	10	70
	27	1150	5	5	10	25	5	5	10	70
	28	1150	5	10	10	25	5	25	10	70
2	1	1150	25	5	5	10	70	5	5	25
	2-19 incl.	1150	25	5	5	5	70	5	5	5
	20	1150	25	5	10	5	70	5	25	5
	21	1150	5	25	10	5	5	70	25	5
	22-32 incl.	1150	5	25	5	5	5	70	5	5
	33	1150	5	25	5	10	5	70	5	25

5138 42
 FILM CODE
 090-02-1-829

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JUN 18 1986

ANITA RODEHEAVER
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

By *[Signature]*
 Deputy



FILM CODE 5139 43
090-02-1430

***Square Feet of 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. of ft. from Lot Lines)							
			No.	So.	East	West	No.	So.	East	West
			House			Garage - Outbuilding				
3	(b) 1	1150	25	5	5	10	70	5	3	25
	(b) 2	1150	25	5	5	5	70	5	5	3
	(b) 3	1150	25	5	5	5	70	5	3	5
	(b) 4-7 incl.	1150	25	5	5	5	70	5	3	3
	(b) 8	1150	25	5	5	5	70	5	5	3
	(b) 9	1150	25	5	5	5	70	5	3	5
	(b) 10-16 incl.	1150	25	5	5	5	70	5	3	3
	(b) 17	1150	25	5	10	5	70	5	25	3
	(b) 18	1150	5	25	10	5	5	70	25	3
	(b) 19-24 incl.	1150	5	25	5	5	5	70	3	3
	(b) 25	1150	5	25	5	5	5	70	3	5
	(b) 26	1150	5	25	5	5	5	70	5	3
	(b) 27-30 incl.	1150	5	25	5	5	5	70	3	3
	(b) 31	1150	5	25	5	10	5	70	3	25
4	1	1150	25	5	5	10	70	5	3	25
	2-8 incl.	1150	25	5	5	5	70	5	3	3
	9	1150	25	5	10	5	70	5	25	3
	10	1150	5	25	10	5	5	70	25	3
	11-17 incl.	1150	5	25	5	5	5	70	3	3
	18	1150	5	25	5	10	5	70	3	25
5	(a) 1	1150	25	5	5	10	70	5	3	25
	(a) 2-21 incl.	1150	25	5	5	5	70	5	3	3
	(a) 22	1150	25	5	10	5	70	5	25	3
	(a) 23	1150	5	25	10	5	5	70	25	3
	(a) 24-41 incl.	1150	5	25	5	5	5	70	3	3
	(a) 42	1150	5	25	5	10	5	70	3	25
6	1	1150	10	5	10	25	25	5	10	70
	2	1150	5	5	10	25	5	3	10	70
	3	1150	5	5	10	25	5	5	10	70
	4	1150	5	5	10	25	5	3	10	70
	5	1150	5	5	10	25	5	5	10	70
	6	1150	5	5	10	25	5	5	10	70
	7	1150	5	5	10	25	5	5	10	70
	8	1150	5	5	10	25	5	3	10	70
	9	1150	5	5	10	25	5	5	10	70
	10	1150	5	5	10	25	5	3	10	70
	11	1150	5	5	10	25	5	5	10	70
	12	1150	5	5	10	25	5	3	10	70
	13	1150	5	5	10	25	5	5	10	70
	14	1150	5	5	10	25	5	3	10	70
	15	1150	5	5	10	25	5	3	10	70
	16	1150	5	10	10	25	5	25	10	70
7	(4) 1	1150	20	5	5	20	50	5	3	25
	2	1150	20	5	5	5	50	5	3	3
	3-16 incl.	1150	25	5	5	5	70	5	3	3
	17	1150	25	5	10	5	70	5	25	3
	18	1150	5	25	10	5	5	70	25	3
	19-23 incl.	1150	5	25	5	5	5	70	3	3
	24 and 25	1150	5	25	5	5	5	60	3	3

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

THE STATE OF TEXAS }
COUNTY OF HARRIS }

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JUN 18 1986



ANITA ROBEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By

[Signature]
Deputy

FILM CODE

DEED RECORDS

090-02-1431

5139 44

1150 Square Feet of
Living Area for
One Story Residence
(Increase 200 sq. ft.
for Residence of
more than one story)

Block No.	Lot Number	Area	Set Back Distances (No. of ft. from Lot Lines)								
			No.	So.	East	West	No.	So.	East	West	
			House				Garage - Outbuilding				
8	(a) 1	1150	5	10	5	25	5	25	5	70	
	(a) 2	1150	5	5	5	25	5	5	5	70	
	3	1150	25	5	5	10	70	3	3	25	
	4-16 incl.	1150	25	5	5	5	70	5	3	3	
	17	1150	25	5	10	5	70	5	25	3	
	18	1150	5	25	10	5	5	70	25	3	
	(a) 19-31, incl.	1150	5	25	5	5	5	70	3	3	
	(a) 32	1150	5	25	5	10	5	70	3	25	
	9	1	1150	25	5	5	10	70	5	3	25
		2-6 incl.	1150	25	5	5	5	70	5	3	3
7		1150	25	5	5	5	70	5	3	3	
8		1150	25	5	5	5	70	5	3	3	
9-13 incl.		1150	25	5	5	5	70	5	3	3	
14		1150	25	5	10	5	70	5	25	3	
15		1150	5	25	5	5	5	70	5	3	
16		1150	5	25	5	5	5	70	5	3	
17 to 27 incl.		1150	5	25	5	5	5	70	5	3	
28		1150	5	25	5	10	5	70	5	25	
10	(r) 1	1150	25	5	5	10	70	5	3	25	
	(r) 2-12 incl.	1150	25	5	5	5	70	5	3	3	
	(r) 13	1150	25	5	10	5	5	70	5	3	
	(r) 14	1150	25	5	5	5	5	70	5	3	
	(r) 15-24 incl.	1150	25	5	5	5	5	70	5	3	
	(r) 25	1150	25	5	5	10	5	70	5	25	
11	(a) 1	1150	25	5	5	10	70	5	3	25	
	(a) 2-6 incl.	1150	25	5	5	5	70	5	3	3	
	(a) 7	1150	25	5	5	5	70	5	3	3	
	(a) 8	1150	25	5	5	5	70	5	3	3	
12	(a) 1	1150	25	5	5	10	70	5	3	25	
	(a) 2-11 incl.	1150	25	5	5	5	70	5	3	3	
	(a) 12	1150	25	5	5	5	70	5	3	3	
	(a) 13	1150	25	5	10	5	70	5	25	3	
	(a) 14	1150	5	25	5	5	5	70	5	3	
	(a) 15-23 incl.	1150	5	25	5	5	5	70	5	3	
	(a) 24	1150	5	25	5	5	5	70	5	3	
	(a) 25	1150	5	25	5	10	5	70	5	25	
13	1	1150	10	25	10	5	10	70	25	5	
	2-8	1150	10	25	5	5	10	70	5	5	
	(a) 9	1150	10	25	5	5	10	70	5	5	
	(a) 10	1150	10	25	5	5	10	70	5	5	
	(a) 11 and 12	1150	10	25	5	5	10	70	5	5	
	13	1150	10	25	5	5	10	70	5	5	
14	1	1150	25	5	5	10	70	5	3	25	
	2-6 incl.	1150	25	5	5	5	70	5	3	3	
	7	1150	25	5	10	5	5	70	5	3	
	8	1150	25	5	5	5	5	70	5	3	
	9-13 incl.	1150	25	5	5	5	5	70	5	3	
	14	1150	25	5	5	10	5	70	5	25	

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
 THE STATE OF TEXAS }
 COUNTY OF HARRIS }
 I certify that the above and foregoing is a full true, and correct copy of the original record now in my lawful custody and filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon, I hereby certify on

JUN 18 1986



ANITA RODEHEAVER
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

By *[Signature]*
 Deputy

DEED RECORD
5138 45

FILM CODE
090-02-1432

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 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)				Set Back Distances (No. ft. from Lot Lines)			
			No.	So.	East	West	No.	So.	East	West
15	1	1150	25	5	5	10	70	5	3	25
	2-6 incl.	1150	25	5	5	5	70	5	3	3
	7	1150	25	5	10	5	70	5	25	3
	8	1150	5	25	10	5	5	70	25	3
	9-13 incl.	1150	5	25	5	5	5	70	3	3
16	14	1150	5	25	5	10	5	70	3	25
16	1	1150	10	5	25	25	25	3	70	25
	2 and 3	1150	5	5	25	25	3	3	70	25
	(j) 4	1150	5	5	25	25	3	3	70	25
	(j) 5	1150	25	10	5	5	70	10	3	3
	6-11 incl.	1150	25	10	5	5	70	10	3	3
17	12	1150	25	10	10	5	70	10	25	3
17	1	1150	25	5	10	5	70	5	25	3
	(k) 2-9 incl.	1150	25	5	5	5	70	5	3	3
	(k) 10	1150	25	5	5	5	70	5	3	5
	(k) 11	1150	25	5	5	10	70	5	5	25
	(k) 12	1150	5	25	5	10	5	70	3	25
(k) 13-18 incl.	1150	5	25	5	5	5	70	3	3	

For the purpose of this schedule, and the setback distances set forth herein, the following arbitrary designations of NORTH, SOUTH, EAST and WEST have been made:

(a) Block One (1):

Lot Twenty (20): The common line between Lots 20 and 21 is considered the east line of Lot 20.

Lot Twenty-One (21): The common line between Lots 20 and 21 is considered the north line of Lot 21; the lot line along the 150 foot drainage R.O.W. is considered the east line of Lot 21; the lot line along Roseberry Drive is considered the west line of Lot 21.

(b) Block Three (3):

Lots One (1) to Seventeen (17), inclusive: The lot lines along Cedarroot Drive and Astrin Lane are considered the north lot lines of these lots.

Lots Eighteen (18) to Thirty-One (31), inclusive: The lot lines along Catlett Lane are considered the south lot lines of these lots.

(c) Block Five (5):

Lots One (1) to Twenty-Two (22), inclusive: The lot lines along Catlett Lane are considered the north lot lines of these lots.

Lots Twenty-Three (23) to Forty-Two (42), inclusive: The lot lines along Belfast Road are considered the south lot lines of these lots.

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I hereby certify that the above and foregoing is a full, true, and correct copy of the original record now in my lawful custody and on, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and microfilm identification number as stamped thereon. I hereby certify

JUN 18 1986



ANITA ROE HEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
Deputy

FILM CODE

DEED RECORDS

(a) Block Seven (7): 090-02-143;

5138-46

Lot One (1): The lot line along Belfast Road is considered the north line of this lot; the common line between Lots 1 and 2 is considered the east line of Lot 1; the common line between Lots 1 and 3 is considered the south line of Lot 1; and the lot line along Carlow Lane is considered the west line of Lot 1.

(c) Block Eight (8):

Lots One (1) and Two (2): The lot lines along Parkmoor Drive are considered the west lot lines of these lots.

Lots Thirty (30), Thirty-One (31), and Thirty-Two (32): The lot lines along Winding Trail Road are considered the south lot lines of these lots.

(f) Block Ten (10):

Lots One (1) to Thirteen (13), inclusive: The lot lines along Winding Trail Road are considered the north lot lines of these lots.

Lots Fourteen (14) to Twenty-Five (25), inclusive: The lot lines along Hillridge Road are considered the south lot lines of these lots.

(g) Block Eleven (11):

Lots One (1) to Seven (7), inclusive: The lot lines along Dover Hill Road are considered the north lot lines of these lots.

(h) Block Twelve (12):

Lots One (1) to Thirteen (13), inclusive: The lot lines along Dover Hill Road are considered the north lot lines of these lots.

Lots Fourteen (14) to Twenty-Five (25), inclusive: The lot lines along Stonemont Road are considered the south lot lines of these lots.

(i) Block Thirteen (13):

Lot Nine (9): The lot line along Dover Hill Road is considered the south lot line of this lot.

Lot Ten (10): The lot line along Dover Hill Road is considered the east lot line of this lot.

(j) Block Sixteen (16):

Lot Four (4): The lot line along Willmoet Road is considered the east lot line of this lot.

Lot Five (5): The lot line along Willmoet Road is considered the north lot line of this lot.

(k) Block Seventeen (17):

Lots One (1) to Eleven (11), inclusive: The lot lines along Stonemont Road are considered the north lot lines of these lots.

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-10-

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

THE STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that the above and foregoing is a full, true, and correct graphic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and using microfilm identification number as stamped thereon, I hereby certify

JUN 18 1986



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
Deputy

DEED RECORDED

Lots Twelve (12) to Eighteen (18), inclusive: The lot lines along Willcott Road are considered the south lot lines of these lots. 5139 47

"B.L." signifies "Building Line" along Underwood Road, as above on plat.

FILM CODE
090-02-1334

FACING OF RESIDENCE

Houses or residences on all lots shall face the street on which the lot abuts, except that:

- (a) On corner lots, the houses or residences shall face the street on which the greater set back distance is indicated on the plat; and,
- (b) The house or residence on Lot One (1), Block Seven (7), shall face Belfast Road.

ENTRANCE OF GARAGE DRIVEWAY

No garage driveways constructed on any lots shall enter from Underwood Road, or from a center driveway.

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, Mr. 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, Mr. G. Farrington, as President of FAIRMONT PARK SALES 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 FAIRMONT PARK SALES COMPANY, passed and adopted at a meeting of said Board of Directors of FAIRMONT PARK SALES COMPANY, held in Houston, Texas.

WITNESS our hands at Houston, Texas, on this 27th day of May,

1963.

ATTEST:

Robroy Carroll
Secretary

FAIRMONT PARK CORPORATION

BY: *G. Farrington*
Mr. G. Farrington, President

300
over

ATTEST:

Robroy Carroll
Secretary

FAIRMONT PARK SALES COMPANY

BY: *G. Farrington*
Mr. G. Farrington, President

SUBSCRIBED AND SWORN TO before me this the 27th day of May,

1963.

M. P. Peterson
Notary Public in and for
Harris County, Texas
M. P. PETERSON

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THE STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that the above and foregoing is a full true, and correct topographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon. I hereby certify on

JUN 18 1986



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By: *[Signature]*
Deputy

STATE OF TEXAS
COUNTY OF HARRIS

FILM CODE
U90-02-1435

5138 . 48

BEFORE ME, the undersigned authority, on this day personally appeared **Wm. G. FARRINGTON**, as President of **FALMONT 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, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 27th day of MAY, 1963.

M. P. Peterson
Notary Public in and for
Harris County, T e x a s
M. P. PETERSON

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared **Wm. G. FARRINGTON**, as President of **FALMONT PARK SALES COMPANY** 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, as the act and deed of said Corporation, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 27th day of MAY, 1963.

M. P. Peterson
Notary Public in and for
Harris County, T e x a s
M. P. PETERSON

STATE OF TEXAS
COUNTY OF HARRIS

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 Dufay, 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; does hereby testify, adopt and join in the "Reservations, Restrictions and Covenants in Falmont Park West, Section 1," as hereinabove set forth, in the capacity of said Trustee.

In Testimony whereof, First City National Bank of Houston, as

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, TENANT OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }

I hereby certify that the above and foregoing is a full true, and correct copy of the original record now in my lawful custody and is filed on the date stamped thereon and as the same is recorded in my office and preserved on microfilm, and microfilm identification number as stamped thereon. I hereby certify

JUN 18 1986



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

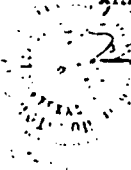
Anita Rodeheaver
Deputy

DEED RECORDS

Trustee, has caused these presents to be signed by H. B. Edwards 5198 49
its Vice-President, thereto authorized, attested by its Assistant Cashier,
MARIE W. EDWARDS and its common seal hereunto affixed this
3rd day of May, 1963.

ATTEST:

FIRST CITY NATIONAL BANK OF HOUSTON



[Signature]
Assistant Cashier

By [Signature]
Vice President

FILM CODE
090-32-1436

STATE OF TEXAS

COUNTY OF HARRIS

EMERSON M. [Signature], the undersigned authority, on this day personally
appeared H. B. Edwards 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.

May GIVES under my hand and seal of office, this 3rd day of
1963.



[Signature]
Notary Public in and for
Harris County, Texas

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

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ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, TRANSFER OR USE OF THE DESCRIBED REAL
PROPERTY BECAUSE OF RACE OR COLOR IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that the above and foregoing is a full, true, and correct
copy of the original record now in my lawful custody and
preserved on the date stamped thereon and as the same is recorded
in my office and preserved on microfilm, and
having microfilm identification number as stamped thereon, I hereby certify
on

JUN 18 1986



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By [Signature]
Deputy

FILM CODE
090-02-1437

DEED RECORDS
v. 5138 . 50

STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED on the date and at the time stamped herein by me, and was duly RECORDED, in the Volume and Page of the record RECORDS of Harris County, Texas, as stated herein by me, on

MAY 31 1963



Robert Montford
COUNTY CLERK,
HARRIS COUNTY, TEXAS

*Return to:
Furness F. Paul Casey
1661 Tenthredinal Blvd.
Houston, TX, TEXAS*

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

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the records in my office and preserved on microfilm, and confirm identification number as stamped thereon. I hereby certify

JUN 18 1966



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
Deputy