

Section 4 East

1)The 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 Addition, 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, 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 purpose 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 purposed 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 or 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 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 herein-after 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 Homes Association, Inc.

19) The Fairmont Park Joint Venture may make other restrictions applicable to any lot or lots by appropriate provisions 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 outbuilding 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 case of corner lots, 8 feet from all back lot lines, and 5 feet from interior lot lines. No detached garage or other out building on any lot shall be located nearer than 10 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 3 feet from any interior lot line. Utility and drainage easements, as shown on the plat of Fairmont Park Addition, Section Four, shall in certain cases increase the setback alongside 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 home site, 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 outbuilding 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 home site, exclusive of porches and garages, shall not be less than 1,400 sq ft; in the case of any residence of more than one story, the requirements as to living area shall be not less than 1,600 sq ft.

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 of which represents a hazard to adjoining property due to the type of construction or infringes a setback or easement.