

### **Section 3**

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 housekeeping 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 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 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 day 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 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, house trailer, 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, servant's 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, servant's 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.

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 home site, 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.