

In order to secure the faithful performance by OWNER and all subsequent owners of the above described property of all obligations imposed upon them by this instrument and all other instruments filed of record in the office of the County Clerk of Harris County, Texas which originally created or affect the aforementioned Annual Maintenance Charge and lien, OWNER, in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to OWNER in hand paid by Monte P. McDonald called Trustee, the receipt of which payment is hereby acknowledged and confessed, and of the debt and trust hereinabove and hereafter mentioned, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do GRANT, BARGAIN, SELL and CONVEY unto Trustee, and unto the successor or substitute Trustee hereinafter provided, the above described property situated in Harris County, Texas, together with all improvements thereon or hereafter placed thereon, and all fixtures, now or hereafter installed or used on the above described property or the improvements thereon, including, but not limited to, all heating, lighting, plumbing, ventilating, incinerating, water-heating, and air-conditioning equipment, fixtures and appurtenances, window screens, window shades, venetian blinds, awnings, floor coverings and shrubbery and other property used in connection with the use and enjoyment of the above described property and the improvements thereon, and all renewals, replacements and substitutions thereof and additions thereto, all of which said property and fixtures shall be deemed to be a part of and affixed to the above described real property.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights, privileges, hereditaments and appurtenances thereunto in anywise incident, appertaining or belonging (all of which is hereinafter called the "Premises") unto Trustee, and his successors or substitutes forever; and hereby bind themselves, their heirs, successors and legal representatives, to WARRANT and FOREVER DEFEND said Premises unto Trustee, his successors and substitutes, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made in trust for the purposes of securing the payment of an Annual Maintenance Charge against the above described property as created, modified and evidenced by this instrument and divers other instruments of record in the office of the County Clerk of Harris County, Texas, to FAIRMONT PARK HOMES ASSOCIATION, INC., reference to which instruments is hereby made for full and accurate description of such Annual Maintenance Charge, the annual amount thereof and for all other matters in connection therewith.

ANY PROVISION HEREIN WHICH RELATES TO THE RACE, COLOR, OR SEX OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW
 THE STATE OF TEXAS }
 COUNTY OF HARRIS }
 The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and preserved on microfilm, and having microfilm identification Number as stamped thereon. I hereby certify as:

JUN 28 1988



ANITA RODEHEAVER
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

By *[Signature]*
 BILLY W. GAGE Deputy

In addition to securing payment of such basic Annual Maintenance Charge, the lien hereby created shall likewise extend to and secure payment of all interest, court costs and attorney fees which any owner of the above described property, their successors or assigns, should become obligated to pay to FAIRMONT PARK HOMES ASSOCIATION, INC. under the terms and provisions of the Modification Agreement hereinabove set forth. Such basic Annual Maintenance Charge and all interest accruing thereon under the provisions of the Modification Agreement hereinabove set forth, as well as all court costs and attorney fees which may become owing under the terms and provisions of such Modification Agreement, are all collectively hereinafter referred to as the "indebtedness".

OWNER hereby expressly COVENANTS and AGREES on behalf of themselves and all subsequent owners of the above described property that:

1. They will pay the Annual Maintenance Charge hereafter accruing each year against the above described property in accordance with the terms and provisions of this instrument and the various other instruments of record in the office of the County Clerk of Harris County, Texas originally creating or affecting such Annual Maintenance Charge.

2. In the event OWNER, their successors or assigns default in any year in the payment of such Annual Maintenance Charge on or before its due date, OWNER, their successors or assigns, will likewise pay interest on such amount from date of delinquency at the rate of 10% per annum and will further reimburse FAIRMONT PARK HOMES ASSOCIATION, INC. for all court costs and attorney fees which it may incur in connection with collection of such Annual Maintenance Charge and/or foreclosing the lien hereby created or any other lien which also secures payment of such Annual Maintenance Charge.

3. This Deed of Trust shall cover any and all rearrangements and renewals of the indebtedness secured hereby and all extensions in the time of payment thereof. Likewise, the execution of this Deed of Trust shall not impair or affect any other security which may be given to secure the payments of the indebtedness secured hereby, and all such additional security shall be considered as cumulative. The taking of additional security, execution of partial release of security or any extension of time of payment of the indebtedness secured hereby shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any owner of the above described property for the payment of said indebtedness.

4. They will pay as same come due and before they become delinquent, all taxes, assessments and other charges imposed, levied or assessed against the above described property.

NOY PROVISION HEREIN WHICH RELATES TO RACE, COLOR OR SEX OF THE DESCRIBED REAL PROPERTY BECAUSE IT VIOLATES TITLE 36, CHAPTER 1, SECTION 1.01, OF THE STATUTES OF THE STATE OF TEXAS. THE ABOVE IS A FULL, TRUE, AND CORRECT PHOTOGRAPHIC COPY OF THE ORIGINAL RECORD NOW IN MY LEGAL CUSTODY AND POSSESSION. IT IS BEING RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY IN MY OFFICE AND PRESERVED ON MICROFILM, AND HAVING MICROFILM IDENTIFICATION NUMBER AS STAMPED THEREON, I HEREBY CERTIFY ON

JUN 28 1988



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS
By *Billy W. Gage*
BILLY W. GAGE Deputy

of the above described property or any part thereof without notice to OWNER and without limiting or discharging the liability of OWNER under this Deed of Trust and the indebtedness secured hereby. Sale of the premises, forbearance by ASSOCIATION or extensions of the time of payment of the indebtedness secured hereby shall not operate to release, discharge, modify, change or affect the original liability of OWNER in whole or in part, provided however, OWNER'S liability shall not in any case extend to any obligation incurred after the OWNER has conveyed the property to another.

6. If default is made in the payment of any part of the indebtedness secured hereby or in the performance of any of the covenants and agreements contained in this instrument or in any other instrument of record in the office of the County Clerk of Harris County, Texas creating or affecting the aforementioned Annual Maintenance Charge, then at once or at any time thereafter while any part of said indebtedness remains unpaid, at the option of the ASSOCIATION, without demand or notice, it shall thereupon be the duty of the above named Trustee, or his successor or substitute, as hereinafter provided, to enforce this trust at the request of ASSOCIATION (which request shall be presumed) and to sell the premises with or without first having taken possession of the same and in whole or in part, as the acting Trustee may elect, (all rights to a marshalling of assets by OWNERS being expressly waived hereby) to the highest bidder for cash at public auction at the Courthouse door of the County in which said premises are situated on the first Tuesday of any month between the hours of 10 A.M. and 4 P. M., after giving notice of the time, place and terms of sale and the premises to be sold by posting or causing to be posted written or printed notices thereof for at least twenty-one (21) consecutive days prior to the date of said sale in three (3) public places in said County, one of which shall be the County Courthouse door of said County. Said notices may be posted by the acting Trustee or by any person chosen by him. After such sale, the acting Trustee shall make due conveyance with general warranty to the purchaser or purchasers, and the OWNERS bind themselves, their heirs and legal representatives to warrant and forever defend the title of such purchaser or purchasers.

7. The proceeds from any such sale shall be applied by the acting Trustee as follows:

- (1) To the payment of all expenses of advertising, selling and conveying said premises.
- (2) To the payment to ASSOCIATION of all unpaid indebtedness and accrued interest to the date of sale.
- (3) To such junior lienholders as appear of record to the extent of such lien.

ANY PROVISION HEREIN WHICH RELIES UPON THE COLOR, SERIAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR SERIAL IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS } COUNTY OF HARRIS }

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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Billy W. Gage
Deputy

BILLY W. GAGE

- (4) The balance, if any, shall be paid to OWNER.
- 8. The acting Trustee hereunder shall have the right to sell the premises in whole or in part and in such parcels and order as he may determine, and the right of sale hereunder shall not be exhausted by one or more sales, but successive sales may be had until all of the premises have been legally sold. Likewise, ASSOCIATION may become the purchaser at any such sale if it is the highest bidder.
- 9. It shall not be necessary for the acting Trustee to have constructively in his possession any part of the real or personal property covered by this Deed of Trust, and the title and right of possession of said property shall pass to the purchaser or purchasers at such sale as fully as if the same had been actually present and delivered. Likewise, on foreclosure of this Deed of Trust whether by power of sale herein contained or otherwise, OWNER or any person claiming any part of the premises by, through or under OWNER shall not be entitled to a marshaling of said premises or sale in inverse order of alienation.
- 10. The recitals and statements of fact contained in any conveyance to the purchaser or purchasers at any such sale shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed.
- 11. Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against OWNER, their heirs, successors, assigns and legal representatives.
- 12. In the event of a foreclosure under the powers granted by this Deed of Trust, OWNER and all other persons in possession of any part of the premises, shall be deemed tenants at will of the purchaser at such foreclosure sale and shall be liable for a reasonable rental for the use of said premises; and if any such tenants refuse to surrender possession of said premises upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and all damages sustained by reason thereof are hereby expressly waived.
- 13. In case of the death, inability, refusal or incapacity of the herein named Trustee to act, or at the option of the ASSOCIATION at any time and without cause or notice, a successor or substitute Trustee may be named, constituted and appointed. Successor or substitute trustees may be named, constituted and appointed without procuring the resignation of the former trustee and without other formality than the execution and acknowledgment by ASSOCIATION of a written instrument (which instrument, if ASSOCIATION is a corporation, shall be executed

ANY INSTRUMENT HEREIN WHICH IS NOT A REAL, PERSONAL OR CHATTEL PROPERTY OF THE STATE OF TEXAS OR WHICH IS SUBJECT TO FEDERAL OR STATE TAXES SHALL BE SUBJECT TO THE STATE OF TEXAS }
 COUNTY OF HARRIS }
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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
Deputy

BILLY W. GAGE

by the President or any Vice President and attested by the Secretary or any Assistant Secretary with the corporate seal affixed and without the necessity of any action by the Board of Directors authorizing such appointment) appointing and designating such successor or substitute trustee and filing the same for record in the County where the premises are to be sold, whereupon such successor or substitute trustee shall become vested with and succeed to all of the rights, titles, privileges, powers and duties of the Trustee named herein. Such right of appointment of a successor or substitute trustee shall exist as often and whenever from any of said causes the original or successor or substitute trustee cannot or will not act or has been removed as herein provided.

14. This Deed of Trust has been executed and delivered in the State of Texas and is to be construed and enforced in accordance with the laws of the State of Texas. If any terms or provisions contained herein are in conflict with the laws of the State of Texas or would operate to invalidate this Deed of Trust, such terms and provisions shall be held for naught, but the remainder of the terms and provisions shall remain in full force and effect. Likewise, in no event and upon no contingency shall DNER be required to pay interest on the indebtedness secured hereby in excess of the rate allowed by the laws of the State of Texas.

15. This instrument shall be deemed to be and may be enforced from time to time as a Deed of Trust, Chattel Mortgage, Assignment or Contract, and from time to time as any one or more thereof.

16. If the lien created by this Deed of Trust shall be invalid or unenforceable as to any part of the indebtedness secured hereby, the unsecured portion of said indebtedness shall be completely paid and liquidated prior to the payment and liquidation of the remaining and secured portion of said indebtedness, and all payments made on said indebtedness shall be considered to have been first paid on and applied to the complete payment and liquidation of that portion of the indebtedness which is not secured by the lien of this Deed of Trust.

17. The lien created by this Deed of Trust is in addition to and cumulative of the Vendor's Lien against the above described property which has been previously reserved by prior owners of the above described property in favor of ASSOCIATION by instruments filed for record in the office of the County Clerk of Harris County, Texas.

NOT PREVIOUSLY RECORDED IN THIS COUNTY. THIS COPY IS VALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS }
COUNTY OF HARRIS }
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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By: *[Signature]*
Deputy
SILLY W. GAGE

18. The lien created by this Deed of Trust may be foreclosed on one or more successive occasions, any such foreclosure being to cover payment of any part of the indebtedness secured hereby which is due and payable at time of such foreclosure, it being understood that any such foreclosure shall not extinguish or remove the continuing lien created by the provisions of this Deed of Trust as security for all future Annual Maintenance Charges or other parts or portions of the indebtedness secured hereby as may become due and payable on and after the date of such foreclosure sale. Any such foreclosure shall extinguish the lien hereby created only to the extent that same secures payment of any part of such indebtedness as was due and payable on the date of such foreclosure sale, and purchaser at such sale shall thereafter hold title to the above described property subject to the continuing terms and provisions of this Deed of Trust.

19. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the respective heirs, successors, assigns, and legal representatives of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

EXECUTED this 18th day of March, 1975.

Eddie V. Gray, Trustee
(Eddie V. Gray, Trustee) *2w*
G. Decker McKim, Trustee
(G. Decker McKim, Trustee) *2w*
TRUSTEES

THE STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared Eddie V. Gray and G. Decker McKim, 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 18th day of March, A.O. 1975



Bubba Moring
NOTARY PUBLIC, HARRIS COUNTY, TEXAS

Please return to

Fairmont Park Homes Assoc., Inc.
P. O. BOX 1192
LA PORTE, TEXAS 77571

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THE STATE OF TEXAS
COUNTY OF HARRIS
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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Billy W. Gage
Deputy

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, by instrument dated May 29, 1963, recorded in Volume 5138, Pages 37-49, of the Harris County Deed Records (said instrument being hereinafter sometimes referred to as "Restrictions"), Fairmont Park Corporation and Fairmont Park Sales Company, both being Texas Corporations , of Harris County, Texas, did make certain reservations and place certain restrictions upon 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 29th day of May, 1963, under Clerk's File No. B-696935; and,

WHEREAS, there has been no change in the ownership of any of the property comprising any of the lots in said Fairmont Park West, Section 1; and,

WHEREAS, the fifth paragraph of said "Restrictions" reads as follows:

"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"; and,

WHEREAS, it is desired to change the phrase "property owned by said corporation", to read "property owned by said corporations"; and,

WHEREAS, paragraph "(1)" under "General Restrictions" reads as follows:

"(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, 1985, or at any time prior to five years preceding the expiration of any successive ten year period thereafter."; and,

WHEREAS, it is desired to change the references to "January 1, 1990" and "January 1, 1985," respectively, to read "January 1, 2005" and "January 1, 2000," respectively; and,

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FILED
090-16-1206

APPROVED
COUNTY CLERK

WHEREAS, reference is here made to each and all of above-mentioned instruments and the record thereof for all purposes:

NOW, THEREFORE, for and in consideration of the premises, Fairmont Park Corporation and Fairmont Park Sales Company, each acting by and through its proper officers, hereunto duly authorized by its Board of Directors, and being the sole owners (as set forth in said "Restrictions") of all of said lots comprising said Fairmont Park West, Section 1; have and do hereby provide, stipulate and agree that:

(1) The said fifth paragraph of said "Restrictions" shall be and it is hereby changed to read as follows:

"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 corporations in said Fairmont Park West, Section 1; such property being, expressly, but not by way of limitation, as hereinabove set forth"; and,

(2) The said paragraph "(1)" under "General Restrictions" shall be and it is hereby changed to read as follows:

"(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 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, 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.";

All to the same effect as though such changes had been embodied in said "Restrictions", as originally written and filed for record; said "Restrictions" being otherwise unaffected in any manner whatsoever by the herein instrument.

WITNESS our hands at Houston, Texas, as of the 11th day of June, 1963.

FRED
Robertson
COUNTY CLERK
HARRIS COUNTY, TEXAS

1963 JUN 12 AM 10 51

5151
576
090-16-1207

YOR

125

Handwritten notes and stamps in the bottom right corner, including a date stamp "JUN 12 1963" and other illegible markings.

FAIRMONT PARK CORPORATION

ATTEST:

Robert Carroll
Secretary

By: Wm. G. Farrington
Wm. G. Farrington, President

MEMORANDUM
5151 ser 577

ATTEST:

FAIRMONT PARK SALES COMPANY

Robert Carroll
Secretary

By: Wm. G. Farrington
Wm. G. Farrington, President

SUBSCRIBED AND SWORN TO before me this the 11TH day of June, 1963.

1963.

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

STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared WM. G. FARRINGTON, as President of FAIRMONT 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 11TH day of June, 1963.

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

STATE OF TEXAS |
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, on this day personally appeared WM G. FARRINGTON, as President of FAIRMONT 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 11TH day of June, 1963.

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

NOTARY PUBLIC

STATE OF TEXAS

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 DuPuy, 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 ratify, adopt and join in this instrument amending the "Reservations, Restrictions and Covenants in Fairmont Park West, Section 1", as hereinabove set forth, in the capacity of said Trustee.

FILED
602-16-1209

In Testimony Whereof, First City National Bank of Houston, as Trustee, has caused these presents to be signed by Carroll D. Simmons its Vice-president, thereunto authorized, attested by its Assistant Cashier, M. Klaus, and its common seal hereunto affixed this 11th day of June, A.D., 1963.

ATTEST:

FIRST CITY NATIONAL BANK OF HOUSTON

M. Klaus
Assistant Cashier

By: Carroll D. Simmons
Vice-President

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Carroll D. Simmons 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.

GIVEN under my hand and seal of office, this 11th day of June, 1963.

Mills D. Levenson
Notary Public in and for
Harris County, Texas

MILLS D. LEVENSON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1965

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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 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 Recorder's Records in my office and preserved on microfilm, and having microfilm identification number as stamped thereon. I hereby certify on

APR 10 1989



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *Judy Sward*
Deputy

Judy Sward

WHEREAS, Eddie V. Gray, Trustee and G. Decker McKim, Trustee, hereinafter collectively referred to as OWNER, is owner of that certain property in Harris County, Texas, described as follows, to-wit:

- Lots 18 thru 24, inclusive in Block 8;
- Lots 20 thru 28, inclusive in Block 9;
- Lots 6 thru 22, inclusive in Block 10;
- Lots 1 thru 11 and 15 thru 25, inclusive in Block 12;
- Lots 1 thru 13, inclusive in Block 13;
- Lots 1 thru 14, inclusive in Block 14;
- Lots 1 thru 14, inclusive in Block 15;
- Lots 1 thru 12, inclusive in Block 16;
- Lots 1 thru 18, inclusive in Block 17

All in Fairmont Park West, Section 1, an addition in Harris County, Texas, according to the plat thereof recorded in Volume 100, Page 25, of the Map Records of Harris County, Texas; and

WHEREAS, there is an existing scheme and plan in the said Fairmont Park West and Fairmont Park Subdivision whereby there is an Annual Maintenance Charge imposed upon each lot therein for the use and benefit of the FAIRMONT PARK HOMES ASSOCIATION, INC., hereinafter referred to as "ASSOCIATION", and

WHEREAS, the above described lots possibly do not have the said Annual Maintenance Charge impressed upon them as a covenant running with the land, and it is the express wish of both OWNER and ASSOCIATION that such covenant be impressed on such lots and that a Deed of Trust Lien be granted for the purpose of enforcing the same;

NOW THEREFOR, for and in consideration of the foregoing premises and other good and valuable consideration given and received, the parties hereto have agreed as follows:

The property described above is hereby subjected to an Annual Maintenance Charge, which Annual Maintenance Charge and the obligation to pay the same shall be deemed to be a covenant running with the land, at a rate not to exceed thirty-six (\$36.00) dollars per lot for the purpose of creating a fund to be known as "Maintenance Fund" to be paid by OWNER and all persons thereafter owning or hold any portion of said property, to cover a vacant lot which has been fully developed as a saleable lot or a lot with one single family residence thereon, all in accordance with and as defined in the said restrictions applicable to said property, in conjunction with a like charge to be paid by the owners of other lots

ANY PROVISION HEREIN WHICH ATTEMPTS TO LIMIT, DENY, OR WAIVE THE RIGHT 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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ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Billy W. Gage
Deputy

BILLY W. GAGE

In said Fairmont Park West and Fairmont Park Subdivision, to Fairmont Park Homes Association, Inc. To secure the payment of such maintenance charge a Deed of Trust Lien is hereafter created in favor of Fairmont Park Homes Association, Inc., against the above described property, premises and improvements. Such annual 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 thirty-six (\$36.00) dollars per lot to cover a fully developed saleable lot or a lot with one single family residence thereon, all in accordance with and as defined in the said restrictions applicable to said property. Owner shall never be obligated to pay any maintenance charge on any of the above described lots until January 1, of the year following completion of all site improvements to make said lots fully developed as saleable lots. Fairmont Park Homes Association, Inc., shall apply the total fund 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 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. As to this and other existing sections of Fairmont Park West and/or Fairmont Park Subdivision and as to other sections of Fairmont Park Subdivision and/or Fairmont Park West 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 such other sections may be expended for the purposes above enumerated, in all such section as are paying such maintenance charge. Such maintenance charge shall in any event remain 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 square foot area of

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 THE STATE OF TEXAS
 COUNTY OF HARRIS

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ANITA RODEHEAVER
 COUNTY CLERK
 HARRIS COUNTY, TEXAS

By *[Signature]*
 BILLY W. GAGE

The above described property, together with Eddie V. Gray, Trustee and G. Decker McKim, Trustee, of Harris County, Texas, their successors, assigns, or nominees, may revoke such maintenance charge on either January 1, 1990, or at the end of any successive ten (10) 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 (5) years preceding the expiration of any successive ten (10) year period thereafter. Said maintenance charge shall be payable annually on the first day of January of each year in advance.

In the event Owner, its successors or assigns should fail to pay the Annual Maintenance Charge assessed against the above described property by Fairmont Park Homes Association, Inc. in any year on or before its due date, then the owner of the above described property on such due date and all subsequent purchasers of such property shall be personally liable for payment to Fairmont Park Homes Association, Inc. of (i) interest on such delinquent charge from its due date to date of payment at the rate of ten per cent (10%) per annum, and (ii) all court costs and reasonable attorney fees which may be incurred by Fairmont Park Homes Association, Inc. in connection with collection of such delinquent charge and/or foreclosing the lien herein reserved (or any subsequent lien created hereafter as additional security for payment of such Annual Maintenance Charge).

The lien created by the terms and provisions of this instrument as security for payment of such Annual Maintenance Charge shall likewise extend to and secure payment of all interest, court costs and attorney fees that any owner of the above described property may hereafter become obligated to pay to Fairmont Park Homes Association, Inc. under the terms and provisions hereof.

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DEED OF TRUST

(see following page)

ANY PROVISION HEREIN WHICH IS IN VIOLATION OF THE U.S. CONSTITUTION OR THE DECEASED UNLAWFUL PROPERTY BECAUSE OF COLOR OR RACE IS HEREBY REPEALED AND MADE UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS }
COUNTY OF HARRIS }

The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of said Property in my office and Preserved on Microfilm, and having Microfilm Identification Number as stamped thereon. I hereby certify on

JUN 28 1988



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *[Signature]*
Deputy

BILLY W. GAGE