

Section 1

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, 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 PARK on either January 1, 1990, or at the end of any successive ten year period thereafter, by executing and acknowledging an appropriate agreement or agreement in writing.

2)This property shall be used for single family residence purposed only;

Except however, that Lot Fifteen (15), Block Eight (8), may be used by Harris County Water Control and Improvement District No. 56 or its successor, for its water Plant and Office Facilities, and uses incident there to but for no other purposes, without the express written consent of FAIRMONT PARK CORPORATION; and in the event said Lot Fifteen (15), Block Eight (8), is not used by said Harris County Water Control and Improvement District No. 56, or its successor, it shall be used for single family residence purposes only; and shall be subject to each and all of the restrictions herein made applicable to other lots in said FAIRMONT PARK, Section 1, and expressly but not by way of limitation, shall be subject to the requirements as to ground floor living areas, distance of improvements from property lines and entrance of garage driveways, as hereinafter set forth;

And, further except that in addition to use for single family residence purposes, Lot One (1), Block One (1), may be used for entrance identification marker or placard for the subdivision, but shall otherwise be subject to each and all of the restrictions herein set forth.

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, 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)Missing

12)Missing

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 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 owner 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.

In the case of corner lot (except Lot One (1), Block One(1), Lot One(1), Block Four (4), and Lot One (1), Block Eleven (11), and subject to the written consent of FAIRMONT PARK CORPORATION:

Planting, screening and hedges may be permitted along, but inside, the property lines adjoining side streets, but not closer to the front than the front set back line for the house or residence; and ,

If proper screening is provided, fences and walls may be permitted inside, and not closer than three feet from the property lines adjoining side streets, but not closer to the front street than the front set back line for the house or residence.

15)Except as set forth in Paragraph (2) hereinabove, 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 permission shall be revocable at any time.

16)No cattle, hogs or other animals, rabbits, or poultry shall be kept in any part of this property unless written permission be obtained from FAIRMONT PARK CORPORATION; such permission shall be revocable at any time.

No boats, trailers, house trailers, or junk, of any kind or character, or any accessories, parts or objects to be used therewith, shall be kept on any lot nearer to the front street than the front set back line 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 unless written permission be obtained from FAIRMONT PARK CORPORATION.

18) No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any wall 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.

20) Missing

21) FAIRMONT PARK CORPORATION shall have the right to modify the restrictions with reference to location of setback or sideline restrictions of any of the 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 FAIRMONT PARK CORPORATION deed, the setback distance from front and side lines of 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.