

NO. 17 111301

CHARTER OF

PAYMONT BANK BONES ASSOCIATION, INC.  
Houston, Texas

CAPITAL STOCK \$ None  
SHARES None  
PAID IN None  
RESERVE 10 THOUS  
FILING FEE \$ 10.00  
FRANCHISE TAX \$

FILED IN THE OFFICE OF

SECRETARY OF STATE

THIS 6th DAY OF June 1956

LEADER NO. 51855

STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Wm. G. Farrington, Service B. Farrington, Aubrey C. Carroll, Wm. J. Miller, Jr., and M. C. Miller, all being resident of Houston, Harris County, Texas, and citizens of the State of Texas, under and by virtue of the laws of the State of Texas, do hereby voluntarily associate ourselves for the purpose of forming a private corporation under the terms and conditions set out as follows:

I

The name of this corporation shall be FAIRMONT PARK HOMES ASSOCIATION, INC.

II

This corporation is formed solely for the support of a benevolent undertaking, as authorized under Paragraph 2 of Article 1302 of the Revised Civil Statutes of Texas, 1905; and more specifically, for the purpose of conducting safety campaigns and health campaigns for the residents of Fairmont Park, an Addition in Harris County, Texas.

III

The place where the business of this corporation is to be transacted is Houston, Harris County, Texas.

IV

The term for which this corporation is to exist is fifty (50) years.

V

The number of the directors of the corporation shall be five (5), and the names and residences of the directors who shall act until such time as their successors are duly chosen and qualified in accordance with the By-Laws of the Corporation, are as follows:

Wm. G. Farrington	5345 Spring Park	Houston, Texas
Service B. Farrington	5345 Spring Park	Houston, Texas
Aubrey C. Carroll	2814 Swift	Houston, Texas
Wm. J. Miller, Jr.	1230 Chimney Rock Road	Houston, Texas
M. C. Miller	1230 Chimney Rock Road	Houston, Texas

VI

This corporation is not organized for profit and it has no capital stock. It is not intended that capital stock will be issued, and the

corporation does not own any goods, chattels, lands, rights and credits.

IN WITNESS WHEREOF, we hereunto sign our names this 18th day of May, 1956.

S/ Wm. G. Farrington  
Wm. G. Farrington

S/ Bernice E. Farrington  
Bernice E. Farrington

S/ Robert C. Carroll  
Robert C. Carroll

S/ Wm. J. Miller, Jr.  
Wm. J. Miller, Jr.

S/ W. C. Miller  
W. C. Miller

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Wm. G. Farrington, Robert C. Carroll and Wm. J. Miller, Jr., known to me to be the persons whose names are subscribed to the foregoing instrument, and also known to me to be residents of the State of Texas, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 18th day of May, 1956.

(SEAL)

S/ Paul H. Shaffer  
Notary Public in and for Harris County, Texas

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bernice E. Farrington, wife of Wm. G. Farrington, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and the said Bernice E. Farrington, wife of the said Wm. G. Farrington, having been examined by me privily and apart from her husband, and having same fully explained to her, she, the said Bernice E. Farrington, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 18th day of May, 1956.

(SEAL)

S/ Paul H. Shaffer  
Notary Public in and for Harris County, Texas

STATE OF TEXAS |  
COUNTY OF HARRIS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared M. C. Miller, wife of Wm. J. Miller, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and the said M. C. Miller, wife of the said Wm. J. Miller, Jr., having been examined by me privily and apart from her husband, and having same fully explained to her, she, the said M. C. Miller, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office this 15th day of MAY, 1956.

(SEAL)

S/ Fatti M. Shafer  
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, Service B. Farrington, Rehrey C. Carroll, Wm. J. Miller, Jr., and M. C. Miller, to me well known, who, being by me first duly sworn, upon oath depose and say, each for himself:

That they are the identical parties who executed the Articles of Incorporation of Fairmont Park Homes Association, Inc., a corporation sought to be incorporated under the laws of the State of Texas; that said corporation owns no property; that said corporation is not organized for profit, and that said corporation has not and will not issue any stock and no stock has been subscribed.

S/ Wm. G. Farrington  
Wm. G. Farrington

S/ Service B. Farrington  
Service B. Farrington

S/ Rehrey C. Carroll  
Rehrey C. Carroll

S/ Wm. J. Miller, Jr.  
Wm. J. Miller, Jr.

S/ M. C. Miller  
M. C. Miller

SWORN to and subscribed before me by the said Wm. G. Farrington, Service B. Farrington, Rehrey C. Carroll, Wm. J. Miller, Jr., and M. C. Miller, on this 15th day of MAY, 1956, to certify which, witness my hand and seal of office

100-10000

(SEAL)

S/ Fatti M. Shafer  
Notary Public in and for Harris County, Texas



**The State of Texas**  
**Secretary of State**

I, TOM REAVLEY, Secretary of State, of the State of Texas, do hereby certify  
that the foregoing is a true and correct copy of the charter of

**FAIRMONT PARK HOMES ASSOCIATION, INC.**

as the same now appears of record in this Department.

Dated, signed, and sealed at Austin, Texas this

6th day of JUNE, A. D. 1956

Tom Reavley  
Secretary of State.

1200-054-0022

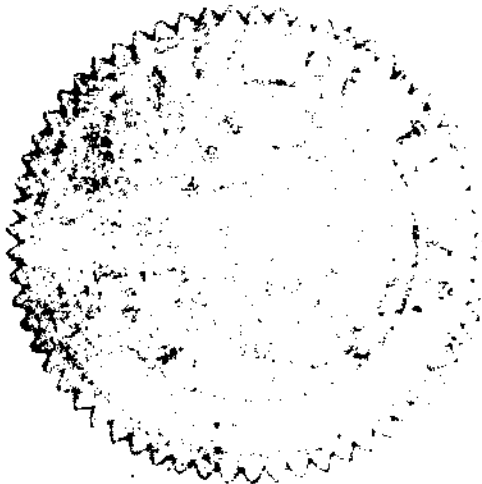


Exhibit A



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AMENDMENT  
OF

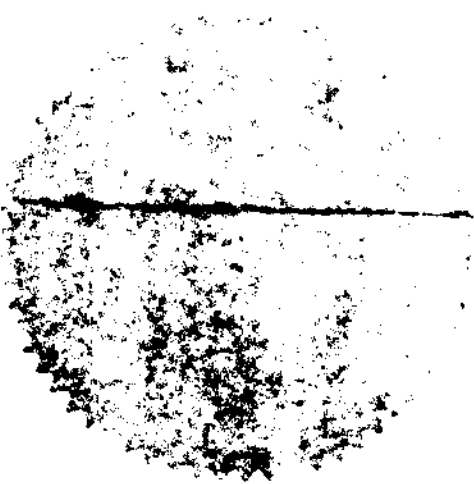
FAIRMONT PARK HOMES ASSOCIATION, INC.  
CHARTER NO. 133301

The undersigned, as Secretary of State of the State of Texas, hereby certifies that duplicate originals of Articles of Amendment to the Articles of Incorporation of the above corporation duly signed and verified pursuant to the provisions of the Texas Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Amendment to the Articles of Incorporation and attaches hereto a duplicate original of the Articles of Amendment.

Dated June 24, 19 70

*Martin Dies Jr.*  
Secretary of State



ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
FAIRMONT PARK HOMES ASSOCIATION, INC.

Pursuant to the provisions of Article 4.03 of the Texas Non-Profit Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation, which provide that the affairs of the corporation shall be managed by a board of directors and that the number of directors, in no event less than three (3), shall be fixed by the by-laws of the corporation, to-wit:

1. The name of the corporation is Fairmont Park Homes Association, Inc.

2. The following amendment to the Articles of Incorporation was adopted by the corporation on 15th day of June, 1970.

Article V of the Articles of Incorporation is hereby amended so as to read as follows:

V.

The affairs of the corporation shall be managed by a board of directors. The number of directors of the corporation shall be fixed by the by-laws, but in no event shall the number of directors be less than three (3).

3. The amendment was adopted in the following manner:

The amendment was adopted by consent in writing by all members entitled to vote with respect thereto.

FAIRMONT PARK HOMES ASSOCIATION, INC.

By S/ Dennis B. Farrington  
Its \_\_\_\_\_ President

and

S/ Justin S. Merrill  
Its Secretary

(SEAL)

THE STATE OF TEXAS  
COUNTY OF HARRIS

I, Don V. Smith, a Notary Public, do hereby certify that on this 13th day of June, 1970, personally appeared before me Bernice E. Frazier, being duly sworn, declared that she is \_\_\_\_\_ President of the corporation executing the foregoing document, that she signed the foregoing document in the capacity therein set forth, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(SEAL)

Don V. Smith  
Notary Public in and for Harris County,  
TEXAS



STATE OF TEXAS  
COUNTY OF HARRIS

I, Rex V. Shultz, a notary public, do hereby certify that on this 28th day of September, 1960, personally appeared before me Wm. G. Farrington, being duly sworn, declared that he is the President of the corporation executing the foregoing instrument, that he signed the foregoing document in the capacity therein set forth, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(SEAL)

S/ Rex V. Shultz  
Notary Public in and for  
Harris County, Texas  
My Commission expires June 1, 1961

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Agreement may cancel the Agreement, by serving written notice of intention to cancel on the other party, thirty (30) days before the first day of calendar month that the cancelling party desires to terminate this Agreement.

WITNESS OUR HANDS, and corporate seals, this the \_\_\_\_\_ day of February,

A. D. 1970.

CITY OF LA FORTÉ

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

HAINES MARK BONES ASSOCIATES, INC.

By \_\_\_\_\_  
Exec-President

ATTEST:

\_\_\_\_\_  
Secretary

FAIRMONT PARK HOMES ASSOCIATION, INC.

B Y - L A W S

ARTICLE I

Name of Corporation

Section 1. Name. This non-profit corporation shall be known as "Fairmont Park Homes Association, Inc."

ARTICLE II

Purposes and Objects

Section 1. Purposes and Objects. This corporation is organized for the purpose of supporting a benevolent undertaking, namely conducting safety campaigns and health campaigns for the residents of all sections of Fairmont Park Addition, an addition in Harris County, Texas (the term "Fairmont Park Addition" as used herein, shall include all sections of Fairmont Park and of Fairmont Park West), in furtherance of which this corporation may engage in the following activities, which shall be deemed to be within the scope of the purpose for which it was chartered:

(a) This corporation may care for vacant, unimproved and unkempt lots in Fairmont Park Addition and remove therefrom and destroy grass, weeds, rodents and any unsightly and obnoxious thing and do any other thing or cause such labor to be performed as may be deemed necessary or desirable to keep the property within Fairmont Park Addition and the land contiguous and adjacent thereto neat and in good order.

(b) This corporation may assess and collect charges and enforce or aid in the enforcement of restrictions, conditions and covenants existing upon and created for the benefit of any and/or all of the real property situated in Fairmont Park Addition over which this corporation has or may acquire jurisdiction and pay all expenses incidental thereto, and may make decisions and rulings regarding the use and improvement of such real property and enforce such decisions and rulings and pay all expenses in connection therewith.

(c) This corporation may make provision for garbage and rubbish collection and disposal within all sections of Fairmont Park Addition.

(d) This corporation may make provision for police protection within all sections of Fairmont Park Addition.

(e) This corporation may make provision for street lighting within

all sections of Fairmont Park Addition.

(f) This corporation may make necessary arrangements for city bus service for Fairmont Park Addition, even to the extent of subsidizing such service.

The activities of this corporation shall be limited to all areas presently within Fairmont Park Addition and to such other areas as may, through the operation of conditions, covenants, restrictions, easements and reservations, hereafter be incorporated in Fairmont Park Addition and placed under or submitted to the jurisdiction of this corporation and be accepted by this corporation as within the jurisdiction of this corporation.

### ARTICLE III

#### Membership of Corporation

Section 1. Membership. From and after the effective date of these bylaws, the members of this corporation shall be all owners of record of improved and unimproved building sites as shown on the maps or plats of all sections of Fairmont Park Addition heretofore or which may hereafter be filed for record in the office of the County Clerk of Harris County, Texas, and as defined in any declaration of conditions, covenants, restrictions, easements or reservations affecting real property situated in Fairmont Park Addition. It shall be incumbent upon all members to establish their rights to membership in this corporation.

Section 2. Membership Fees. No membership fees shall be charged by this corporation, but this corporation shall assess and collect annually the maintenance charges affecting real property situated in Fairmont Park Addition and may annually solicit from members voluntary contributions to its operating funds.

### ARTICLE IV

#### Meetings of Membership

Section 1. Place of Meetings. The annual meeting and all other meetings of the members of this corporation shall be held at such place in the City of La Porte, County of Harris, State of Texas, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting. The annual meeting of the members of this corporation shall be held on the first Monday in December of each year (commencing on December 6, 1971), if not a legal holiday, and if a legal holiday, then on the

next calendar day following which is not a legal holiday, at 7:30 o'clock p.m., at which time they shall elect directors and transact such other business as may be properly brought before the meeting.

Section 3. Special Meeting. Special meetings of the members of this corporation for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation of this corporation, may be called by the president, the Board of Directors, or by members having not less than one-tenth (1/10) of the votes entitled to be cast at such meetings. Business transacted at all special meetings shall be confined to the purpose or purposes stated in the call.

Section 4. Notice of Meetings. Written or printed notice of all meetings of members of this corporation, stating the place, day and hour thereof, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the members calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of this corporation, with postage thereon paid.

Section 5. Quorum. Members holding one-tenth (1/10) of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum at all meetings of the members of this corporation for the transaction of business, except as otherwise provided by statute, by the articles of incorporation of this corporation, or by these bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 6. Voting. The vote of the majority of the votes entitled to be cast by the members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the members meeting, unless the vote of a

greater number is required by law, the articles of incorporation of this corporation, or these bylaws.

Section 7. Number of Votes. Each member of this corporation shall be entitled to one vote on each matter submitted to a vote at a meeting of members, except that those members owning of record more than one improved and/or unimproved building site in Fairmont Park Addition shall be entitled to an additional vote for each such additional building site owned of record. If two or more members own a building site of record, such owners, collectively, shall be entitled to only one vote for such building site so owned.

Section 8. Proxies. A member of this corporation may vote in person or, unless the articles of incorporation of this corporation or these bylaws otherwise provide, may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly stated therein to be irrevocable, and in no event shall it remain irrevocable for more than eleven (11) months.

Section 9. Voting at Election for Directors. At each election for Directors every member entitled to vote at such election shall have the right to vote, in person or by proxy, for as many persons as there are directors to be elected and for whose election he has a right to vote.

Section 10. Waiver of Notice. Whenever any notice is required to be given to any member of this corporation under the law or under the provisions of the articles of incorporation of this corporation or these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 11. Action Without Meeting. Any action required by any provision of statute or of the articles of incorporation of this corporation or these bylaws to be taken at a meeting of the members of this corporation, or any action which may be taken at a meeting of the members of this corporation, may be taken without a meeting if consent in writing, setting forth the action to be taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the members.

## ARTICLE V

### Board of Directors

Section 1. Number and Qualifications. The affairs of this corporation shall be managed by a board of directors. The number of directors of this corporation shall be nine (9), divided into three classes as hereinafter provided, all of whom shall be members of this corporation. The number of directors may be increased or decreased from time to time by amendment to these bylaws in the manner provided for amendment thereof, subject, however, to the limitation that the number of directors of this corporation shall not be less than three (3). Any directorship to be filled by reason of an increase in the number of directors shall not be considered a vacancy to be filled in accordance with Section 5 of this Article, but shall be filled by election at an annual meeting or at a special meeting of the members of this corporation called for that purpose. No decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

Section 2. Election and Term of Office. The nine (9) directors of this corporation shall be divided into three classes of three (3) directors each. The term of office of those directors of the first class shall expire at the first annual meeting of the members of this corporation after their election, being the annual meeting of the members of this corporation to be held on the first Monday in December, 1971, or upon the election and qualification of their successors. The term of office of those directors of the second class shall expire at the second annual meeting of the members of this corporation after their election, being the annual meeting of the members of this corporation to be held on the first Monday in December, 1972, or upon the election and qualification of their successors. The term of office of those directors of the third class shall expire at the third annual meeting of the members of this corporation after their election, being the annual meeting of the members of this corporation to be held on the first Monday in December, 1973, or upon the election and qualification of their successors. At the annual meeting of the members of this corporation to be held on the first Monday in December, 1971, three (3) directors shall be elected as directors of the first class to succeed those directors whose terms then expire and the term of such successor directors shall expire at the third annual meeting of the members of this corporation after their election or upon the election and qualification of their successors. At the

annual meeting of the members of this corporation to be held on the first Monday in December, 1972, three (3) directors shall be elected as directors of the second class to succeed those directors whose terms then expire and the term of such successor directors shall expire at the third annual meeting of the members of this corporation after their election or upon the election and qualification of their successors. At the annual meeting of the members of this corporation to be held on the first Monday in December, 1973, three (3) directors shall be elected as directors of the third class to succeed those directors whose terms then expire and the term of such successor directors shall expire at the third annual meeting of the members of this corporation after their election or upon the election and qualification of their successors. Thereafter, at each subsequent annual meeting of the members of this corporation, the three (3) directors elected thereat to succeed those directors whose terms then expire shall be elected for a term of office to expire at the third annual meeting of the members of this corporation after their election or upon the election and qualification of their successors.

Section 3. Resignation. Any director may resign at any time by giving written notice to the president or secretary. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. Any director may be removed at any time either with or without cause and another person may be elected to serve for the remainder of his term at any special meeting of the members called for the purpose by a vote of a majority of the members entitled to vote. In case any vacancy so created shall not be filled by the members at such meeting, such vacancy may be filled by the board of directors as provided in Section 5 of this Article.

Section 5. Vacancies. If any vacancy shall occur in the board of directors, such vacancy may, subject to the provisions of Sections 1 and 4 of this Article, be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office or until his successor shall be elected and shall qualify.

Section 6. General Powers. In addition to the powers and authorities



expressly conferred upon it by these bylaws, the board of directors may exercise all such powers of the corporation and do all such lawful acts and things as are not by law or by the articles of incorporation of this corporation or by these bylaws directed or required to be exercised or done by the members of this corporation.

Section 7. Compensation. Directors as such shall not receive any compensation, in the form of salary or expenses of attendance, for their services, provided that nothing herein shall be construed to preclude any director from serving this corporation in any other capacity and receiving compensation therefor.

## ARTICLE VI

### Meeting of the Board

Section 1. Place of Meetings. The directors of this corporation may hold their meetings, both regular and special, in the City of La Porte, County of Harris, State of Texas.

Section 2. Annual Meeting. The first meeting of the board following each annual meeting of the members of this corporation (commencing December 6, 1971) shall be held at such time and place as shall be fixed by vote of the members of this corporation at the annual meeting and no notice of such meeting shall be necessary in order legally to constitute the meeting, provided a quorum shall be present, or the board may meet at such time and place as shall be fixed by the consent in writing of all the directors.

Section 3. Regular Meetings. Regular meetings of the board may be held without notice at such time and place as shall from time to time be determined by the board.

Section 4. Special Meetings. Special meetings of the board may be called by the president of this corporation on two (2) days of notice to each director either personally or by mail or by telegram. Special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two (2) directors. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the board need be specified in the notice or waiver of notice of such meeting.

Section 5. Quorum and Action. At all meetings of the board, the presence of a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors at any meeting at which a quorum is present shall be the act of the board of directors unless the act of a greater number is required by law, the articles of incorporation of this corporation or these bylaws. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.

Section 6. Presumption of Assent to Action. A director who is present at a meeting of the board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of this corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 7. Waiver of Notice. Whenever any notice is required to be given to any director of this corporation under the law or under the provisions of the articles of incorporation of this corporation or these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 8. Action Without a Meeting. Any action required by law to be taken at a meeting of the directors of this corporation, or any action which may be taken at a meeting of the directors, may be taken without a meeting if consent in writing, setting forth the action to be taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote of the directors.

## ARTICLE VII

### Committees and Boards

Section 1. Committees of Directors. The board of directors, by resolution adopted by a majority of the directors in office, may designate one or more committees of directors, each of which committees shall consist of two (2)

or more directors, which committees, to the extent provided in such resolution, shall have and exercise the authority of the board of directors in the management of this corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed upon it or him by law.

Section 2. Other Committees and Special Boards. Other committees and special boards, including an advisory board, not having and exercising the authority of the board of directors in the management of this corporation, may be designated and appointed by a resolution adopted by a majority of the directors at a meeting of the board of directors at which a quorum is present, or by the president thereunto authorized by a like resolution of the board of directors. Membership on such committees and special boards need not be limited to directors, but must be limited to members of this corporation.

Section 3. Minutes of Meetings of Committees. Each designated committee having and exercising the authority of the board of directors shall keep regular minutes of its proceedings and report the same to the board of directors when required.

Section 4. Vacancies in and Dissolution of Committees and Special Boards. The board of directors shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve any or all committees or special boards designated pursuant to these bylaws.

Section 5. Action Without Meeting. Any action which may be taken at a meeting of any committee or special board may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the members of such committee or special board, and such consent shall have the same force and effect as a unanimous vote of the members of the committee or special board.

## ARTICLE VIII

### Officers

Section 1. Officers. The officers of this corporation shall be a president, a vice president, a secretary and a treasurer. The board of directors may also choose additional vice presidents and one or more assistant secretaries and assistant treasurers. Any two or more offices may be held by the same person, except the offices of president and secretary.

Section 2. Election, Term of Office and Qualification. The officers of this corporation shall be elected annually by the board of directors at its first meeting after the annual meeting of the members of this corporation, commencing with the annual meeting to be held on December 6, 1971. The board shall elect a president, one or more vice presidents, a secretary, and a treasurer, all of whom shall be members of the board. Each officer so elected shall hold office until his successor shall have been duly chosen and qualified, or until his death or his resignation or removal in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

Section 3. Subordinate Officers. The board of directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such term, have such authority and perform such duties as the board of directors may from time to time determine. The board of directors may delegate to any committee of directors or officer the power to appoint any such subordinate officer or agent. Appointment of any subordinate officer or agent shall not of itself create contract rights.

Section 4. Resignation of Officers. Any officer may resign at any time by giving written notice thereof to the board of directors or to the president or secretary of this corporation. Any such resignation shall take effect at the time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Removal of Officers. Any officer elected or appointed by the board of directors may be removed by the board at any time with or without cause. Any other officer may be removed at any time with or without cause, by the board of directors or by any committee or superior officer upon whom such power of removal may be conferred by the board of directors. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 6. Vacancies. Any vacancy in any office shall be filled for the unexpired portion of the term by the board of directors, but in case of a vacancy occurring in an office filled in accordance with the provisions of Section 3 of this Article, such vacancy may be filled by any committee or superior officer upon whom such power may be conferred by the board of directors.

Section 7. The President. The president shall be the chief executive

officer of the corporation. He shall preside at all meetings of the members and directors; shall be ex officio member of all committees of directors and other committees and special boards; shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect. He shall execute in the name of the corporation all deeds, bonds, mortgages, contracts and other documents except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

Section 8. The Vice Presidents. The vice presidents shall perform the duties as are give to them by these bylaws and as may from time to time be assigned to them by the board of directors or by the president. At the request of the president or in his absence or disability, the vice president designated by the president (or in the absence of such designation, the senior vice president) shall perform the duties and exercise the powers of the president.

Section 9. The Secretary. The secretary shall attend all sessions of the board of directors and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for committees having any authority of the board of directors, and, when required by the board of directors, for any committee or special board. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the board of directors; have charge of the membership and all other records of this corporation and perform such other duties as may by prescribed by the board of directors or president, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, if any be adopted by the board of directors, and, when authorized by the board of directors, affix the same to any instrument requiring it, which shall then be attested by his signature or by the signature of the treasurer or an assistant secretary.

Section 10. Assistant Secretaries. The assistant secretaries shall perform the duties as are given to them by these bylaws or as may from time to time be assigned to them by the board of directors or by the secretary. At the request of the secretary or in his absence or disability, the assistant secretary designated by the secretary (or in the absence of such designation, the senior assistant secretary) shall perform the duties and exercise the powers of the

secretary.

Section 11. The Treasurer. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors. He shall disburse the funds of the corporation as may be ordered by the board, taking proper vouchers for such disbursements, and shall render to the president and directors, at the regular meetings of the board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 12. Assistant Treasurers. The assistant treasurers shall perform the duties as are given to them by these bylaws, or as may from time to time be assigned to them by the board of directors or by the treasurer. At the request of the treasurer, or in his absence or disability, the assistant treasurer designated by the treasurer (or in the absence of such designation, the senior assistant treasurer) shall perform the duties and exercise the powers of the treasurer.

Section 13. Treasurer's Bond. If required by the board of directors, the treasurer and any assistant treasurer shall give this corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation. The cost of such bond shall be borne by this corporation.

Section 14. Salaries. No salaries or other compensation shall be paid to the officers of this corporation for the performance of their duties. However, nothing herein shall be construed to prevent any officer from being reimbursed out-of-pocket expenses or from serving this corporation in any other capacity and receiving compensation therefor.

#### ARTICLE IX

##### General Provisions

Section 1. Books and Records. This corporation shall keep correct and

complete books and records of account and shall keep minutes of the proceedings of its members, board of directors and committees having any authority of the board of directors, and shall keep at its registered office or principal office in the State of Texas a record of the names and addresses of its members entitled to vote.

Section 2. Inspection of Books and Records. Books and records of this corporation may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

Section 3. Dividends Prohibited. No dividends shall be paid and no part of the income of this corporation shall be distributed to any member, director or officer except as compensation in a reasonable amount for services rendered in some capacity other than as a director or officer.

Section 4. Checks, Notes, Etc. All checks or demands for money and notes of this corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 5. Corporate Seal. This corporation shall have a corporate seal in circular form having within its circumference the words

"Fairmont Park Homes Association, Inc.

Houston, Texas"

Section 6. Fiscal Year. The fiscal year of this corporation shall be fixed by resolution of the board of directors.

Section 7. Robert's Rules of Order Revised. Unless otherwise provided in these bylaws, the proceedings at all meetings of the membership and/or board of directors of this corporation shall be governed by Robert's Rules of Order Revised.

## ARTICLE X

### Amendments

Section 1. Amendments by Members. The power to alter, amend or repeal these bylaws or to adopt new bylaws shall be vested in the members of this corporation and such action may be taken at any annual meeting or any special meeting provided notice thereof is included in the notice of such special meeting.

Section 2. Delegation of Powers. The power to alter, amend or repeal these bylaws or to adopt new bylaws may be delegated by the members of this corporation to the board of directors at any annual meeting or at any special meeting provided notice of such proposed action is included in the notice of such special meeting.

**FRISBET PAPER BOARD ASSOCIATION, INC.**

**SE-1488**

**Effective Jan. 1, 1971**

Exhibit   e





**Fairmont  
Park**  
A Fairmont Park Corporation Development  
WM. G. FARRINGTON, President  
**Warranty Deed**

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, a Texas corporation, of Harris County, Texas, acting herein by and through its duly authorized officers, being grantor, in consideration of the sum of \_\_\_\_\_ cash and other good and valuable considerations to said grantor in hand paid by the grantee hereinafter named, the receipt of which is hereby acknowledged,

**SPECIMEN COPY**

has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto \_\_\_\_\_ being grantee, all that certain property situated in Harris County, Texas, described as follows, to-wit:

FAIRMONT PARK,  
SECTION \_\_\_\_\_, 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 \_\_\_\_\_ under County Clerk's File No. \_\_\_\_\_.

**THIS CONVEYANCE IS MADE SUBJECT TO:**

1. Easements, restrictions and reservations as shown on the hereinabove mentioned plat.
2. Stipulations, conditions, restrictions and reservations shown in instrument filed for record in the office of the County Clerk of Harris County, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ under Clerk's File No. \_\_\_\_\_, to which reference is here made, and such stipulations, conditions, restrictions and reservations are hereby made covenants running with the land.
3. No improvements of any character shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on this property, until complete plans and specifications have been submitted to and approved in writing by Fairmont Park Corporation. This restriction terminates contemporaneously with the other restrictions applicable to this site.
4. The property herein conveyed is hereby subjected to an annual maintenance charge at a rate not to exceed four mills per square foot for the purpose of creating a fund to be known as "Maintenance Fund" to be paid by grantee herein, \_\_\_\_\_ and assigns, in conjunction

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared WM. G. FARRINGTON, as President of \_\_\_\_\_ 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 purposes and consideration therein expressed, and as the act and deed of said Corporation, and in the capacity therein stated.

GIVEN under hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Harris County, Texas.

**Fairmont  
Park**

A Fairmont Park Corporation Development  
Wm. G. Farrington, President

This instrument must be filed for record immediately  
with the County Clerk of Harris County, Texas.

**WARRANTY DEED**

TO

**FILED FOR RECORD**

This \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

County Clerk.

Deputy.

**RECORDED**

A. D. 19\_\_\_\_

In Harris County Record of Deeds, Vol. \_\_\_\_\_,

Page \_\_\_\_\_.

County Clerk.

Deputy.

Recording Fee \$ \_\_\_\_\_

Return to:

Exhibit A-1

**Fairmont  
Park**  
A Fairmont Park Corporation Development  
WM. G. FARRINGTON, President  
**Warranty Deed**

THE STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, acting herein by and through its duly authorized officers of Harris County, Texas, being grantor, in consideration of the sum of \_\_\_\_\_ cash and other good and valuable considerations to said grantor in hand paid by the grantee hereinafter named, the receipt of which is hereby acknowledged,

**SPECIMEN COPY**

has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto \_\_\_\_\_ being grantee, all that certain property situated in Harris County, Texas, described as follows, to-wit:

FAIRMONT PARK WEST,  
SECTION \_\_\_\_\_, 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 \_\_\_\_\_ under County Clerk's File No. \_\_\_\_\_.

THIS CONVEYANCE IS MADE SUBJECT TO:

1. Easements, restrictions and reservations as shown on the hereinabove mentioned plat.
2. Stipulations, conditions, restrictions and reservations shown in instrument filed for record in the office of the County Clerk of Harris County, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, under Clerk's File No. \_\_\_\_\_, as amended by instrument filed for record in said office on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, under Clerk's File No. \_\_\_\_\_; to which instruments reference is here made, and such stipulations, conditions, restrictions and reservations are hereby made covenants running with the land.
3. No improvements of any character shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on this property, until complete plans and specifications have been submitted to and approved in writing by Fairmont Park Corporation, or its nominee. This restriction terminates contemporaneously with the other restrictions applicable to this site.

4. The property herein conveyed is hereby subjected to an annual maintenance charge at a rate not to exceed Thirty-Six and No/100 (\$36.00) Dollars per lot, as platted, plus a prorata amount, based on square footage, for portions of said platted lots, which may be combined with lots, as platted, to comprise larger lots or homesites; the matter of using parts of two or more adjoining lots as one homesite being subject, however, to the provisions set forth in instruments referred to in paragraph "2", hereinabove; for the purpose of creating a fund to be known as "Maintenance Fund" to be paid by Grantee herein, its successors and assigns, in conjunction with a like charge to be paid by the owners of other lots in said Section No. \_\_\_\_\_, to the Fairmont Park West Homes Association, Inc. To secure the payment of such maintenance charge a vendor's lien is hereby retained in favor of Fairmont Park West Homes Association, Inc., against the above described property, premises and improvements, and it shall be the same as if a vendor's lien was retained in favor of the Grantor herein and assigned by proper assignment to Fairmont Park West Homes Association, Inc., without recourse on Grantor in any manner for the payment of said indebtedness. Such annual charge may be adjusted from year to year by Fairmont Park West Homes Association, Inc., as the needs of the property may in its judgment require, but in no event shall such charge be raised above the amount hereinabove set forth. Grantor herein agrees to pay its proper proportion of said fund for the unsold land fully developed as saleable lots owned by it in said Section No. \_\_\_\_\_. Fairmont Park West 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 West Homes Association, Inc., to keep the property neat and in good order, or which it considers of general benefit to the owners or occupants of the addition, it being understood that the judgment of Fairmont Park West 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 section of Fairmont Park West and as to other sections of 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 sections 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 the majority of the square foot area in Fairmont Park West Section No. \_\_\_\_\_ 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 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 (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.

5. References herein to Fairmont Park West Homes Association, Inc., shall be construed to apply to its successor, Fairmont Park Homes Association, Inc., to the same effect as though said Fairmont Park Homes Association, Inc., had been inserted hereinabove, in each case, instead of said Fairmont Park West Homes Association, Inc.

TO HAVE AND TO HOLD the said premises, together with all rights hereditaments and appurtenances thereto belonging, unto the said grantee above named, \_\_\_\_\_ and assigns forever. And \_\_\_\_\_ does bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to said property unto the said grantee above named, \_\_\_\_\_ and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By \_\_\_\_\_  
President

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared WM. G. FARRINGTON, as President of \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said Corporation, and in the capacity therein stated.

GIVEN under hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Harris County, Texas.

---

# Fairmont Park

A William G. Farrington Company Development

This instrument must be filed for record immediately  
with the County Clerk of Harris County, Texas.

## WARRANTY DEED

\_\_\_\_\_  
\_\_\_\_\_  
TO

---

### FILED FOR RECORD

---

This \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

\_\_\_\_\_  
County Clerk.

By \_\_\_\_\_  
Deputy.

### RECORDED

A. D. 19\_\_\_\_

In Harris County Record of Deeds, Vol. \_\_\_\_\_,

Page \_\_\_\_\_.

\_\_\_\_\_  
County Clerk.

By \_\_\_\_\_  
Deputy.

Recording Fee \$ \_\_\_\_\_

Return to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Fairmont  
Park**  
A William G. Farrington Company Development  
**Warranty Deed**

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, a Texas corporation, of Harris County, Texas, acting herein by and through its duly authorized officers, being grantor, in consideration of the sum of \_\_\_\_\_ cash and other good and valuable considerations to said grantor in hand paid by the grantee hereinafter named, the receipt of which is hereby acknowledged,

**SPECIMEN COPY**

has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto \_\_\_\_\_ being grantee, all that certain property situated in Harris County, Texas, described as follows, to-wit:

FAIRMONT PARK,  
SECTION \_\_\_\_\_, 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 \_\_\_\_\_ under County Clerk's File No. \_\_\_\_\_.

**THIS CONVEYANCE IS MADE SUBJECT TO:**

1. Easements, restrictions and reservations as shown on the hereinabove mentioned plat.
2. Stipulations, conditions, restrictions and reservations shown in instrument filed for record in the office of the County Clerk of Harris County, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ under Clerk's File No. \_\_\_\_\_, to which reference is here made, and such stipulations, conditions, restrictions and reservations are hereby made covenants running with the land.
3. No improvements of any character shall be erected, or the erection thereof begun, or change made in the exterior design thereof after original construction, on this property, until complete plans and specifications have been submitted to and approved in writing by Fairmont Park Corporation. This restriction terminates contemporaneously with the other restrictions applicable to this site.
4. The property herein conveyed is hereby subjected to an annual maintenance charge at a rate not to exceed four mills per square foot for the purpose of creating a fund to be known as "Maintenance Fund" to be paid by grantee herein, \_\_\_\_\_ and assigns, to cover a vacant lot or a lot with one single family residence thereon, and two times not to exceed four mills per square foot to cover a lot with two single family residences (a duplex shall be considered

two single family residences) 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 in said Section No. \_\_\_\_\_, to Fairmont Park Homes Association, Inc. To secure the payment of such maintenance charge a vendor's lien is hereby retained in favor of Fairmont Park Homes Association, Inc., against the above described property, premises and improvements, and it shall be the same as if a vendor's lien was retained in favor of the grantor herein and assigned by proper assignment to Fairmont Park Homes Association, Inc., without recourse on grantor in any manner for the payment of said indebtedness. 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 four mills per square foot of area to cover a vacant lot or a lot with one single family residence thereon, and two times not to exceed four mills per square foot to cover a lot with two single family residences (a duplex shall be considered two single family residences) thereon, all in accordance with and as defined in the said restrictions applicable to said property. Grantor herein agrees to pay its proper proportion of said fund for the unsold land fully developed as saleable lots owned by it in said Section No. \_\_\_\_\_. 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 of 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, and as to other sections of Fairmont Park 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 sections 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 in Fairmont Park Section No. \_\_\_\_\_, together with Fairmont Park Corporation, a Texas corporation, of Harris County, Texas, its successor, assign, or nominee, 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 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 (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.

**TO HAVE AND TO HOLD** the said premises, together with all rights hereditaments and appurtenances thereto belonging, unto the said grantee\_\_\_ above named, \_\_\_\_\_ and assigns forever. And \_\_\_\_\_ does bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** the title to said property unto the said grantee\_\_\_ above named, \_\_\_\_\_ and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

**THE STATE OF TEXAS }  
COUNTY OF HARRIS }**

BEFORE ME, the undersigned authority, on this day personally appeared BERNICE B. FARRINGTON, as President of \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and as the act and deed of said Corporation, and in the capacity therein stated.

GIVEN under hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Harris County, Texas.

**FAIRMONT PARK HOME ASSOCIATION, INC.**  
(Fairmont Park West Home Association, Inc., merged into  
Fairmont Park Home Association, Inc., on May 22, 1976)

**A. Background Information:**

1. Fairmont Park Home Association, Inc., and Fairmont Park West Home Association, Inc., Maintenance Associations for Fairmont Park West (The two Associations were combined by merger into Fairmont Park Home Association, Inc., on May 22, 1976)
2. Non-Profit Texas Corporation (no capital stock), Charter issued June 6, 1976 - See Exhibit "A".
3. Adopted provisions of Texas Non-Profit Corporation Act, Article 10.0b, 9/28/65 - See Exhibit "B".
4. By-laws of Fairmont Park Home Association, Inc. (together with amendments thereto) - See Exhibit "C".
5. Provisions for "Maintenance Charge" set forth in initial deeds from developing corporations - See Specimen Deed Forms, Exhibits "D", "D-1", and "D-2".
6. Architectural control of improvements received in Fairmont Park Corporation - See aforementioned Exhibits "B", "D-1", and "D-2" - all such rights expected to be assigned, at a later date, to Fairmont Park Home Association, Inc.
7. Copies of restrictions, applicable to Fairmont Park Addition - See Exhibits "E", "E-1", "E-2", and "E-3".
8. Copy of Agreement with City of La Porte with reference to garbage and refuse pick-up service. See Exhibit "F".

**B. Fact Questions:**

Fairmont Park Home Association, Inc. (now merged with Fairmont Park West Home Association, Inc., herein referred to as "Association") has provided maintenance services for Fairmont Park Addition since its inception.

The maximum permissible annual "Maintenance Charge" is presently being assessed against the properties, namely: in Fairmont Park, Sections 1 and 2, 4 mills (\$0.004) per square foot of lot area; in Fairmont Park West, Section 1, thirty-six (36.00) Dollars per lot; and in Fairmont Park, Section 1, 4 mills (\$0.004) per square foot for a vacant lot or a single family residence and two times (two mills per square foot for a duplex; all as set forth in Exhibits "B", "D-1", and "D-2".

The record of payment and collection of the "Maintenance Charges" has been exemplary; the uncollected charges are secured by vendor's liens retained in the deeds.

The developing corporations have always paid, and will continue to pay, the same maintenance charge as other property owners for all unsold land fully developed as saleable lots in the Addition, commencing in the year in which any such lots are fully developed as saleable lots as of the first day of January of such year.

The funds collected by the Association may be used for the purposes set forth in Section 4, of Specimen Deed Forms, Exhibits "D", "D-1", and "D-2"; the present principal functions being; the maintenance of parkways, esplanades, the caring for vacant lots; the collection and disposing of garbage, rubbish and trash; the general surveillance of the Addition, and the prevention and correction of violations of the restrictions.

The Association, since its inception, has been managed and directed by officers and employees of Fairmont Park Corporation (the developers).

In performing the various functions of the Association, and, additionally including the billing and collecting of maintenance charges, the purchasing of supplies and equipment, and surveillance and correction of violations of restrictions, and the myriad of other details involved, Fairmont Park Corporation, since the inception of Fairmont Park, has supplied the necessary office facilities and services, including management, legal, engineering, architectural, accounting (except annual independent audit), secretarial and other services, as well as storage space for equipment of the association, and the use of Fairmont Park Corporation and Westheimer Post Oak Corporation trucks for maintenance operations; all at no cost to the Association.

c. Future Operations:

The developers are much concerned about laying the necessary groundwork for the proper perpetuation of the Association, since it is their firm belief that such an Association, properly functioning, and responsive to the desires of the majority of the property owners, makes the difference between an outstanding and a mediocre sub-division, with the attendant difference in the enhancement and continuation of its property values and the regard in which it is held as a desirable residential area.

It is felt that this has been irrefutably borne out by the record of other fine residential areas in and around Houston.

Accordingly, it is believed that the time is propitious for the property owners to take over the management, control, and operation of their own Association, and it is the intention of the developers that this be done not later than January 1, 1971.

It is realized by the developers that some of the maintenance services have not been as flawless as may have been desired by either the developers or by some of the property owners, and that some sporadic difficulties have been experienced, from time to time, which have been neither to the liking of the developers nor of the property owners.

Nevertheless, the services which have been provided have been the

but that the developers have been able to provide with the level of income of the Association, and the difficulties in the labor market.

However, in taking over the management of the Association, the property owners can determine for themselves and provide the types of services which are desired.

It is desired that the transition from management by the developers to management by the property owners be made as easily and as unobtrusively as possible, and to this end the developers offer their cooperation and advice.

To assist in your planning and study of this matter, we are attaching the following:

1. Financial Audit of the Association, as of Dec. 31, 1971, will be prepared by an independent auditor, Seth A. Lathrop, CPA (to be furnished later).

2. Proposed Budgetary calculations for 1972, Exhibit "B".

that FAIRMONT shall be responsible for garbage and refuse pickup from such facilities and shall receive from CITY no reimbursement for same; and, further provided, that builders of speculative homes shall pay for water used in connection therewith, but as to such homes, until such time as same are sold, leased or occupied by the first purchaser, lessee or occupant, no water deposit shall be required, nor shall same be charged any sewer or garbage charge. When, as and if above-mentioned garbage charges are collected by CITY, CITY agrees to remit to FAIRMONT, the total amount of garbage charges collected by CITY each month, from all of its billed connections in Fairmont Park Subdivision, to partially reimburse FAIRMONT for its expense in providing, through its own contractors, garbage and refuse pickup service for Fairmont Park Subdivision. Remittances by CITY to FAIRMONT shall be on a monthly basis. FAIRMONT shall have the right to examine relevant financial records of CITY at any reasonable time, to verify the amounts collected.

#### IV.

CITY agrees that the private hauler or haulers with which FAIRMONT enters into contracts, for garbage and refuse pickup service in Fairmont Park Subdivision, may dump and dispose of such garbage and refuse, at CITY's sanitary land fill disposal grounds, without any charge by CITY to either FAIRMONT or to said private hauler or haulers; provided, however, said private hauler or haulers shall be subject to all reasonable rules and regulations which CITY may promulgate from time to time, concerning disposal at its sanitary land fill operation.

#### V.

FAIRMONT agrees to save and hold CITY harmless from any and all liability, arising out of any acts or omissions by FAIRMONT, or its private contractors, in performing the terms of this agreement. FAIRMONT shall require all private contractors to furnish it with appropriate certificates of insurance, that said contractors carry at least the minimum limits of public liability insurance on all vehicles and equipment.

#### VI.

This Contract shall be for the period commencing March 1, 1970, and continuing to February 28, 1971. Provided, however, either party to this

THE STATE OF TEXAS

COUNTY OF DALLAS

This agreement, made and entered into by and between the CITY OF LA FONTE, a municipal corporation, hereinafter referred to as "CITY", and FAIRMONT PARK HOMES ASSOCIATION, INC., a Texas corporation, hereinafter referred to as "FAIRMONT,"

ARTICLE I

I.

For and in consideration of the mutual covenants herein contained, and the mutual benefits to be derived by the Parties herefrom, the Parties hereto hereby agree as follows, to-wit:

II.

CITY has heretofore annexed all of the area of FAIRMONT. FAIRMONT has heretofore been furnishing back-door garbage and refuse pickup for the residences, businesses, churches, and other facilities in FAIRMONT. During the term of this Contract, and any extensions hereof, FAIRMONT agrees to continue, by contract with private haulers, or such other arrangements as it may choose to make from time to time, to furnish garbage and refuse pickup in Fairmont Park Subdivision. FAIRMONT agrees that the scope and quality of the garbage and refuse pickup services which it will contract to have provided to Fairmont Park Subdivision, will be, at a minimum, of at least the scope and quality of garbage and refuse pickup service provided by CITY, through its own facilities, to other residents of CITY. FAIRMONT further agrees to assume and pay all charges and expenses incurred by it, in contracting for the furnishing of such services to Fairmont Park Subdivision.

III.

CITY will include on its water and sewer bills, to each connection in Fairmont Park Subdivision, except as herein otherwise provided, a monthly garbage charge, to be separately identified on each of said bills, at the established rates for garbage and refuse pickup by CITY for residential and commercial customers, as the case may be; provided, however, that CITY shall make no garbage charge or sewer charge for water connections listed in the name of FAIRMONT and which serve public or semi-public facilities, only, and