

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. 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 the majority of the square foot area in Fairmont Park 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.

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