

P466734

170-56-3034

DEED OF GIFT

09/23/93 00324339 P466734 \$ 13.00

Date

September 20, 1993

Grantor

Friendswood Development Company
an Arizona corporation, authorized to do business in the State
of Texas

Grantor's Mailing Address

P. O. Box 2567
Houston, Texas 77252-2567

Grantee

Fairfield Inwood Park Neighborhood Association, Inc.

Grantee's Mailing Address

c/o Association Management Inc.
9575 Katy Freeway, Suite 130
Houston, Texas 77024

Property

Those certain tracts or parcels of land located in Harris
County, Texas, and described in Exhibit "A" attached.

Matters Affecting Conveyance and Warranty:

1. This conveyance is a gift by Grantor to Grantee, and the consideration for the conveyance shall be the mutual benefits derived by each party from this conveyance and Grantee's adherence to the requirements to the terms of the grant.
2. This conveyance is subject to all matters of record in Harris County, Texas, validly subsisting against and affecting the Property on this date, except prior conveyances and monetary encumbrances. The entire mineral estate in the Property has been reserved by Grantor's predecessors in title.
3. Grantor reserves, together with the right of assignment in whole or in part, multiple easements on, along and across the Property for utility lines and for drainage.
4. Grantor shall have the right, but not the obligation, to build and construct additional recreational facilities on the Property or to place additional recreational facilities, all without Grantee's consent. Upon completion and installation of these facilities, the facilities shall, if Grantor elects, become Grantee's property.

5. The Property shall be used solely as greenbelts, parks, playgrounds and recreational and open space and for related activities and for no other purposes; provided, however, that this use restriction shall in no manner diminish the rights that Grantor has reserved in this Deed.
6. Grantor reserves, together with the right of assignment in whole or in part, a non-exclusive easement on and over the Property and the right of free ingress and egress for access to the Property for the enjoyment and use of the Property for the purposes to which it is restricted by the terms of this Deed and dedicates a non-exclusive easement for these purposes to all present and future property owners within Grantee's jurisdiction. This right of free ingress and egress may be subject to reasonable rules and regulations imposed by Grantee.
7. Neither Grantee nor its successors or assigns shall alter, change, remove or demolish existing, or future, improvements and recreational facilities located on the Property without Grantor's prior written consent. Neither shall Grantee or its successors or assigns place, erect, build, repair or remove any recreational facilities or other buildings or improvements on the Property until the design, construction, repair, change, removal plans and specifications and a plan showing the location of each structure, improvement or recreational facility has been submitted to and approved in writing by Grantor. This review shall include, but not be limited to, quality of materials, harmony of design with existing and proposed improvements and recreational facilities and location with respect to boundary lines of the Property.
8. The Property and all improvements on the Property shall be kept at all times in a sanitary, healthful and attractive condition with all weeds, grass and underbrush cut. No portion of the Property or the improvements shall be used for the exterior storage of materials or equipment without screening of the materials or equipment, nor shall any trees be cut, fell or removed from the Property except for diseased or dying trees without Grantor's prior written consent.
9. The Property and improvements shall not be transferred to or received by any individual or corporation, but shall, in the event of dissolution or surrender of Grantee's non-profit corporation status, by termination of its existence or otherwise, pursuant to a lawful plan, be transferred or set over one or more non-profit corporations, trusts, societies or organizations engaged in activities substantially similar to the purposes stated in Grantee's articles of incorporation as filed with the Secretary of State of the State of Texas.

Nothing in this Deed of Gift, including reference to any instrument of record, shall have the effect of confirming or recognizing the validity of any instrument or right which had, on or immediately prior to this date, expired or lapsed by its terms or otherwise.

The reservations, conditions, covenants, exceptions and restrictions set out in this Deed of Gift and the obligations that are the undertakings of Grantee and its successors and assigns recited in this Deed of Gift shall be covenants running with the land and shall be binding on Grantee and its successors and assigns.

Grantor, for the consideration and subject to the reservations, conditions, exceptions and other matters set out in this Deed of Gift, including the Matters Affecting Conveyance and Warranty, gives, grants and conveys the Property to Grantee, together with all in singular the rights and appurtenances thereto and any wise belonging, to have and to hold unto Grantee, and Grantee's successors and assigns for as long as the conditions of this Deed of Gift are satisfied. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and to Grantee's successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof, except as to the Matters Affecting Conveyance and Warranty, when the claims are by, through and under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns shall include the plural. Titles used in this Deed are used for convenience only and shall not limit or affect the content.

Grantee has executed this Deed of Gift for purposes of acknowledging acceptance of this instrument and to evidence its assent to the terms and provisions of the instrument.

FRIENDSWOOD DEVELOPMENT COMPANY

By Jack C. McKinney
Jack C. McKinney, Vice President

LAW

MIB

JB

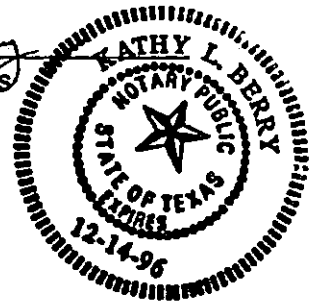
FAIRFIELD INWOOD PARK NEIGHBORHOOD
ASSOCIATION, INC.

By Tim A. Fitzpatrick
Tim A. Fitzpatrick, President

STATE OF TEXAS §
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 COUNTY OF HARRIS §

This instrument was acknowledged before me on September 20, 1993, by Jack C. McKinney, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

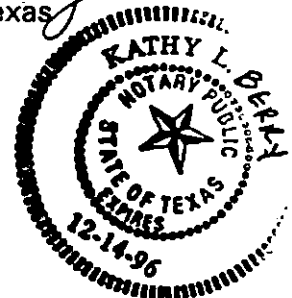
Kathy L Berry
 Notary Public, State of Texas



STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on September 20, 1993, by Tim A. Fitzpatrick, President of FAIRFIELD INWOOD PARK NEIGHBORHOOD ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

Kathy L Berry
 Notary Public, State of Texas



T165

RETURN TO:

Friendswood Development Company

T. A. FITZPATRICK

P. O. Box 2567

Houston, Texas 77252-2567

170-56-3038

EXHIBIT "A"
TO DEED OF GIFT FROM FRIENDSWOOD DEVELOPMENT COMPANY
TO
FAIRFIELD INWOOD PARK NEIGHBORHOOD ASSOCIATION, INC.

1. Restricted Reserves A and B of Fairfield Inwood Park Section One, a Partial Replat and Extension, a subdivision according to the plat thereof recorded under Film Code 351072. Dx
2. Restricted Reserve A of Fairfield Inwood Park Section Four, a subdivision according to the plat thereof recorded under Film Code 352140.
3. Restricted Reserve A of Fairfield Inwood Park Section Six, a subdivision according to the plat thereof recorded under Film Code 355084.
4. Restricted Reserves A, B, F, G, H, I, J, K, L and M of Fairfield Inwood Park Section Seven, a subdivision according to the plat thereof recorded under Film Code 356077.

T165a

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS }
COUNTY OF HARRIS }
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED, in the Official Public Records of Real Property of
Harris County, Texas on

SEP 2 8 1993



Macey A. Payne
COUNTY CLERK
HARRIS COUNTY, TEXAS

HARRIS
COUNTY
CLERK

Macey A. Payne

SEP 23 2 32 PM '93

FILED

NOTICE TO PURCHASER

The real property, described below, which you are about to purchase is located in Harris County Water & Improvement District No. 155. The district has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$0.50 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of debt service tax, as of this date, is \$N/A on each \$100 of assessed valuation. The total amount of bonds which has been approved by the voters and which has been or may, at this date, be issued is \$18,000,000 plus refunding authorization, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$3,750,000.

The district has the authority to adopt and impose a standby fee on property in the district that has water, sewer, sanitary, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the amount of the standby fee is \$-0-. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property which you are acquiring is as follows: Those certain tracts or parcels of land located in Harris County, Texas, and described in Exhibit "A" attached.

Date: September 20, 1993

FRIENDSWOOD DEVELOPMENT COMPANY (SELLER)

By Jack C. McKinney
Jack C. McKinney, Vice President

LAW
MJD
JTB

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Date: September 20, 1993

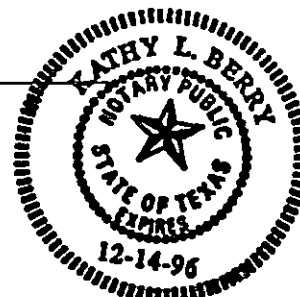
FAIRFIELD INWOOD PARK NEIGHBORHOOD
ASSOCIATION, INC.

By Tim A. Fitzpatrick
Tim A. Fitzpatrick, President

STATE OF TEXAS §
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COUNTY OF HARRIS §

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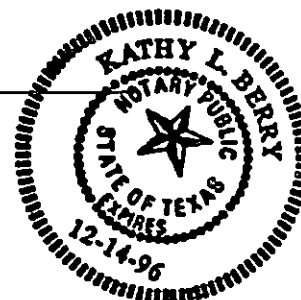
Kathy L. Berry
Notary Public, State of Texas



STATE OF TEXAS §
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COUNTY OF HARRIS §

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Kathy L. Berry
Notary Public, State of Texas



(Note: Correct district name, tax rate, bond amount, standby fee amount, and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the District has not yet levied taxes, a statement of the district's most recent projected rate of debt service tax, if any, is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on his behalf may modify the notice by substitution of the words "January 1, 19 ____" for the words "this date" and place the correct calendar year in the appropriate space.)

NOTICE TO PURCHASER

The real property, described below, which you are about to purchase is located in Harris County Municipal Utility District No. 322. The district has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$1.00 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of debt service tax, as of this date, is \$N/A on each \$100 of assessed valuation. The total amount of bonds which has been approved by the voters and which has been or may, at this date, be issued is \$19,500,000 plus refunding authorization, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$5,080,000.

The district has the authority to adopt and impose a standby fee on property in the district that has water, sewer, sanitary, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the amount of the standby fee is \$-0-. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property which you are acquiring is as follows: Restricted Reserves A and B of Fairfield Inwood Park Section One, a Partial Replat and Extension, a subdivision according to the plat thereof recorded under Film Code 351072.

Date: September 20, 1993

FRIENDSWOOD DEVELOPMENT COMPANY (SELLER)

By Jack C. McKinney
Jack C. McKinney, Vice President

LAW
MWD
JB

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The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Date: September 20, 1993

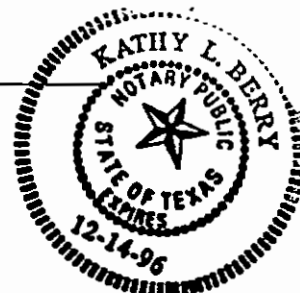
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By Tim A. Fitzpatrick
Tim A. Fitzpatrick, President

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Kathy L Berry
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NOTICE TO PURCHASER

The real property, described below, which you are about to purchase is located in Harris County Municipal Utility District No. 354. The district has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$-0- on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of debt service tax, as of this date, is \$1.01 on each \$100 of assessed valuation. The total amount of bonds which has been approved by the voters and which has been or may, at this date, be issued is \$-0-, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$-0-.

The district has the authority to adopt and impose a standby fee on property in the district that has water, sewer, sanitary, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the amount of the standby fee is \$-0-. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property which you are acquiring is as follows: Those certain tracts or parcels of land located in Harris County, Texas, and described in Exhibit "A" attached.

Date: September 20, 1993

FRIENDSWOOD DEVELOPMENT COMPANY (SELLER)

By Jack C. McKinney
Jack C. McKinney, Vice President

LAW
MD
JB

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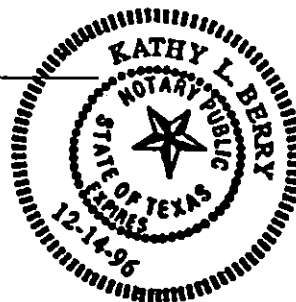
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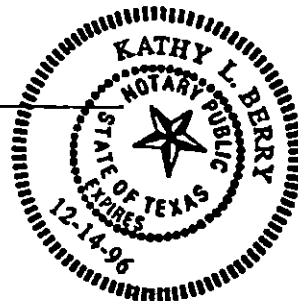
Kathy L. Berry
Notary Public, State of Texas



STATE OF TEXAS §
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EXHIBIT "A"
TO
NOTICE TO PURCHASER

1. Restricted Reserve A of Fairfield Inwood Park Section Four, a subdivision according to the plat thereof recorded under Film Code 352140.
2. Restricted Reserve A of Fairfield Inwood Park Section Six, a subdivision according to the plat thereof recorded under Film Code 355084.
3. Restricted Reserves A, B, F, G, H, I, J, K, L and M of Fairfield Inwood Park Section Seven, a subdivision according to the plat thereof recorded under Film Code 356077.

T172a