

L696488

WD
RECEIVED

JUN 11 1988

DEED OF GIFT

06/07/88 00497383 L696488 \$ 11.00

118-70-0421

RESIDENTIAL PROJECTS

Date June 6, 1988

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 INWOOD PARK NEIGHBORHOOD ASSOCIATION INC. *lu*
a Texas non-profit corporation

Grantee's Mailing Address
P. O. Box 2567
Houston, Texas 77252-2567

Property That certain tract or parcel of land located in Harris
County, Texas, and described in Exhibit A, attached.

Matters Affecting Conveyance and Warranty

- 11
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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

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 storage of 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.

If Grantee fails to maintain the Property pursuant to these standards, and Grantee's failure shall continue after ten days written notice, Grantor or its assignee may, without liability to Grantee, in trespass or otherwise, enter upon the Property and cut, or cause to be cut, weeds or underbrush, or repair improvements or recreational facilities, as necessary to secure compliance with Grantee's obligations, so as to place the Property, improvements, and recreational facilities, in a sanitary, healthful and attractive condition. Grantor may charge Grantee for the cost of all work that it performs. Grantee shall pay each statement of charges upon receipt. To secure the payment of these charges if Grantee shall not pay the invoices, Grantor reserves a vendor's lien against the Property, improvements, and recreational facilities in favor of Grantor.

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 corporation as filed with the Secretary of State of the state of Texas.
10. Notwithstanding any other term of this Deed of Gift, if all or any part of the property ceases to be used for the purposes stated in Paragraph 5, title to any

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10. Notwithstanding any other term of this Deed of Gift, if all or any part of the property ceases to be used for the purposes stated in Paragraph 5, title to any

118-70-0423

Nothing in this Deed of Gift, including reference to any instrument of record, shall have the affect 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 Property 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 successor 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 whomsoever lawfully claiming or to claim the same or any party 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 Robert F. Bradley
Name Robert F. Bradley
Title Vice President

APPROVED [Signature]
MKB

INWOOD PARK NEIGHBORHOOD ASSOCIATION INC.

By J. I. Bakoss
Name J. I. Bakoss
Title Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 6, 1988
by Robert F. Bradley, Vice President of
FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf

118-70-0424

STATE OF TEXAS

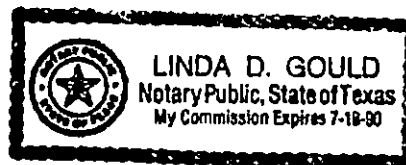
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COUNTY OF HARRIS

This instrument was acknowledged before me on June 6, 1988
by J. L. Bakoss, Vice President of
Inwood Park Neighborhood Association, a Texas non-profit corporation.
Inc.

Linda D. Gould
Notary Public, State of Texas

W-430



118-70-0425

EXHIBIT "A"
OF DEED OF GIFT

PROPERTY DESCRIPTION

Restricted Reserve "A" of Fairfield, Inwood Park, Section One, a subdivision according to plat thereof recorded in Volume 339, Page 125, of the Map Records of Harris County, Texas. J

JLB-404

FILED

JUN 7 8 37 AM '88

Quita Rodenberger
County Clerk

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

JUN 7 1988



Quita Rodenberger
COUNTY CLERK
HARRIS COUNTY, TEXAS

RETURN TO:

Friendwood Development Company
Mary C. Baker Suite 640
P. O. Box 2567
Houston, Texas 77252-2567

mm
L730000
RECEIVED

JUL 5 1988

CORRECTION DEED OF GIFT

120-69-2322

RESIDENTIAL PROJECTS

Date June 6, 1988

06/28/88 00216110 L730000 \$ 11.00

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.
a Texas non-profit corporation *h*

Grantee's Mailing Address
P. O. Box 2567
Houston, Texas 77252-2567

Property That certain tract or parcel 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.
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10. Notwithstanding any other term of this Deed of Gift, if all or any part of the property ceases to be used for the purposes stated in Paragraph 5, title to any

120-69-2324

Nothing in this Deed of Gift, including reference to any instrument of record, shall have the affect 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 Property 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 successor 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 whomsoever lawfully claiming or to claim the same or any party 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.

This Correction Deed is made in place of and to correct a deed from Grantor to Grantee dated June 6, 1988, filed for record under County Clerk's File No. L696488 and recorded under Film Code No. 118-70-0421 of the Official Public Records of Real Property of Harris County, Texas. By mistake that deed stated the Grantee as Inwood Park Neighborhood Association, Inc. when it should be Fairfield Inwood Park Neighborhood Association, Inc.

This correction deed is made by Grantor and accepted by Grantee to correct that mistake, is effective on June 6, 1988, and in all other respects confirms the former deed.

FRIENDSWOOD DEVELOPMENT COMPANY

By Robert F. Bradley
Robert F. Bradley
Vice President

FORM
APPROVED

FAIRFIELD INWOOD PARK NEIGHBORHOOD
ASSOCIATION, INC.

120-69-2325

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 17, 1988
by Robert F. Bradley, Vice President of FRIENDSWOOD DEVELOPMENT
COMPANY, an Arizona corporation, on behalf of said corporation.

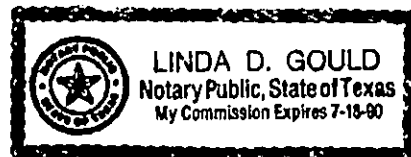
Judy Matthews
Notary Public, State of Texas
JUDY MATTHEWS
Notary Public In and for State of Texas
My Commission Expires 11-1-88.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 17, 1988
by J. L. Bakoss, Vice President of FAIRFIELD INWOOD PARK
NEIGHBORHOOD ASSOCIATION, INC., a Texas non-profit corporation.

Linda D. Gould
Notary Public, State of Texas

W-430



RETURN TO:
Friendswood Development Company
Mary C. Baker Suite 840
P. O. Box 2567
Houston, Texas 77252-2567

120-69-2326

EXHIBIT "A"
OF DEED OF GIFT

PROPERTY DESCRIPTION

Restricted Reserve "A" of Fairfield, Inwood Park, Section One, a subdivision according to plat thereof recorded in Volume 339, Page 125, of the Map Records of Harris County, Texas. *D*

JLB-404

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

JUN 28 1988



Anta Roddenberry
COUNTY CLERK
HARRIS COUNTY, TEXAS

RETURN TO:

Friendswood Development Company
Mary C. Boker Suite 840
P. O. Box 2507
Houston, Texas 77252-2507

FRIENDSWOOD DEVELOPMENT COMPANY

P.O. BOX 2567
HOUSTON, TEXAS 77252-2567
(713) 875-7830

MARY C. BAKER
ADMINISTRATIVE HEAD
RESIDENTIAL PROJECTS

REC'D JUL 07 1988

*new file
Inwood Park (Fairfield)
Deed - Parks*

July 6, 1988

Ms. Christie Keller
Association Management, Inc.
9575 Katy Freeway
Suite 130
Houston, Texas 77024

Dear Christie:

Attached for your files are copies of the following:

1. Deed of Gift conveying Restricted Reserve "A" of Fairfield Inwood Park Section One to Inwood Park Neighborhood Association Inc. This instrument was dated June 6, 1988, and is recorded under File Number L696488, Film Code 118-70-0421.
2. Correction Deed of Gift for the above, correcting name of the Grantee to Fairfield Inwood Park Neighborhood Association Inc. This instrument was dated June 6, 1988, and is recorded under File No. L730000, Film Code 120-69-2322.

Sincerely,

Mary C. Baker

MCB:jvm
MCB-1023

Distribution: Original, Minute Book (M. C. Baker)
CA Legal Instrument File (F. D. Lira)
Project Control (Linda Gould)