## FIRST AMENDED AND RESTATED RESERVATIONS OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

(Common Area and Maintenance Agreement)

STATE OF TEXAS

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**COUNTY OF HARRIS** 

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This First Amended and Restated Reservation of Easements, Covenants, Conditions and Restrictions is made on the <u>27</u> day of <u>Maech</u>, 20 18, by WILLIAM F. VAUGHN, as successor-in-interest to PAD HOMES, LP with respect to the Property, as defined below (the "Grantor").

WHEREAS, Grantor is the owner of all lots, together with the improvements thereon situated in the PAD HOMES OF SHADY ACRES, a subdivision in Harris County, Texas and more particularly described as follows:

Lots ONE (1) THROUGH THREE (3), Block ONE (1), PAD HOMES AT SHADY ACRES, Harris County, Texas according to the Map or Plat thereof recorded (the "Plat") at Film Code 663295 of the Map Records of Harris County, Texas (the "Property"); and

WHEREAS, Single family residences have been constructed on each of the Lots; and

WHEREAS, Grantor desires to impose certain easements for emergency ingress and egress, surface drainage, and private utility easements and maintenance for the benefit of present and future Owners (the "Owners") of any interest in and to any portion of the Property, and Grantor further desires to impose certain restrictions with respect to the Property.

NOW, THEREFORE, Grantor hereby declares that the Property is and shall be purchased, held, transferred, sold, conveyed and occupied subject to the following restrictions and easements which shall run with the property and shall be binding upon all parties having or acquiring any right, title or interest, whether legal or equitable, in the Property or any part thereof.

Grantor hereby grants to the present and future Owners of the Lots for so long as (a) an Owner owns any interest in the property an easement for emergency ingress and egress, ordinary surface drainage and Private Utilities in and to all that portion of the Property not situated within the footprints of the foundation of any residence constructed on the lot. Subject to the provision of this instrument governing access to the Property, the easement may be used by Owners, their guests, tenants, and invitees, residing on or temporarily visiting the Property and for the benefit of all police, fire protection, ambulance and all similar persons for emergency ingress and egress and upon, across, over, under and above the property so therein described for ingress, egress, installation, replacing, repairing and maintaining all utilities necessary or reasonably desirable for end use on the Property, including, but not limited to water, sewer, gas, telephone, cable television, and electricity; provided however, the Owners may encroach upon any underground easement granted herein with walkways, patios, atriums, decking and similar type no-permanent improvements without any prior consent of any

- governmental entity or private utility or other Owner being granted, easement rights hereunder.
- (b) Easement for Foundation Piers and Roof Overhangs / Eves or other encroachments: Grantor hereby grants to the present and future Owners of the Lots for so long as an Owner owns any interest in the property an easement over, under and across the adjacent Lot(s) as is reasonably necessary for the construction, repair and maintenance of foundation Pier and Roof Overhangs or Eves or other encroachments, including but not limited to HVAC slabs or any exterior wall mounted utilities.
- All utility service lines (which include sewer, water, electrical and storm piping, if any and paving on the property) are privately owned by the Owners of the unit serviced by the lines. Repair, replacement and maintenance of such lines or paving will be the sole responsibility of the unit owners and the City of Houston will in no way be responsible for any such repair, replacement and/or maintenance of such lines or paving. All trunk lines situated on the Property shall be jointly owned by the Owners and repair, replacement and maintenance of such lines or paving as they exist on the property will be shared pro-rata by the Owners and is not the responsibility of the City of Houston. All water, sanitary sewer, electrical, storm piping, and paving located in the common area(s) are to be maintained by the homeowners association.
- (d) Grantor hereby creates a perpetual easement for the benefit of all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the driveways and sidewalks on the Property in the performance of their duties with respect to the Property.
- (e) The Owner of each Lot shall maintain such Lot and the improvements thereon in good repair and condition at said Owner's expense.
- (f) Construction and Maintenance Easement: There is granted herein, for the Owners of the Lots for the benefit of each of the present and future Owners, for so long as an Owner owns any interest in the Property, an easement for the maintenance, construction, repair and replacement of the buildings, landscaping, lighting, utilities, fixtures and other improvements, including, without limitation, the gate and perimeter fence, situated on each Lot over and across that portion of the adjacent Lot, as is reasonably necessary for such work. Owner and Owners' agents and contractor shall have the right to enter on to such adjacent property for the purpose of accessing this easement.
- Grantor is not responsible for the formation or creation of any homeowners association. If no homeowners association is created, then any such maintenance, repair and replacement of the water, sanitary sewer, electrical, storm piping and draining, paving, landscaping or any improvements, including, without limitation, the gate and perimeter fence, located in the common areas shall be the joint responsibility of the Owners. Notwithstanding anything herein to the contrary, the Owner of Lot 1 shall be responsible for all electricity usage charges associated with the operation of the gate without contribution by any other Owner.

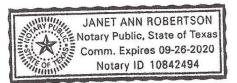
- Parking Restriction. No more than one vehicle may be parked outside of a (h) garage on any Lot at any given time, and such vehicle must be parked entirely within the boundary of such Lot.
- Grantor expressly reserves the right to alter, modify, terminate, amend or (i) supplement this instrument for so long as Grantor owns any portion of the Property subject hereto.

27	IN WITNESS _day of _ M	WHEREOF,	the Granto	r has caused 20 /8 .	this	instrument	to be	executed	this
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THE STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on MARCH 71TH William F. Vaughn.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mike Gentry West, Webb, Allbritton & Gentry, P.C. 1515 Emerald Plaza College Station, Texas 77845 979-694-7000