

(Common Area and Maintenance Agreement)

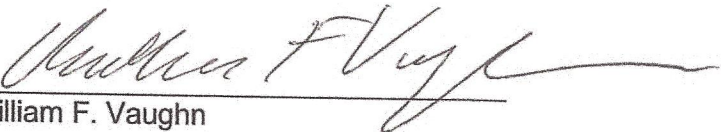
COUNTY OF HARRIS §

governmental entity or private utility or other Owner being granted, easement rights hereunder.

- (b) Easement for Foundation Piers and Roof Overhangs / Eaves 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 Eaves or other encroachments, including but not limited to HVAC slabs or any exterior wall mounted utilities.
- (c) 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.
- (g) 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.

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

27 IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this day of March, 2018.

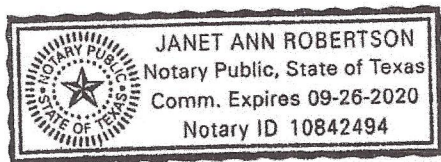

William F. Vaughn

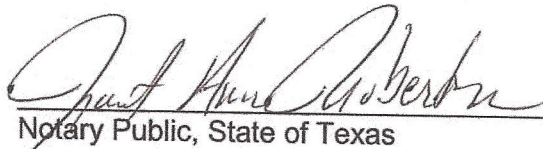
THE STATE OF TEXAS

COUNTY OF BRAZOS

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This instrument was acknowledged before me on MARCH 27TH, 2018, by 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