

COMMON AREA UTILITY AND DRAINAGE, AND MAINTENANCE
ACCESS EASEMENTS AND RESTRICTIONS

RP-2023-187441
05/23/2023 RP1 \$26.00

STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL BY THESE PRESENTS THAT:

WHEREAS, Courtney Allen Milburn, ("**Declarant**"), is the sole current owner of the real property as hereafter described (the "**Subdivision**"), and as such Declarant desires hereby to facilitate the orderly development of the Subdivision by establishment and adoption of the easements and restrictions herein set forth.

NOW, THEREFORE, Declarant hereby establishes and subjects the Subdivision to the following easements and restrictions which run with said real property and are binding upon all successors and assigns.

1. The Subdivision. These easements and restrictions apply to the following real property:

FERGUSON MANOR PARK, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 699527 of the Map Records of Harris County, Texas.

2. Drainage and Utility Easements and Devices. Perpetual, non-exclusive easements are hereby established within the Subdivision for the purposes herein stated as follows:

2.1 Applicability. These easements and restrictions apply to all areas contained within the Subdivision, including each lot, and including under (but not upon, across or above) any private driveways or streets with the Subdivision, SAVE, EXCEPT AND EXCLUDING all areas under the footprint of each residence, including each garage, as presently or as hereafter constructed upon any lot.

2.2 Purposes. The easements extend to and apply for the purposes of excavating, constructing, installing, maintaining, inspecting, repairing, replacing or removing (i) any utilities, including but not limited to, water, sewer, gas electric, cable television, telecommunications and other utilities (the "**Utility Easements**"), and (ii) any drainage swales, lines, drains and such other things and devices ("**Drainage Devices**"), including providing for, permitting and allowing sheet flow of water from and among the lots and common areas, from one lot to another lot, and otherwise throughout the Subdivision to the fullest extent deemed necessary or appropriate by Declarant for any drainage purposes (the "**Drainage Easements**"). These easements also include all necessary rights of ingress, egress and regress to and from the aforesaid easements.

2.3 Owner/Association Obligations. Once established and for so long as continued maintenance thereof is reasonably necessary, all Utility Easements, all Drainage Easements and all Drainage Devices must remain unaltered and unobstructed to the extent reasonably necessary for the purposes thereof. Each Drainage Device and all private utilities must be properly maintained by each owner of each lot or common area to which the same pertains and/or by a property owners' association established for the Subdivision and/or by a quasi-public or private utility company, and not by any city, county or other governmental entity except as to any such entity which expressly agrees to or is otherwise required by law to, and which in fact does, provide any such maintenance.

2.4 Limitations. THE FOREGOING MAY NOT BE CONSTRUED TO OBLIGATE DECLARANT TO INSTALL, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE OR REMOVE ANY SPECIFIC UTILITIES OR ANY DRAINAGE DEVICES OF ANY TYPE OR KIND WHATSOEVER, AND ANY REPRESENTATION, WARRANTY OR IMPLICATION AS TO THE SAME IS HEREBY SPECIFICALLY DISCLAIMED.

3. Maintenance Access Easement.

3.1 Applicability. The Maintenance Access Easement set forth herein applies to any property, including any lot or common area, upon which any new building or addition to an existing building, including any residence or garage, is or will be constructed within three feet of adjacent property to be used for or which is restricted to single-family residential use. The property upon which a new building or addition to an existing building is to be constructed is herein referred to as the "**Accessing Property.**" The adjacent property to be accessed pursuant to the Maintenance Access Easement (as herein defined and provided) includes any lot or common area, or any part thereof, which is adjacent to the Accessing Property and the aforesaid building or addition thereon, all of which is herein referred to as the "**Access Easement Property.**" The area of land on the Access Easement Property to which the Maintenance Access Easement applies is herein referred to as the "**Access Area.**"

3.2 Purposes; Access Area. Each Access Easement Property is subject to a non-exclusive access easement upon, over and across the Access Easement Property for the purposes hereafter stated (the "**Maintenance Access Easement**"). The Maintenance Access Easement also includes all necessary rights of ingress, egress and regress thereto and there from. The Maintenance Access Easement is for the use and benefit of the owner of the Accessing Property, and their agents, contractors or employees, for the purposes of inspection, construction, maintenance, repair or replacement of any building, including any residence or garage, or any addition to a building which is located on the Accessing Property within three feet of the Access Easement Property. The Access Area consists of a strip of land on the Access Easement Property abutting and extending along the entire common boundary line of the Accessing Property and the Access Easement Property which is adjacent to the building or addition thereto on the Accessing Property and which is located within three feet to the said common boundary line. Subject to paragraph 3.4, the Access Area extends from the said common boundary line, inward on the Access Easement Property for a distance of not less than three feet or more than six feet, as may be reasonably required.

3.3 Exclusions and Limitations. NOTWITHSTANDING PARAGRAPH 3.2 OR ANY OTHER PROVISIONS HEREOF, EACH MAINTENANCE ACCESS EASEMENT IS SUBJECT TO THE FOLLOWING EXCLUSIONS AND LIMITATIONS:

3.3.1 THE MAINTENANCE ACCESS EASEMENT DOES NOT EXTEND TO, AND THE ACCESS AREA DOES NOT INCLUDE, ANY AREAS UNDER THE FOOTPRINT OF OR TO ANY OTHER PART OF ANY SINGLE FAMILY RESIDENCE, GARAGE OR OTHER BUILDING LOCATED ON THE ACCESS EASEMENT PROPERTY, OR TO ANY ADDITION THERETO, AS PRESENTLY OR AS HEREAFTER CONSTRUCTED UPON THE ACCESS EASEMENT PROPERTY.

3.3.2 THE ACCESS AREA MAY BE UTILIZED ONLY WHEN AND TO THE EXTENT THE APPLICABLE INSPECTION, CONSTRUCTION, MAINTENANCE, REPAIR OR REPLACEMENT CANNOT BE REASONABLY CONDUCTED WITHIN THE BOUNDARIES OF THE ACCESSING PROPERTY.

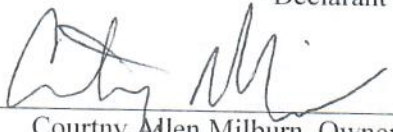
3.4 Obstructions Prohibited; Supplementation. The Access Area must remain unobstructed, and no improvements of any kind are permitted to be placed, constructed or maintained upon or within the Access Area except for a lawn and other usual and customary landscaping which will not unreasonably interfere with the Maintenance Access Easement. The Access Area may be increased in particular instances upon written request and by written approval as may be provided in, and all Maintenance Access Easements are subject to such notice, duration, usage, restoration and other requirements and conditions as may be provided in, applicable covenants, conditions, restrictions, easements, rules and regulations as may hereafter be imposed by Declarant and/or a property owners' association established for the Subdivision.

4. Restrictions: Plat Changes. The provisions hereof are subject to covenants, conditions, restrictions, easements, rules and regulations as may hereafter be imposed by Declarant or a property owners' association established for the Subdivision. In the event of filing of any maps or plats of the Subdivision, or filing of any modifications, amendments, or replats thereof, this instrument will be deemed to be amended to the extent necessary to reference and include any such maps or plats, and any such modifications, amendments or replats, as applicable.

5. Amendment. The easements established hereby will continue for so long as continued maintenance thereof is reasonably necessary to the purposes thereof, and during such period of duration no easement rights once established may be materially and adversely affected by any subsequent amendment hereof, or by any subsequent covenants, conditions, restrictions, easements, rules or regulations applicable to the Subdivision. The foregoing does not limit subsequent abandonment, amendment, modification or termination of any such easement as otherwise permitted by law, or any rights of Declarant or a property owners' association as provided in paragraph 3.4. Subject to the foregoing, Declarant reserves the right to amend this instrument at any time and from time to time to the extent Declarant may deem necessary for the orderly development of the Subdivision.

Executed this 17th day of May, 2023.

Courtney Allen Milburn,
"Declarant"

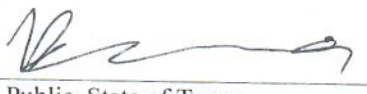
By: 
Courtney Allen Milburn, Owner OR 100

ACKNOWLEDGEMENT

STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on the 17th day of May, 2023, by Courtney Allen Milburn, as Owner of Real Property.




Notary Public, State of Texas
Printed Name: Brenna Renee
My Commission Expires: 02/01/2026

AFTER RECORDING RETURN TO:

Courtney Allen Milburn
34131 Mill Creekway
Pinehurst, TX 77357 

FILED FOR RECORD

9:42:37 AM

Tuesday, May 23, 2023

Laneshia Hudspeth

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Tuesday, May 23, 2023

Laneshia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS

