

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

STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS THAT:
COUNTY OF HARRIS §

WHEREAS, **FENWAY DEVELOPMENT, INC.**, a Texas corporation ("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 shall run with the said real property and be binding upon all successors and assigns.

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

EASTWOOD GREEN, an addition in Harris County, Texas according to the map or plat thereof filed under Clerk's File No. RP-2019-298361, Official Public Records of Real Property of Harris County, Texas, and recorded in Clerk's Film Code No. 689183, 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 within 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"), and (iii) any paving and sidewalks consisting of any materials, including but not limited to, concrete, asphalt, pavers and crushed granite ("Paving"). These easements also include all necessary rights of ingress, egress and regress to and from the aforesaid easements

2.3 Encroachments. In the event of encroachment during original construction by any Drainage Device, including any overhead and overhanging encroachments and any encroachments which are completely underground, it shall be deemed that the owner of the lot or common area encroached upon (or into) has granted a perpetual non-exclusive easement for the continuing maintenance and use of the encroaching Drainage Device, and for maintenance, repair or replacement

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thereof. Encroaching Drainage Devices as aforesaid include, for example but without limitation, any overhang by gutters or underground drainage lines for such gutters (including downspouts for the same).

2.4 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 shall remain unaltered and unobstructed to the extent reasonably necessary for the purposes thereof. Each Drainage Device and all private utilities shall 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.

2.5 Limitations. THE FOREGOING SHALL 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 will apply 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 shall consist 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 shall extend from the said common boundary line, inward on to the Access Easement Property for a distance of not less than three feet nor 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:

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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 Owner/Association Obligations. The Access Area shall remain unobstructed, and no improvements of any kind are permitted to be placed, constructed or maintained in 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, rules and regulations as may hereafter be imposed by Declarant and/or a property owners' association established for the Subdivision.

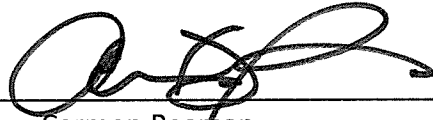
4. Restrictions; Plat Changes. The provisions hereof are subject to covenants, conditions, restrictions, rules and regulations as may hereafter be imposed by Declarant or a property owners' association established for the Subdivision. In the event of filing of any maps or plats of the Subdivision, or filing of any modifications, amendments, or replats thereof, this instrument shall 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 shall 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, 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.

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EXECUTED this 26th day of September, 2019.

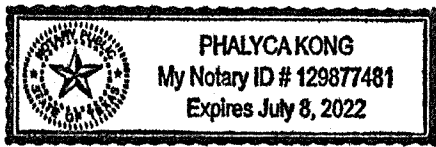
FENWAY DEVELOPMENT, INC.
a Texas corporation
"Declarant"


By: 
Carmen Pearson
Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26th day of September, 2019, by Carmen Pearson, as Vice President of **FENWAY DEVELOPMENT, INC.**, a Texas corporation, on behalf of the company.




Notary Public, State of Texas

Name: Phalyca Kong

My Commission Expires: July 8, 2022

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$28.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

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