Ν

MAINTENANCE ACCESS EASEMENTS

STATE OF TEXAS

§ KNOW ALL BY THESE PRESENTS THAT: §

COUNTY OF HARRIS §

1EE NO NAME SHOW!

D

WHEREAS, FENWAY DEVELOPMENT, INC., a Texas corporation ("<u>Declarant</u>"), is the sole current owner of the real property as hereafter described (the "<u>Subdivision</u>"), and as such Declarant desires hereby to facilitate the orderly development of the Subdivision by establishment and adoption of the easements and other covenants, conditions and restrictions herein set forth.

NOW, THEREFORE, Declarant hereby establishes and subjects the Subdivision to the following easements 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:

RAVENNA SUBDIVISION, an addition in Harris County, Texas according to the map or plat thereof filed under Clerk's File No. 20120445205, Official Public Records of Real Property of Harris County, Texas, and recorded in Clerk's Film Code No. 648292, Map Records of Harris County, Texas; and

2. Maintenance Access Easement.

- 2.1 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."
- 2.2 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 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. 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. 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, provided that in no event will the Maintenance Access Easement extend to any part of any single family residence, garage, or other building located on the Access Easement Property. THIS 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.

- 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.
- 3. The easements established hereby shall continue for so long as continued Amendment. 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, 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 2.3. 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 3/3 day of JULY, 2013.

FENWAY DEVELOPMENT, INC.

10R

a Texas corporation

"Declarant"

Richard Warne Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

§ § §

COUNTY OF HARRIS

This instrument was acknowledged before me on the 3/ day of 3/, 2013, by Richard Warne, as Vice President of FENWAY DEVELOPMENT, INC., a Texas corporation, on behalf of the company.

Name: YING ZHAO

My Commission Expires: 03/31/2015

YING ZHAO Notary Public, State of Texas My Commission Expires March 31, 2015

20130387321 # Pages 3 08/01/2013 09:24:41 AM e-Filed & e-Recorded in the Official Public Records of HARRIS COUNTY STAN STANART COUNTY CLERK Fees 20.00

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.

