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762588 DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

STATE OF TEXAS §  
COUNTY OF BEXAR § KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, R. L. PATRICK EDWARDS is the owner of Lots 42, 43, 45, 46, and 47, N. C. B. 11620, Oak Hills Subdivision, Unit 18, in the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 7900, Page 48, of the Deed and Plat Records of Bexar County, Texas, and is further the owner of that certain private sanitary sewer and ingress and egress easement serving said lots and depicted on the aforesaid plat which said easement is herein called "common area" and wishes to insure that the common area should be used only for the benefit of those persons, whether one or more, who are the record owners of fee simple title to any of said lots excluding those having such interest merely as security performance of an obligation (owners).

NOW, THEREFORE, declarant hereby declares that the common area shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions:

ARTICLE I.  
EASEMENTS

Every owner shall have the right and easement for the purpose of ingress and egress by pedestrian or vehicular traffic and for the purpose of constructing, installing, maintaining, repairing and replacing utility lines over, across, in and under the common area which easements shall be appurtenant to and shall pass with the title to every lot subject to the following:

- (a) the right of the owners of three-fifths (3/5) of such lots, acting jointly, to dedicate or transfer all or any part of the common area to any public agency, authority or utility for street or utility purposes benefiting the owners of such lots;

: VOL 8065 PAGE 387

Unit 18

Vol. 8055  
p. 388

(b) the right of the owners of three-fifths (3/5) of such lots, acting jointly, to install additional streets, roads, passageways and/or utility lines or to relocate the same in, over, upon and under the common area, provided, however, that at all times each lot shall have reasonable access thereto;

(c) the right of the owners of three-fifths (3/5) of such lots, acting jointly, to plant, remove and maintain trees, shrubs, grass and other plants upon the common area and to construct fences, watering systems, and any and all other improvements thereon designed to make the same attractive or more useful to the owners provided, however, that at all times each lot shall have reasonable access thereto.

ARTICLE II.

ASSESSMENTS

The owner or owners of each lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay one-fifth (1/5) of all assessments made or established by the owners of three-fifths (3/5) of such lots, acting jointly, for the purpose of constructing, maintaining, repairing, replacing and restoring the common area and improvements thereon. The assessments, together with interest, cost and reasonable attorney's fees, shall be deemed to be the personal obligation of the persons who were the owner of each lot when the assessment fell due, but shall not in any way be deemed to be secured by, and there is not hereby reserved, any lien against such lots. Written notice of each assessment shall be given the owners at least thirty (30) days prior to the due date thereof. If the same is not paid upon the due date thereof any one or more of the owners may pay the same and shall be entitled to recover the same, plus interest thereon at the rate of ten percent (10%) per annum from due date, plus reasonable attorney's fees and costs of court from the delinquent owner.

ARTICLE III.

MISCELLANEOUS

(a) No owner shall occupy or use any portion of the common area for any purpose other than that expressly permitted hereby, except, any owner may use the common area for the temporary storage of building materials while constructing a residence or improvement thereto, provided, however, that such owner shall promptly upon the completion of such construction remove any and all such materials and debris and restore the common area to its former condition at such owner's expense and provided further that in no event shall the rights of the other owners for the use of the common area for access and utility purposes be thus impaired.

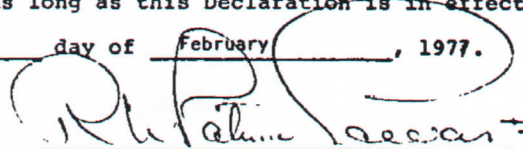
(b) Wherever the owners of three-fifths (3/5) of such lots are authorized to act herein, such act shall be in writing signed by all of the owners of said lots. In the event there should be more than one owner of a lot all of such owners must concur in any action in respect to such lot.

(c) The easements, covenants, restrictions and conditions of this Declaration shall run with and bind the common area for a term of forty (40) years from the date this Declaration is recorded. This Declaration may be amended during the first twenty (20) year period by an instrument signed by all of the owners of such lots and thereafter by an instrument signed by the owners of three-fifths (3/5) or more of such lots.

(d) Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, covenants and conditions now or hereafter imposed by the provisions of this Declaration. Failure by any owner to enforce any easement, covenant, condition or restriction herein contained shall in no event be deemed to be a waiver of the rights due so thereafter.

(e) Each of the owners hereby releases and waives any right he may possess to partition the common area or to have the same sold in lieu of partition as long as this Declaration is in effect.

EXECUTED this 7th day of February, 1977.

  
R. L. Patrick Edwards

TRM 8065 REC 389

STATE OF TEXAS §  
COUNTY OF BEXAR §

EX-8065 PAGE 390

BEFORE ME, the undersigned authority, on this day personally appeared R. L. PATRICK EDWARDS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of February, 1977.

*Carol DeCastillo*  
Notary Public in and for  
Bexar County, Texas



STATE OF TEXAS  
COUNTY OF BEXAR  
I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me and was duly  
RECORDED in the Volume and Page of the DEED RECORDS  
of Bexar County, Texas, as stamped hereon by me.



APR 25 1977

*Robert D. Green*  
COUNTY CLERK  
BEXAR COUNTY, TEXAS

FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.



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Return to:  
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