

SHARED ACCESS AREA EASEMENT AND PRIVATE LAND USE RESTRICTIONS

THE STATE OF TEXAS)
) KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF _____)

Whereas, _____, a _____ ("Owner"), is the owner of and is developing certain real property known as the _____ Addition and which is more particularly described in the plat thereof attached hereto as Exhibit A, to be recorded in the Plat Records of _____ County, Texas ("Property"); and

Whereas, in connection with the development of the Property, Owner desires to create a shared access easement and private land use restrictions for the benefit of the Property, as more particularly described below.

Now Therefore, The Owner hereby declares and grants a perpetual, non-exclusive easement in, under, and/or across certain portions of the Property with the following rights and obligations, to wit:

1. Unless stated otherwise in this document, the definitions and provisions of CHAPTER 51A, "DALLAS DEVELOPMENT CODE, Ordinance No. 19455, as amended" of the Dallas City Code, as amended, apply and are incorporated into this document as if recited in this document. In this document:

- (a) Association means _____ homeowners association, and Association includes Owner until all lots in the Development are sold.
- (b) City means the City of Dallas, a municipal corporation.
- (c) Development means all area being platted by the attached plat.
- (d) Shared Access Area means that portion of the plat labeled Shared Access Area, and is described by _____ metes and bounds in Exhibit A.

2. Owner grants an easement in Shared Access Area in the areas shown for the benefit of the individual lots in the Development for public and private utilities, storm water drainage, fire protection, lighting, traffic control, government and emergency vehicle access, mail service, meter-reading access, vehicular and pedestrian access, parking, and deliveries. Height clearance must be at least 18 feet above the surface of the Shared Access Area. No buildings, fences, trees, shrubs, or other improvements or growths may be located in the Shared Access Area over public utilities. Owner grants an easement at least 12 feet wide, in the area labeled water and wastewater easement on the plat, exclusively for public water and wastewater below grade (surface access over the water and wastewater easements is permissible). The water and wastewater easement must be centered in the Shared Access Area, which must be at least 20 feet wide. Guest parking spaces must be provided (minimum one space for each four lots in the Development) in the location shown on the plat. Guest parking may be provided in the Shared Access Area as long as it is not located over a water/wastewater easement or utility easement. If guest parking is provided by a parking agreement, the location of the guest parking and recording information for the parking agreement must be provided in a note on the plat. All lots in the Development are restricted to single family use.

3. Association is responsible for lighting, maintenance, and cleaning of the Shared Access Area, including, but not limited to, drainage, signage, streetscaping and landscaping, for stormwater drainage, for contacting the appropriate utilities or contractors to arrange the installation, maintenance, and repair of utilities, including but not limited to, electric, water, sewage, and communications located within the Shared Access Area. Association is responsible, where interior traffic control devices are required by the City, for the installation and maintenance of interior traffic control devices.

4. The City has no obligation to maintain the Shared Access Area. If a Shared Access Area is not maintained in compliance with the requirements for streets set forth in the Dallas City Code, the City shall have the right, but not the obligation, to take those actions necessary to put the Shared Access Area in compliance ("Compliance Work"). The Association must pay the City for the Compliance Work performed within a period of 30 days from the date of presentation of the bill for the Compliance Work ("Bill") to the Association. Owner hereby covenants

and agrees, and each owner of any lot in the Property, by acceptance of a deed therefor, whether or not reference to the covenant shall be so expressed in any such deed or other conveyance, shall be deemed to have covenanted and agreed to pay to the City of Dallas within 30 days of presentment, a proportional amount of the Bill not paid within the required time by the Association, based on the number of square feet of owner's lot divided by the number of square feet of all lots in the Property, excluding common areas if such common areas are platted as lots ("Individual Bill"). If any Individual Bill is not paid by the owner of a lot on the date when due, the City shall file a lien statement including a statement of expenses assessed against the lot, the name of the owner, if known, and the legal description of the lot with the county clerk of the county where the lot is located, the unpaid amount of the Individual Bill shall be considered delinquent and shall, together with interest thereon at the maximum lawful rate and costs of collection thereof, become a continuing debt secured by the lien on the lot of the non-paying owner which shall bind such lot in the hands of the owner and owner's heirs, executors, administrators, devisees, personal representatives, successors and assigns, until the delinquency has been cured. If the City substantially prevails in a legal proceeding to enforce these provisions, the Association agrees that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. The right of the City to enforce these provisions shall not be waived, expressly or otherwise.

5. The Association and all owners of lots in the Property agree to defend, indemnify and hold City, its officers, agents and employees, harmless against any claims, lawsuits, judgments, costs and expenses for damage to the Shared Access Areas or personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may result from, arise out of or be in connection with the Shared Access Areas, the easement, or these private land use restrictions.

6. This easement may only be amended or terminated with the consent of all the owners and lienholders of property in the Development; with approval as to form by the City attorney, and with approval by the City building official and the director of Dallas Water Utilities. The Association must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at its sole cost and expense before the amendment or termination becomes effective.

7. The Owner certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

8. The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

9. The provisions of this document are hereby declared covenants running with the land and are fully binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document.

10. If Association ever ceases to exist, or is unable to fulfill its obligations under this easement, Association shall mean the owners of all lots in the Development.

11. These private land use restrictions shall be construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for the enforcement of the indemnification provisions of these private land use restrictions shall be in Dallas County, Texas.

EXECUTED this the _____ day of _____, 20__.

Owner (Print name of Owner on the line above)

By: _____ (This signature must be acknowledged)

Its: _____

Approved by the Building Official

By: _____

Approved as to form:
Thomas P. Perkins, Jr., City Attorney

By: _____
Assistant City Attorney

Lienholder or Mortgagee agrees to subordinate its interest in the Development to the rights granted in the shared access area easement.

(Print name of the Lienholder or Mortgagee on the line above)

By: _____ (This signature must be acknowledged)

Its: _____

NOTE: The attached plat must be large enough for all details to be legible. A half sheet is recommended unless the typeface is very large on a quarter sheet.

Acknowledgment of signatory for the OWNER

State of Texas
County of Dallas*

This instrument was acknowledged before me on _____(date of acknowledgment) by _____(name of person who signed the document), as _____(title of officer-usually president, or secretary), of _____(name of corporation that is the general partner), a _____(state of incorporation) corporation, on behalf of said corporation, and the corporation executed this instrument as partner on behalf of _____ (name of limited partnership), a limited partnership.

(Notary's stamp here)

(Notary's signature)
Notary Public in and for the State of Texas*

Acknowledgment of signatory for the LIENHOLDER OR MORTGAGEE

State of Texas
County of Dallas*

This instrument was acknowledged before me on _____(date of acknowledgment) by _____(name of person who signed the agreement), as _____(title of officer-usually president, or secretary), of _____(name of corporation), a _____(state of incorporation) corporation, on behalf of said corporation.

(Notary's stamp here)

(Notary's signature)
Notary Public in and for the State of Texas*

*Note, Dallas Texas is used as an example only, use the County and State where the instrument was acknowledged.

NOTE:

1. THE ATTACHED PLAT MUST BE LARGE ENOUGH FOR ALL DETAILS TO BE LEGIBLE
2. This document must be recorded in the real property records of the county in which the property is located. If the property is located in more than one county, this document must be recorded in the real property records of every county in which the property is located.

After recording please return to (put Owners name and address here):

Name: _____
Address: _____

