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DECLARATION OF RESTRICTIVE COVENANTS

AND EASEMENT AGREEMENT

THIS DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS AGREEMENT ("Declaration") is made as of this 6 day of February, 2006 (the "Effective Date") by Fercan E. Kalkan ("Developer"), who declares and publishes as follows:

WHEREAS, Fercan E. Kalkan is the Developer of those certain parcels of real property located in Harris County, Texas, commonly referred to as Falls at Fairdale, Houston, Texas 77057 and being more specifically described on Exhibit "A" attached hereto and incorporated herein for all intents and purposes (the "Property");

NOW THEREFORE, Developer declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the Terms, Covenants, Conditions, Restrictions, and Easements contained in this Declaration.

- Easements, Developer desires to establish an Easement over and along the centermost twenty eight feet (28') of the Property for the purposes of permitting all of the owners and occupants (and their guests and invitees) of the Property which are not located adjacent to a public way to cross over and upon all parts of this twenty eight foot (28') wide area for the purpose of traveling between their respective property and a public way. Furthermore, the Developer desires to establish a Utility Easement upon the Property whereby any portion of land within the Property that is not covered by a building structure shall be considered a Utility Easement and all sanitary sewer, storm sewer, water, electrical, gas or pavement contained in said easement shall be maintained by the home owners at there expense.
- 2. Obstructions Along Easements. The collection of rubbish, trash, or personal property upon the Property that obstructs access and movement by person(s) and/or entities along and/or across the Easements and/or any future established easement(s) is prohibited. No gates, barricades, or other obstructions may be erected or located upon the Easements and/or any future easement(s), unless approved in writing by the Developer or, if applicable, Developer's successors-in-interest to any portion of the Property.

- 3. Developer's Reservation of Rights. Developer, and/or Developer's successors-in-interest to the Property, reserves the right to create such additional easement(s) appurtenant to the Property and within, on, under, and/or over the Easements created by this Declaration as Developer deems necessary or desirable for the development of the Property, provided, however, that no such easement(s) may interfere with rights and uses contemplated by this Declaration. Any of the Property's current and/or future owners may also grant such additional easement(s) within, on, under, and/or over the Easements detailed within this Declaration provided that any such additional easement(s) do not interfere with the rights and uses contemplated by this Declaration.
- 4. Quiet Enjoyment. Each owner of any portion of the Property is entitled to the quiet enjoyment of his or her portion of ownership in accordance with all applicable laws, rules, and regulations, except as burdened by this Declaration and by any other matters appearing of record in Harris County, Texas, which are in effect and affect the Property. In this regard, any owner of any portion of the Property exercising his or her rights with respect to the Easements detailed within this Declaration and/or any future easement(s) upon the Property will make every reasonable effort not to unreasonably disturb the specific portion of property designated from the Property for any current and/or future easement(s). A rightful user of any easement(s) upon the Property will not be liable to any owner possessing a portion of the Property that is encumbered by any easement(s) for damages to the specific owner's property or for a violation of that owner's right to quiet enjoyment of his or her specific property, except to the extent such damages or violation are caused by the intentional wrongful, or grossly negligent, acts of such user.

5. Enforcement of Declarations. Developer and/or Developer's successors-in-interest to any owner of any portion of property within the Property, or any person or entity having a right to possess a portion of the Property by, through, or under Developer, or, by, through, or under Developer's successors-in-interest to the Property shall have the right to bring any action at law or in equity to enforce any and/or all of the Terms, Covenants, Conditions, Restrictions, and Rights granted and created under this Declaration, including, but not limited to, actions for monetary damages and injunctive relief. The prevailing party in any such contest shall be entitled to recover all reasonable attorney fees, costs, and/or expenses associated with such action.

6. Covenants Running With the Land. The Terms, Covenants, Restrictions, and Rights set forth in this Declaration shall continue with the land comprising the Property and shall be binding upon all parties having or acquiring any right, title, or interest of any portion of the Property, or any of their heirs, successors, and/or assigns, and shall inure to the benefit of. and be enforceable by, each person and/or entity having a right to possess any portion of the Property, their respective legal representatives, heirs, successors, and/or assigns, until that date which is twenty (20) years after the Effective Date, after which time said terms, agreements, covenants, restrictions, and rights shall be automatically extended for successive periods of ten (10) years each, unless: (i) an instrument signed by the then current owners of two-thirds (2/3) (by number) of the homes within the Property as recorded in the Official Public Records of Real Property of Harris County, Texas, determine to modify the Terms. Covenants, Restrictions, and Rights set forth in this Declaration and within the laws that govern the Property.

This Declaration is made subject to any and all other matters of record in Harris County, Texas to the extent such matters are in force and affect the Property.

EXECUTED as of the Effective Date, this <u>Ale</u>dayof_

Developer: Fercan E. Kalkan

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the ______ day of 2006

My commission expires:

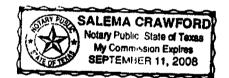
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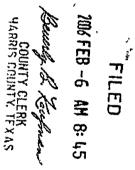
W.W. Bickersts 16 & Assoc, Inc

P. O. Box 96098

Houston, TX =

"EXHIBIT A"





The following parcel and/or tract of property is known and/or referred to as Falls at Fairdale:

6234 Fairdale Street, Houston, Texas 77057

LOT 69 Glenhaven Estates

ANY BROWSKON TEREUS WHICH RESTRICTS THE SALE PENTAL OR USE OF THE DERCREED REAL PROPERTY BECAUSE OF COLOR OR RACE IS WHALED AND UNEUF CINCEARLE UNDER FEDERAL LAW THE STATE OF TEXAS

PIE STATE UP TEARS OUNTY OF HARRIS Thereby certly that this instrument was FILED in File Number Sequence on the sile and at the time stamped hereon by me, and was duly RECORDED in the ifficial Public Records of Real Property of Harris County Texas on

FEB - 6 2006



HARRIS COUNTY, TEXAS