

15-80

DECLARATION OF COVENANTS, CONDITIONS ~~DEED~~  
AND RESTRICTIONS OF  
594564 RALPH E. FAIR, INC.,  
SAN ANTONIO, TEXAS

THIS DECLARATION of COVENANTS, CONDITIONS AND RESTRICTIONS is made this 1st day of June, 1983, by Ralph E. Fair, Inc., a Delaware corporation (the "Declarant").

R E C I T A L S

WHEREAS, Declarant is the owner of certain real property, and improvements thereon, situated in Bexar County, Texas, adjacent to that property described on Exhibit "A" attached hereto, and

WHEREAS, Declarant is also the owner of the real property situated in Bexar County, Texas, more particularly described on the Exhibit "A" attached hereto, hereafter referred to as the "Fairways" property; and

WHEREAS, Declarant is improving that property adjacent to and surrounding that property described on Exhibit "A" and desires to impose certain easements, covenants, conditions and restrictions governing the use of the Fairways property to provide for the protection of the value and desirability of both properties.

NOW, THEREFORE, Declarant hereby declares that the Fairways property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the real property and be binding upon all parties, owners, lessees, tenants or others having any right, title or interest in the Fairways property or any part thereof, their heirs, successors, and assigns, and shall be for the benefit of and enforceable by the Declarant and its successors in title to the Fairways property.

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ARTICLE I  
DEFINITIONS

Section 1. "Fairways" shall refer to that certain property described on Exhibit "A" attached hereto.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the property or any part thereof, and shall include any lessee or tenant or the Owner.

Section 3. "Property" shall mean and refer to that certain real property described in the Exhibit "A" attached hereto including the Building improvements.

Section 4. "Declarant" shall mean and refer to Ralph E. Fair, Inc., a Delaware corporation, its successors and assigns.

ARTICLE II  
USE RESTRICTIONS AND PROPERTY RIGHTS

Section 1. Use Restrictions. The Property shall be occupied and used as follows:

(a) Any improvements shall be used for the sole purpose of residential housing, subject to the restrictions contained herein.

(b) No offensive, noxious, or use detrimental to the adjacent property shall be permitted, nor shall the Fairways property be used for any purpose that, as a matter of experience, tends to create a nuisance.

(c) An on-site sales office may be maintained on the property but no other commercial use of the property shall be permitted.

ARTICLE III  
ARCHITECTURAL CONTROL

The Owner of the Fairways property, subsequent to Declarant, shall construct improvements in accordance with

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plans which shall be approved in writing by Declarant prior to construction.

No building, fence, wall or other structure or construction shall be commenced, erected or maintained upon the property nor shall any addition to or change or alteration therein be made until plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, or assigns.

#### ARTICLE IV

##### OBLIGATIONS TO MAINTAIN AND REPAIR

Subject to the provisions of this Declaration regarding architectural approval, Owner shall maintain and repair the Property, keeping the same in a first class condition at all times making all repairs as such may be required.

#### ARTICLE V

##### FAIR OAKS RANCH HOMEOWNER'S ASSOCIATION

Each separate living unit shall become and continue to be members of the Fair Oaks Ranch Homeowner's Association and agree to comply with its governing Articles the purposes of which are to provide various services and facilities for the use and benefits of the Property owners of the Property, and all owners of living units constructed on the Property agree to accept such membership and to perform and be bound by the obligations, terms and conditions of membership in the Fair Oaks Ranch Homeowner's Association in accordance with its duly provided Charter, ByLaws and Resolutions as recorded in Volume 2006, Pages 589-610 of the Official Public Records of Real Property of Bexar County, Texas.

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ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. These covenants, conditions and restrictions shall be enforceable by the Declarant, its successors and assigns, by any proceeding at law or in equity. Failure by the Declarant, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

It is further agreed by Owner that each and all of the restrictions contained herein shall, as between the parties hereto, their heirs, successors and assigns, be deemed to be and construed as express conditions subsequent, on each of which any conveyances are made. If Owner shall neglect or fail to perform and to comply strictly with the several restrictions on his part, or any of them, Declarant and its successors or assigns, may at any time thereafter serve on Owner a notice in writing specifying the particular or particulars in which default or breach thereof have been made and directing Owner to remedy such default or breach. Should Owner fail to fully and entirely perform the covenants and obligations of the Owner hereunder, then Declarant, in addition to any and all other rights or remedies of Declarant for equitable remedies such as specific performance and injunction, shall be entitled to recover all direct and indirect damages, costs and expenses incurred by Declarant due to the breach of the covenants including lost rentals, expenses of curing any default or breach, attorneys' fees and court costs.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions which shall remain in full force and effect.

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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, perpetually.

Section 4. Law Governing. This Declaration shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 1st day of June, 1983.

"DECLARANT"

RALPH E. FAIR, INC.,  
A Delaware Corporation

By: Robert J. Weiss, Jr.  
Robert J. Weiss, Jr.,  
President

STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, a notary public, on this day personally appeared Robert J. Weiss, Jr., President of Ralph E. Fair, Inc., a Delaware corporation, 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 and as the act and deed of said corporation.

GIVEN under my hand and seal of office this 1st day of June, 1983



JEANNE R. ALLEN  
Commission Expires Feb. 20, 1984

Jeanne R. Allen  
Notary Public in and for the  
State of Texas

My Commission Expires: 2-20-84

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CALLAHAN GREEN  
ROBERT D. GREEN  
COUNTY CLERK BY KAR CO.

*MG*  
1985 JUN 16 AM 9 45



CLERK OF THE  
COUNTY CLERK  
DEAN COUNTY, TEXAS

JUN 16 1983

STATE OF TEXAS  
COUNTY CLERK  
DEAN COUNTY, TEXAS  
I, *[Signature]*, Clerk of the County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office, Dean County, Texas.

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EXHIBIT A  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RALPH E. FAIR, INC., SAN ANTONIO, TEXAS DATED JUNE 1, 1983

TRACT I

4.284 acres of land out of the Maria de La Luz Guerra Survey No. 172, Abstract 257, Bexar County, Texas, and out of a 4883.370 acre tract of land described in instrument recorded in Volume 2883, Page 27, Deed Records, Bexar County, Texas, and out of a 65.18 acre tract described in instrument recorded in Volume 2883, Page 31, Deed Records, Bexar County, Texas, said 4.284 acres being more particularly described as follows:

BEGINNING at a found iron rod along the East right of way of Fair Oaks Parkway for the Southwest corner of this tract, from which the Northeast intersection of Fair Oaks Parkway and Dietz Elkhorn Road bears South 12°20'24" East, a distance of 1165.40 feet;

THENCE following the East right of way of Fair Oaks Parkway in a Northerly direction, curving to the right with a radius of North 89°02'12" East, radius distance of 447.26 feet, delta angle of 07°01'26", and arc distance of 54.83 feet to an iron rod found for a point of tangency; North 06°35'40" East, 99.25 feet to an iron rod found; North 10°21'56" East, a distance of 20.00 feet to an iron rod found for a point of curvature, curving to the left with a radius bearing North 79°38'04" West, a radius distance of 548.63 feet, delta angle of 11°00'49", and arc distance of 105.46 feet to an iron rod found for a point of tangency; North 00°38'53" West, a distance of 513.96 feet to set iron rod for the Northwest corner of this tract;

THENCE North 89°21'08" East, a distance of 230.47 feet to a set iron rod on the West boundary line of the 18th Fairway of Fair Oaks Ranch for the Northeast corner of this tract;

THENCE South 00°39'23" East, a distance of 791.54 feet along the West boundary of the 18th Fairway to an iron rod found for the Southeast corner of this tract;

THENCE South 89°20'38" West, a distance of 260.08 feet leaving the West boundary of the 18th Fairway to the POINT OF BEGINNING.

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EXHIBIT A  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RALPH E. FAIR, INC., SAN ANTONIO, TEXAS DATED JUNE   , 1983

TRACT II

2.142 acres of land out of the Maria de La Luz Guerra Survey No. 172, Abstract 257, Bexar County, Texas, and out of a 4883.370 acre tract of land described in instrument recorded in Volume 2883, Page 27, Deed Records, Bexar County, Texas, said 2.142 acres being more particularly described as follows:

BEGINNING at a set iron rod along the East right of way of Fair Oaks Parkway for the Southwest corner of this tract, from which the Northeast intersection of Fair Oaks Parkway and Dietz Elkhorn Road bears South 00°38'53" East, a distance of 513.96 feet to a found iron rod for a point of curvature, curving to the right with a radius bearing South 89°21'08" West, radius distance of 548.63 feet, delta angle of 11°00'49", and arc distance of 105.46 feet to a found iron rod for a point of tangency; South 10°21'56" West, a distance of 20.00 feet to a found iron rod; South 06°35'40" West, a distance of 99.25 feet to a found iron rod for a point of curvature, curving to the left with a radius bearing of South 83°56'23" East, radius distance of 447.26 feet, delta angle of 07°01'26", and arc distance of 54.83 feet, to a found iron rod for a point of tangency; South 12°20'24" East, a distance of 1165.40 feet;

THENCE following the East right of way of Fair Oaks Parkway in a Northerly direction, North 00°38'53" West, a distance of 189.14 feet to an iron rod found for a point of curvature; curving to the right with a radius bearing of North 89°21'08" East, radius length of 297.40 feet, delta angle of 74°43'51", and arc distance of 387.89 feet to an iron rod found for a point of tangency; North 74°04'59" East, a distance of 11.74 feet to an iron rod found for the most Northerly corner of this tract;

THENCE South 00°39'23" East, distance of 479.13 feet along the West boundary of the 18th Fairway to an iron rod set for the Southeast corner of this tract;

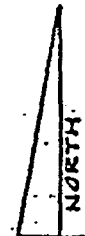
THENCE South 89°21'08" West, a distance of 230.47 feet leaving the West boundary of the 18th Fairway to the POINT OF BEGINNING.

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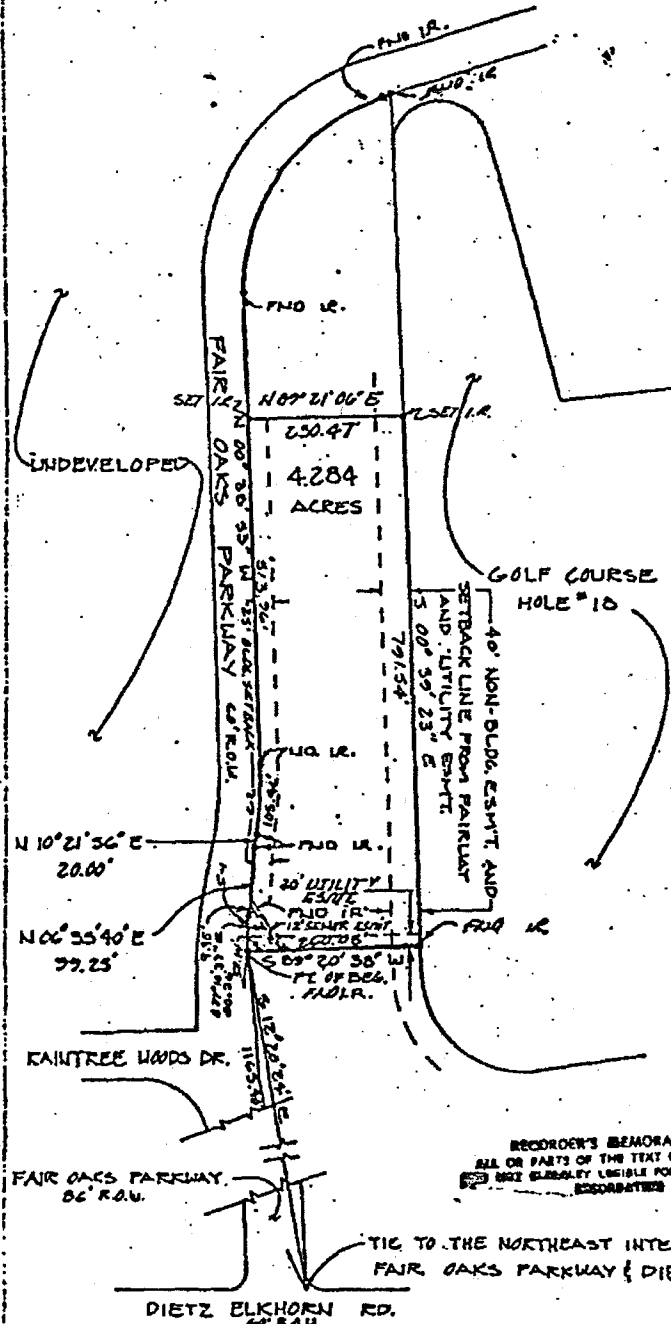
Return to  
Richard Halter  
1600 First Texas  
San Antonio TX 78205



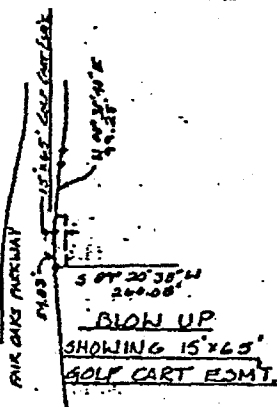
TRACT I



SCALE: 1" = 200'



CURVE DATA				
NO.	RAD.	DELTA	TAN	LEN
61	447.26	07° 01' 26"	27.45	54.83
62	548.63	11° 00' 49"	52.89	105.46



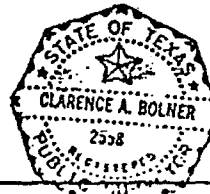
RECORDERS MEMORANDUM:  
 ALL OR PARTS OF THE TEXT ON THIS PAGE  
 MAY BE ILLEGIBLY LEGIBLE FOR SATISFACTORY  
 RECORDED

TIC TO THE NORTHEAST INTERSECTION OF  
 FAIR OAKS PARKWAY & DIETZ-ELKHORN ROAD.

4.284 Acres out of the Maria De La Luz Guerra  
 Survey No. 172 and out a 4883.370 acres recorded  
 in Volume 2883, Page 27-32 and out a 65.18 acre  
 tract recorded in Volume 2883, Page 31-32  
 Bexar County, Texas

STATE OF TEXAS }  
 COUNTY OF BEXAR }

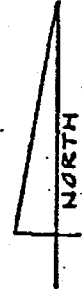
I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT  
 ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
 MY SUPERVISION AND THAT THERE ARE NO VIOLATIONS OR  
 ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT  
 ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS  
 SHOWN ABOVE.



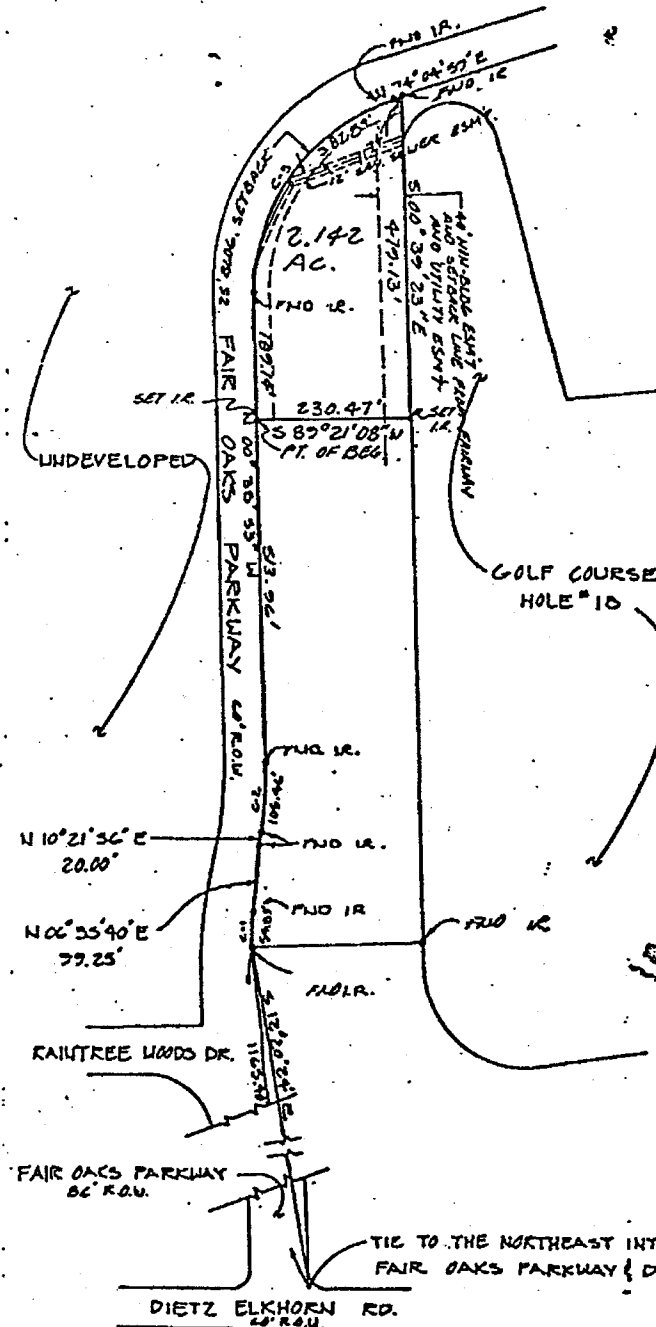
This 26th day of May 19 83 A. D.  
 Clarence A. Bolner B.P.S. 12558  
 Field Book Page Job No

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TRACT II



SCALE: 1" = 200'

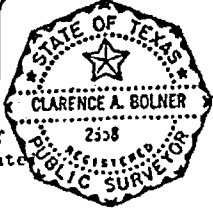


CURVE DATA				
NO.	RAD.	DELTA	TAN	LEN
C-1	447.26	01°01'26"	27.45'	54.83'
C-2	548.63	11°00'49"	52.89'	105.46'
C-3	271.40	74°43'51"	227.07'	367.87'

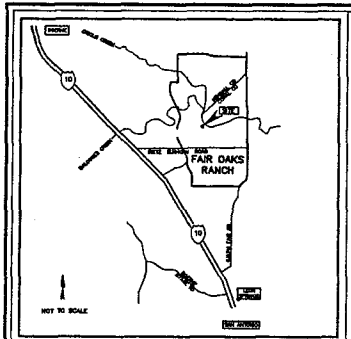
RECORDERS MEMORANDUM  
 ALL OR PARTS OF THE TEXT ON THIS PAGE  
 IS NOT CLEARLY LEGIBLE FOR DATA ENTRY  
 RECORDED

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2.142 Acres out of the Maria De la Luz Guerra Survey No. 172, and out of a 4883.370 acre tract located in Bexar County, Texas Volume 2883 Page 27-32 Reference:



STATE OF TEXAS }  
 COUNTY OF BEXAR }  
 I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.  
 This 3rd day of May, 1983 A. D.  
 C.A. Bolner R.P.S. 2558  
 Field Book \_\_\_\_\_ Page \_\_\_\_\_ Job No \_\_\_\_\_

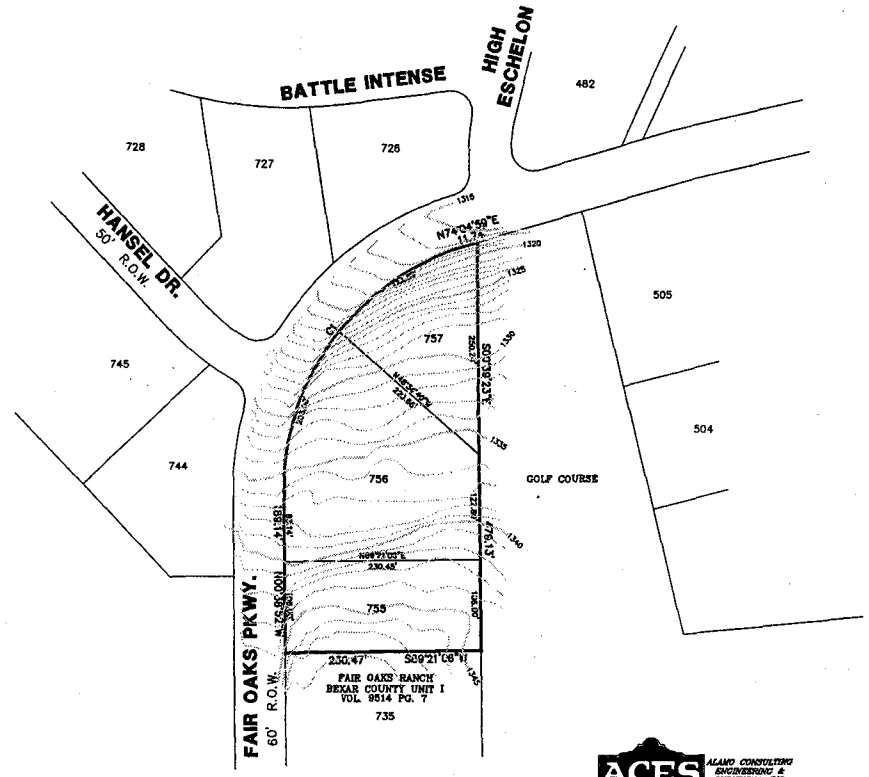


LOCATION MAP



# SUBDIVISION PLAT ESTABLISHING FAIR OAKS CONDOMINIUMS AT FAIR OAKS RANCH

BEING: 2.14 ACRES OF LAND OUT OF THE MARIA M. HERNANDEZ SURVEY NO. 420, COUNTY BLOCK 4709, BEXAR COUNTY, TEXAS.



- NOTES
- 1/2" IRON ROBS WITH "ACES" CAPS SET AT ALL LOT CORNERS UNLESS NOTED OTHERWISE.
  - PREPARED APRIL 7, 2004 - JOB NO. 050194-00-00
  - THE BEARING SYSTEM IS BASED ON WINDERMERE SUBDIVISION UNIT 1
  - THE CONTOURS SHOWN ON THIS PLAT ARE FROM AERIAL TOPOGRAPHY. ALAMO CONSULTING ENGINEERING & SURVEYING, INC. DOES NOT CERTIFY TO THE ACCURACY OF THE ABOVE MENTIONED AERIAL TOPOGRAPHY.

STATE OF TEXAS  
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE.

REGISTERED PROFESSIONAL ENGINEER

SIGNED TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2004.

NOTARY PUBLIC  
STATE OF TEXAS

THIS PLAT ESTABLISHING FAIR OAKS CONDOMINIUMS AT FAIR OAKS RANCH, BEXAR COUNTY HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF FAIR OAKS RANCH, TEXAS AND IS HEREBY APPROVED BY SUCH COUNCIL, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_.

BY \_\_\_\_\_ MAYOR

BY \_\_\_\_\_ SECRETARY

STATE OF TEXAS  
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REGISTERED PROFESSIONAL LAND SURVEYOR 5160  
PAUL A. SCHROEDER  
140 HEMER RD., SUITE 617  
SAN ANTONIO, TEXAS 78222  
628-0991

STATE OF TEXAS  
COUNTY OF BEXAR

I, \_\_\_\_\_ COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2004.

STATE OF TEXAS  
COUNTY OF BEXAR

I, \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2004.

NOTARY PUBLIC  
STATE OF TEXAS

BY \_\_\_\_\_ DEPUTY



THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS—BUT FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "GAS EASEMENT," "SERVICE EASEMENT," "OVERHEAD EASEMENT," "UTILITY EASEMENT," "ANCHOR EASEMENT," AND "TRANSFER EASEMENT" FOR THE PURPOSES OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REPAIRING, INSPECTING, PATROLLING AND OPERATING POLES, HANGING OR BUNTING WIRING, CABLES, CONDUITS, PIPING OR TRANSFORMERS, CONDUIT WITH ITS NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS OVER GRANTEE'S ADJACENT LAND, THE RIGHT TO REMOVE AND REINSTALL WITHIN SAID EASEMENT AND RIGHTS—BUT FOR AREAS OTHER STRUCTURES WHEN ENHANCED OR BUILT THEREON WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THEREON. IT IS AGREED AND UNDERSTOOD THAT NO BARRIERS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.

ANY OPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF OPS EQUIPMENT LOCATED WITHIN SAID EASEMENT DUE TO CHANGES OR BONDING ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.

CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.

ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROVIDED OR EXISTING WITHIN THOSE (5) FOOT WIDE EASEMENTS.

THIS PLAT DOES NOT AVOID, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:

EASEMENT NOTES

ALL PROPERTIES DESIGNATED AS EASEMENTS SHALL OR MAY BE UTILIZED FOR THE FOLLOWING PURPOSES:

**DRAINAGE EASEMENT:** DRAINAGE, WATER OVERFLOW AND SANITARY CONTROL, INCLUDING WITHOUT LIMITATION, WALLS, BENCH, EMBANKMENTS, SPILLWAYS, APPURTENANCES, AND OTHER UNDESIGNED DEVICES (THE "DRAINAGE SYSTEM").

TOGETHER WITH RIGHT OF ACCESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REPAIRING AND REMOVING THE DRAINAGE SYSTEM; THE RIGHT TO CHANGE THE SIZE, LOCATION, THE RIGHT TO RELOCATE THE SHADE OR OTHER DEVICES OF THE DRAINAGE SYSTEM; THE RIGHT TO ADD OR REMOVE A STREAM COURSE, KENNEL, OR ANY OTHER SUCH STREAM COURSE, ESTABLISH OR CHANGE STREAM EMBANKMENTS WITHIN THE EASEMENT; INSTALL STORM SEWER SYSTEMS, COLLECTOR, WATER GAUGES, AND PREVENTIVE WALLS; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PLANTS THEREON, OR OTHER OBSTRUCTIONS, WHICH REASONABLY INTERFERE OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OF THE DRAINAGE SYSTEM AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONNECTIONS OF REPAIRING THE DRAINAGE SYSTEM.

WITH RESPECT TO THE DRAINAGE SYSTEM, IT IS EXPRESSLY AGREED AND UNDERSTOOD BY ALL PARTIES HERETO, THAT THE INTENTION IS TO IMPROVE CONDITIONS OF MAINTENANCE AND NOT OBTAINING OR BARRING THAT SUCH CONTROL WORK WILL BE EFFECTIVE, UNLESS DOES THE CITY ABANDON ANY ADDITIONAL LIGHTS, BARRIERS FOR THE EFFECTS OF FLOODS, EXCEPT AS OTHERWISE PROVIDED OR TO THE PROPERTY OF ANY OTHER PROPERTY OR PERSONS THAT MIGHT BE AFFECTED BY SAID STREAM, BEACH, OR GULLY IN ITS NATURAL STATE OR AS CHANGED BY THE CITY.

**UTILITY EASEMENT:** UTILITIES, INCLUDING WITHOUT LIMITATION, WIRE, WATER, GAS, ELECTRICITY, TELEPHONE, AND CABLE TELEVISION, WITH ALL NECESSARY AND/OR DESIRABLE UNDER, LATERALS AND/OR APPURTENANCES THEREON (THE "UTILITIES").

TOGETHER WITH THE RIGHT OF ACCESS AND EGRESS OVER THE ADJACENT LAND TO OR FROM THE EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REPAIRING AND REMOVING THE UTILITIES; THE RIGHT TO PLACE NEW OR RECONSTRUCTED UTILITIES WITHIN THE EASEMENT AND TO CHANGE THE SIZE, LOCATION TO RELOCATE ALONG THE SAME GENERAL DIRECTION OF THE UTILITIES; THE RIGHT TO REMOVE FROM THE EASEMENT ALL TREES AND PLANTS THEREON, OR OTHER OBSTRUCTIONS, WHICH REASONABLY INTERFERE OR MAY REASONABLY INTERFERE WITH THE EFFICIENCY OF OPERATION OF THE UTILITIES; AND THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONNECTIONS OF REPAIRING THE UTILITIES.

1. THE PROPERTY OWNER RETAINS THE RIGHT TO USE ALL OR ANY PART OF THE EASEMENT FOR ANY PURPOSE WHICH DOES NOT DAMAGE, DESTROY, WEAR, AND/OR UNREASONABLY INTERFERE WITH THE USE OF THE EASEMENT. HOWEVER, THE EASEMENT SHALL BE KEPT CLEAR OF ALL STRUCTURES OR OTHER IMPROVEMENTS.
2. THE UTILITY SHALL MAKE REASONABLY EFFORTS TO ENSURE THAT DAMAGE TO THE PROPERTY IS MINIMIZED AND THE UTILITY WILL AT ALL TIMES AFTER WORK AND WORK IN CONNECTION WITH THE SYSTEM, RESTORE THE PROPERTY TO THE CONDITION IN WHICH THE PROPERTY WAS BEFORE SAID WORK WAS UNDERTAKEN TO THE EXTENT THAT SUCH RESTORATION IS REASONABLE IN ACCORDANCE WITH THE UTILITY'S USUAL AND CUSTOMARY PRACTICES.

**LANDSCAPE EASEMENT:**

1. THE PURPOSE OF THIS EASEMENT IS CONSTRUCTION, OPERATION, AND MAINTENANCE OF A LANDSCAPE EASEMENT 4' WIDE IN, UPON AND ACROSS THE PROPERTY LINE OF LOTS BORDERING BATTLE INTENSE ROAD, LOCATED IN COMAL COUNTY, TEXAS.
2. NO IMPROVEMENTS SHALL BE CONSTRUCTED IN THE EASEMENT PROPERTY, EXCEPT AS ALLOWED BY THE GRABBER. THE GRABBER SHALL HAVE THE RIGHT TO REMOVE AND/OR RELOCATE ANY FENCES AND OBSTRUCTIONS LOCATED WITHIN THE EASEMENT PROPERTY OR ALONG THE BOUNDARY LINES THEREOF AS MAY BE REASONABLY NECESSARY IN ORDER TO CARRY OUT THE PURPOSES OF THE EASEMENT.