

W218974

AMENDED AND RESTATED JOINT ACCESS EASEMENT,
USAGE AND MAINTENANCE AGREEMENT

11/13/02 300887498 W218974

\$19.00

This Amended and Restated Joint Access Easement, Usage and Maintenance Agreement (this "Agreement") is made and entered into effective as of the 5th day of November, 2002, by and between the Golf Green Condominium Homeowners Association, Inc., a Texas non-profit corporation ("Condos"), and Golf Green Garden Homeowners Association, Inc., a Texas non-profit corporation ("Garden Homes").

RECITALS

WHEREAS, Condos and Garden Homes entered into and executed that certain "Joint Access Easement, Usage and Maintenance Agreement" dated December 1, 1997 recorded under County Clerk's File No. T058427 of the Real Property Records of Harris County, Texas (the "Original Agreement");

WHEREAS, Condos and Garden Homes wish to amend and restate the Original Agreement in its entirety;

WHEREAS, Garden Homes is the owner of that certain tract of land situated in Harris County, Texas described as follows:

That certain 28 foot wide permanent access easement (the "Easement") as located in Golf Green Garden Homes, Sections One, Two and Three, a subdivision out of the C. Ennis Survey, Abstract No. 252 and the J.B. Pier Survey, Abstract No. 1103, Harris County, Texas, according to the maps thereof, recorded in Film Code Nos. 394020, 396080, and 396083, respectively, of the Map Records of Harris County, Texas (the "Access Parcel");

WHEREAS, pursuant to that certain "Condominium Declaration for Golf Green Condominium Phase I" (the "Declaration") recorded in Vol. 148, Page 30, et. seq., of the Condominium Records of Harris County, Texas, Condos is responsible for the administration of the condominium regime known as Golf Green Condominiums on behalf of the owners within such regime located on that certain tract of land situated in Harris County, Texas as follows:

All that certain 3.4494 acre (150,256 square feet) tract of land out of a 5.7454 acre tract platted as Golf Green Condominiums, Phase I, recorded in Volume 318, Page 11 of the Harris County Map Records; said 3.4494 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Condominium Property");

WHEREAS, Condos has requested from Garden Homes a non-exclusive easement for pedestrian and vehicular ingress and egress over and across the Access Parcel;

D
19 Amend

1958-88-551

WHEREAS, Garden Homes has requested from Condos a non-exclusive easement for pedestrian and vehicular ingress and egress over and across the Condominium Property to the swimming pool located on the Condominium Property and use of the swimming pool by the owners/members of Garden Homes;

WHEREAS, Condos and Garden Homes have agreed (i) to establish a plan of non-exclusive use of the Access Parcel; and (ii) to establish a plan of non-exclusive use of the Condominium Property to access the swimming pool and allow for the use of the swimming pool by the owners/members of Garden Homes.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, (i) Garden Homes does hereby grant, sell and convey to Condos a non-exclusive, perpetual easement in over and across the Access Parcel, subject to the following terms and conditions to which the parties do hereby agree; and (ii) Condos does hereby grant, sell and convey to Garden Homes a non-exclusive, perpetual easement in over and across the Condominium Property for the purpose of providing access to the swimming pool, subject to the following terms and conditions to which the parties do hereby agree:

1. **EASEMENT OVER ACCESS PARCEL.** Garden Homes hereby grants, sells and conveys unto Condos, its successors and assigns, a non-exclusive easement over, across and upon the Access Parcel for the purpose of reasonable vehicular and pedestrian ingress, egress, regress and reasonable access to and from the main entrance of the access gate through the property of Garden Homes to public streets. Other than traffic associated with Garden Homes' use of the Access Parcel, only passenger vehicles, light trucks and pedestrian traffic associated with the use of the Condominium Property by the owners/members of Condos may use the Access Parcel. Condos shall not be allowed to use the Access Parcel for heavy truck traffic except as may be necessary for delivering items to the owners/members of the Condominium Property.

2. **MAINTENANCE OF ACCESS PARCEL.** Garden Homes, its successors or assigns, shall have the absolute right and obligation to operate, maintain, repair, regulate, administer, improve and manage the Access Parcel and shall cause the same to be maintained in a safe, sightly, and functional condition. Nothing herein contained shall be construed as granting the Condos any rights or obligations with respect to the operation, maintenance, repair, regulation, administration, improvement and management of the Access Parcel.

3. **REIMBURSEMENT BY CONDOS, ITS SUCCESSORS AND ASSIGNS.** Condos agrees to reimburse Garden Homes for fifty percent (50%) of the following expenses incurred subsequent to the date hereof:

A. Reasonable direct costs incurred by Garden Homes, from time to time, in the performance of maintenance of the Access Parcel;

B. Reasonable management or administrative fees or costs incurred by Garden Homes related to the maintenance and administration of the Access Parcel;

C. Reasonable costs incurred by Garden Homes, from time to time, in maintaining the access gate located at the entrance of the Access Parcel;

D. Ad valorem or other governmental fees related to or pertaining to the Access Parcel;

E. Insurance premiums paid by Garden Homes for insurance coverage related to the Access Parcel; and

F. Other fees and expenses related to or attributable to the Access Parcel.

4. **EASEMENT OVER CONDOMINIUM PROPERTY.** Condos hereby grants, sells and conveys unto Garden Homes, its successors and assigns, a non-exclusive easement over, across and upon the Condominium Property for the purpose of reasonable vehicular and pedestrian ingress, egress, regress and reasonable access to and from the swimming pool located on the Condominium Property and for the use of the swimming pool by the owners/members of Garden Homes and their guests and invitees. Provided, however, that this easement shall be subject to any and all existing rules and regulations regarding the swimming pool and the common area of the Condominium Property, and that Condos shall have the right to adopt and amend additional rules and regulations concerning the use of the swimming pool and the common area of the Condominium Property.

5. **MAINTENANCE OF THE SWIMMING POOL LOCATED ON THE CONDOMINIUM PROPERTY.** Condos, its successors or assigns, shall have the absolute right and obligation to operate, maintain, repair, regulate, administer, improve and manage the swimming pool located on the Condominium Property and shall cause the same to be maintained in a safe, sightly, and functional condition. Nothing herein contained shall be construed as granting the Garden Homes any rights or obligations with respect to the operation, maintenance, repair, regulation, administration, improvement and management of the swimming pool located on the Condominium Property.

6. **REIMBURSEMENT BY GARDEN HOMES, ITS SUCCESSORS AND ASSIGNS.** Garden Homes agrees to reimburse Condos for fifty percent (50%) of the following expenses incurred subsequent to the date hereof:

A. Reasonable direct costs incurred by Condos, from time to time, in the performance of maintenance of and improvements to the swimming pool located on the Condominium Property;

B. Reasonable management or administrative fees or costs incurred by Condos related to the maintenance and administration of the swimming pool located on the Condominium Property;

C. Ad valorem or other governmental fees related to or pertaining to the swimming pool located on the Condominium Property or the personal property located at such swimming pool;

D. That portion of the insurance premiums paid by Condos for insurance coverage related to the swimming pool located on the Condominium Property; and

E. Other fees and expenses related to or attributable to the swimming pool located on the Condominium Property.

8. **SECURITY PATROL SERVICES.** Condos and Garden Homes have agreed to and have in fact entered into and executed a contract with a security patrol service. Condos and Garden Homes agree to each pay fifty percent (50%) of the costs and expenses associated with the current contract for security patrol services, or any future contract for security patrol services entered into and approved by both Condos and Garden Homes, incurred subsequent to the date hereof including but not limited to:

A. Reasonable direct costs incurred to employ a security patrol service;

B. Reasonable management or administrative fees or costs incurred by the employment of a security patrol service;

C. Ad valorem or other governmental fees related to or pertaining to the employment of a security patrol service;

D. Insurance premiums related to the employment of a security patrol service; and

E. Other fees and expenses related to or attributable to the employment of a security patrol service.

9. **LIGHTING.** Condos and Garden Homes agree to each pay fifty percent (50%) of all of the costs and expenses associated with the installation and maintenance of approximately six (6) lights to be installed on the carports located in the Condominium Property (the "Lights"), including but not limited to the following expenses incurred subsequent to the date hereof:

A. Reasonable direct costs incurred in the installation of the Lights;

B. Reasonable direct costs incurred, from time to time, in the performance of maintenance, repair and replacement of the Lights;

B. Reasonable management or administrative fees or costs incurred related to the maintenance, repair and replacement of the Lights; and

C. Other fees and expenses related to or attributable to the Lights.

5968-88-655

10. **COURT AND ATTORNEYS' FEES.** In the event of any controversy, claim or dispute relating to this instrument or the breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses including all court costs and attorneys' fees.

11. **INDEMNIFICATION.** Condos shall indemnify and hold harmless Garden Homes from any claims which may arise out of or relate to Condos' use of the Access Parcel. Garden Homes shall indemnify and hold harmless Condos from any claims which may arise out of or relate to Garden Homes' use of the Condominium Property and the swimming pool located on the Condominium Property.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect and no modification hereof shall be binding unless in writing signed by the parties hereto.

13. **BINDING EFFECTING.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Executed the date and year first above written.

GOLF GREEN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

(2)
5/27/02
JEL

By: 

Name: Rocky Lai

Title: President

GOLF GREEN GARDEN HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation

1/12

By: 

Name: Kevin Chu

Title: President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, personally appeared Rocky Lai, in his capacity as President of Golf Green Condominium Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 5th day of November, 2002.

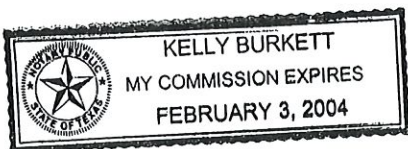


Kelly Burkett
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, personally appeared Kevin Chu, in his capacity as President of Golf Green Garden Homeowners Association, Inc., a Texas non-profit corporation, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this the 5th day of November, 2002.



Kelly Burkett
Notary Public in and for the State of Texas

FILE FOR RECORD
8:00 AM

NOV 13 2002

Dorely L. Kaufman
County Clerk, Harris County, Texas

✓ RECORD AND RETURN TO
Frank, Elmore, Lievens,
Chesney & Turet, L.L.P.
Attn: Kristi Slaughter
808 Travis, Suite 2600
Houston, Texas 77002-5778

9968-88-655

2968-88-655

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 on

NOV 13 2002



Dorely B. Kaye

COUNTY CLERK
HARRIS COUNTY, TEXAS