

8. v. 2

DEED RECORD

AFFIRMATION AND GRANT OF EASEMENTS

STATE OF TEXAS X
 X
COUNTY OF DALLAS X

KNOW ALL MEN BY THESE PRESENTS:

THIS AFFIRMATION and GRANT of EASEMENTS, entered into by each of the undersigned owners (herein collectively "Owners" and individually "Owner") of common areas and residential lots situated in Block B/8195 of the Replat of PRESTONWOOD NO. 1 (the "Subdivision"), an addition to the City of Dallas, Texas, according to the Map thereof (the "Map") recorded in Volume 68042 at Page 1600 of the Map Records of Dallas County, Texas, on the respective dates as set forth on the signature page(s) hereof;

W I T N E S S E T H:

A. The undersigned HOLIDAY PARK HOME OWNERS ASSOCIATION, a Texas non-profit corporation (the "Association"), is the owner of certain common private areas (the "Common Areas") situated in the Subdivision, and the undersigned individuals are the owners of the residential lots (the "Lots") in the Subdivision described by the lot number opposite their respective names on the signature page(s) hereof.

B. In connection with the preparation of the Map and the subdivision and sale of the Lots in the Subdivision, it was intended that an easement ("Easement") be granted over and upon each of certain parcels situated within the Common Areas and certain of the Lots (such parcels being herein each individually called an "Easement Parcel" and collectively the "Easement Parcels") for recreational purposes as hereafter provided for the benefit of the respective Lot contiguous to each such Easement Parcel (the "Contiguous Lot"), as shown on the plat attached hereto as Exhibit "A" and made a part hereof for all purposes. For the purposes hereof, each Easement Parcel shall be referred to by the number of the Lot to which it is contiguous, as shown on Exhibit "A", attached hereto. The Easement Parcels situated within the Common Areas are more particularly described on Exhibit "B", attached hereto.

C. As a result of oversight and error, the Easements were unintentionally omitted from the Map and the deeds conveying the Lots upon which each Easement Parcel is situated. Each Easement has nevertheless been recognized by the Owners and each Easement Parcel has been used and occupied by the Owner of each Contiguous Lot to which it is contiguous since the date such Contiguous Lot was first conveyed by the developer of the Subdivision.

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Terrace Lawn Circle

9/10/73

D. It is now the desire of the Association and each of the undersigned Owners to ratify and affirm the creation, and to evidence by written instrument the grant, of the Easements upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Owner of each Contiguous Lot to the Owner of the Common Areas or Lot, as the case may be, within which the Easement Parcel contiguous to such Contiguous Lot is situated, each of the undersigned do hereby covenant and agree as follows:

1. The Association hereby RATIFIES and AFFIRMS the grant and conveyance, and hereby GRANTS and CONVEYS, unto the Owners of Lots 1, 8 and 17, respectively, and their respective heirs, successors and assigns, forever, an Easement over and upon Easement Parcels 1, 8 and 17, respectively; and the Owners of Lots 8 and 9, respectively, hereby RATIFY and AFFIRM the grant and conveyance, and hereby GRANT and CONVEY, unto the Owners of Lots 9 and 10, respectively, and their respective heirs, successors and assigns, forever, an Easement over and upon Easement Parcels 9 and 10, respectively. The owner of each Easement shall have and enjoy the free, exclusive and uninterrupted right and privilege to use and occupy the Easement Parcel over and upon which such Easement was granted for recreational purposes, including without limitation the right and privilege to (i) enclose the Easement Parcel with a fence, and (ii) maintain and improve the Easement Parcel with landscaping and recreational facilities, subject to the provisions hereof and to any required approval of the Architectural Control Committee of the Association (with respect to improvements).

2. The Owner of each Contiguous Lot shall maintain and landscape the Easement Parcel contiguous thereto at his sole cost and expense; provided, that the Association reserves and retains for itself and its successors and assigns full rights of ingress and egress at all times over and upon each Easement Parcel situated within the Common Areas for the maintenance of such Easement Parcel in the event that the owner of the Easement granted with respect thereto shall at any time fail to maintain the same.

3. The Owner of each Lot within which an Easement Parcel is situated hereby reserves for himself, his heirs, successors and assigns, a right of ingress and egress at all times over and upon such Easement Parcel for the purpose of maintaining and repairing his Lot

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and the improvements situated thereon; provided, that any such entry shall be made with as minimum inconvenience to the Owner of the Contiguous Lot as practical.

4. It is understood and agreed that the Owner of each Lot which is contiguous to an Easement Parcel situated within the Common Areas, and who is hereby affirming and granting an Easement over the Easement Parcel situated within such Lot, is affirming and granting such Easement in consideration for the Easement in the Common Areas which is hereby affirmed and granted to him by the Association.

5. The owner of each Easement, by his acceptance and use thereof, agrees to indemnify and hold harmless the Owner of the respective Easement Parcel upon which such Easement is situated from and against any liability or loss which the Owner of such Easement Parcel may suffer or incur as a result of injury suffered by any person upon the Easement Parcel, provided that such injury does not result from any negligent or other act of such Owner. The covenants herein contained are hereby declared to be covenants running with the land, and shall be binding upon the from time to time owner of each Easement and shall inure to the benefit of the from time to time Owner of each Easement Parcel.

6. This instrument shall not be effective until it shall have been approved by the vote of members of the Association entitled to cast a majority of the votes represented at a special or regular meeting of such members in accordance with the By-Laws of the Association. A certificate executed by the Secretary of the Association certifying that the members of the Association have approved this instrument, as aforesaid, which is attached to this instrument prior to its recordation shall for the purposes hereof be conclusive that such approval of the members of the Association was duly obtained.

7. The signatures of all of the owners of the Lots shown on the plat attached hereto as Exhibit "A" shall not be necessary for the effectiveness or the validity of this Instrument with respect to the Lots owned by the Owners whose signatures are affixed to the signature page(s) hereof, and this Agreement shall be binding upon each of the said Owners who have affixed their signatures below, and their respective heirs, successors and assigns.

8. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

TO HAVE AND TO HOLD the easements, rights and privileges herein granted unto the owners of each Contiguous Lot benefitted hereby and their respective heirs, successors and assigns, forever.

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EXECUTED by each Owner on the day and year set forth opposite his/her respective signature below.

Lot No. (s) [Block
B/8195 of Replat
of Prestonwood
No. 1]

Date
of Execution

Owner

The Common Areas

4/26/73

HOLIDAY PARK HOME OWNERS
ASSOCIATION, a Texas non-
profit corporation

By: Michael J. Ross
President

ATTEST

Richard A. ...
Secretary

8

10/16/73

W. B. ...
Husband

Mary M. ...
Wife

9

10/17/73

R. O'Malley
Husband

Linda B. O'Malley
Wife

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THE STATE OF TEXAS |
 |
COUNTY OF DALLAS |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MICHAEL J. ROSE, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said HOLIDAY PARK HOME OWNERS ASSOCIATION, a corporation, and that he executed the same as the act of such corporation 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 March, 1974.



Mary Jo Bachman

Notary Public in and for Dallas
County, Texas

My Commission Expires:
June 1, 1975

MARY JO BACHMAN

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EXHIBIT B

EASEMENT DESCRIPTION
LOT 1; BLOCK B/8195

BEING part of Prestonwood #1 Addition, a subdivision in the City of Dallas, Texas, according to the map thereof recorded in Vol. 68042, Page 1600 of the Deed Records of Dallas County, Texas, and being part of Block B/8195 in the City of Dallas, Texas, and being more particularly described by metes and bounds, as follows:

BEGINNING at the Northeast corner of said Lot 1;
THENCE West along the North line of said Lot 1, a distance of 51 feet to a point for corner;
THENCE North 8.5 feet to a point for corner;
THENCE East, parallel to and at all times 8.5 feet North of the North line of said Lot 1, a distance of 51 feet to a point for corner;
THENCE South 8.5 feet to the PLACE OF BEGINNING and containing 433.5 square feet of land.

EASEMENT DESCRIPTION
LOT 8; BLOCK B/8195

BEING part of Prestonwood #1 Addition, a subdivision in the City of Dallas, Texas, according to the map thereof recorded in Vol. 68042, Page 1600 of the Deed Records of Dallas County, Texas, and being part of Block B/8195 in the City of Dallas, Texas, and being more particularly described by metes and bounds, as follows:

BEGINNING at the Northeast corner of said Lot 8;
THENCE East 8.5 feet to a point for corner;
THENCE South, parallel to and at all times 8.5 feet East of the East line of said Lot 8, a distance of 51 feet to a point for corner;
THENCE West 8.5 feet to a point for corner in the East line of said Lot 8;
THENCE North along the East line of said Lot 8, 51 feet to the PLACE OF BEGINNING and containing 433.5 square feet of land.

**EASEMENT DESCRIPTION
LOT 17; BLOCK B/8195**

BEING part of Prestonwood #1 Addition, a subdivision in the City of Dallas, Texas, according to the map thereof recorded in Vol. 68042, Page 1600 of the Deed Records of Dallas County, Texas, and being part of Block B/8195 in the City of Dallas, Texas, and being more particularly described by metes and bounds, as follows:

BEGINNING at the Northwest corner of said Lot 17;
THENCE North 8.5 feet to a point for corner;
THENCE East, parallel to and at all times 8.5 feet North of the North line of said Lot 17, a distance of 71.3 feet to a point for corner;
THENCE South 8.5 feet to a point for corner in the North line of said Lot 17;
THENCE West along the North line of said Lot 17, 71.3 feet to the PLACE OF BEGINNING and containing 606.1 square feet of land.

MAR-8-74 39326 VO-1S

Return to:
WILLIAM A. THAU
JENKENS, SPRADLEY & GILCHRIST
2200 First National Bank Bldg.
DALLAS, TEXAS 75202

1974 MAR 8 AM 7 59

FILED
J. E. Kelly
COUNTY CLERK
DALLAS COUNTY

STATE OF TEXAS COUNTY OF DALLAS
I hereby certify that this instrument was filed on the
date and hour stamped hereon by me and was duly re-
corded in the volume and page of the general records
of Dallas County, Texas as stated herein by me.

MAR 8 1974



Tom E. Kelly

COUNTY CLERK, Dallas County, Texas

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