

NO24171

PARTY WALL DECLARATION

200-79-1315

STATE OF T E X A S                   §  
  §  
COUNTY OF HARRIS                   §

THIS AGREEMENT is made between the Owners of the following described property:

Lot Twenty Two (22), Block Two (2) of GREENBRIAR ADDITION, an addition in Harris County Texas, according to the map or plat thereof recorded in Volume 998, Page 411 of the Deed Records of Harris County, Texas; and

WHEREAS, said property is improved with a brick and frame residence structure, containing three townhome units; and

WHEREAS, the above described Tract containing the above referenced townhome structures, is configured such that the common walls (hereinafter the "Party Walls") between the three living units of said townhome structure are located on the common boundary between each unit, such that said common wall and the boundaries are and shall hereafter be owned jointly by each homeowner; and

WHEREAS, the parties desire to establish and set forth certain agreements concerning the Party Wall which shall be and are hereby declared to be covenants running with the land and which shall be enforceable by and against and shall constitute an Agreement between the parties and all successor owners of above described Tract;

Now therefore know all men by these presents that the undersigned hereby agree as follows with respect to the above referenced Party Wall located on the above described properties to-wit:

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1. The common wall located on the property line between the above described units and which constitute the common wall for the residence structures located on the subject property shall constitute a Party Wall as such term is defined at common law. Each of the respective owners shall have the right to jointly use the Party Wall in common with each other subject to the provisions of this Agreement.

2. Neither of the owners shall commit or take any action or allow the taking of any action which would damage or destroy or in any manner impair the structural integrity of any Party Wall: Nothing contained herein shall prohibit painting, redecorating, or other reasonable improvements by any of the owners undertaken in the ordinary course of utilizing a Party Walls for the purposes for which it is intended.

3. Should a Party Wall or any part thereof be damaged or destroyed by the default, negligence, or other acts or omissions of one of the owners, their guests, invitees, family members, or other parties connected with them, such party shall;

(1) rebuild or repair the Party Wall at his sole and exclusive expense; and

(2) reimburse and indemnify the other party for any damages to the Party Wall of the other party resulting from such default, negligence, or other acts or omissions.

4. Should a Party Wall or any part thereof be damaged or destroyed by any cause other than the default, negligence, or other act or omission of either of the owners of the Property, their guest, invitees, family members, or other parties connected with them, the Party Wall or portion thereof as shall be damaged or destroyed, shall be repaired or rebuilt at the joint expense of the respective owners of the particular Party Wall involved. Any repair or rebuilding of a Party Wall shall be on the same location and shall be of the same size, composition or materials, and quality as was used in the construction of the original Party Wall or portion

thereof. Any insurance proceeds received by any of the parties with respect to any such damage or destruction of the Party Wall or any part thereof shall totally be applied to the payment of such repair expenses.

5. No party shall have the right to remove any portion of a Party Wall or make any significant modification thereof which would affect the structural integrity or use or operation of the Party Wall without the prior written consent of the other party, or parties.

6. The agreements, set forth herein are and shall be binding upon and applicable to the Property above described, and the same shall constitute covenants running with the land; all of which shall be binding upon all successor owners of said properties. By virtue of the acceptance of a deed to any part of the above property, all subsequent owners of either of said properties shall be deemed to be on constructive notice of the terms of this instrument and shall be conclusively deemed to have accepted and agreed to the terms hereof. This instrument shall be enforceable and effective with respect to the hereinabove described properties for so long as the structure located on the property shall be in existence on the property. In the event of the total damage, destruction, or removal of all of said structures, this Agreement shall terminate; provided however, this provision shall not have the effect of terminating or modifying this Agreement as a result of a partial damage or destruction of a portion of the subject properties or any part of Party Wall covered in this Agreement.

7. Notwithstanding any of the terms of this Agreement or the exact location or construction of a Party Wall with relation to the property line between the respective properties, the respective owners of shall retain full ownership of their respective tracts without any loss of any portion thereof due to adverse possession or otherwise resulting from any encroachment by the Party Wall or any other improvements belonging to any other party hereto. In the event that a Party Wall or any improvements connected therewith are situated off of or askew of the property line such that they overlap from one tract to the other or otherwise are situated other than exactly on the dividing line between the respective properties, the same shall not constitute adverse possession by the encroaching party or parties against the other party and the dividing line between the respective properties shall nevertheless remain the same. In such event, the party or parties against whom such encroachments exist hereby consent to such encroachments, and the Party Wall shall nevertheless be allowed to remain as they are actually constructed. Reciprocal easements shall be deemed to exist upon and in favor of each of the respective owners of the subject properties as the cause may be with respect to any such overlap or encroachment.

8. Each of the respective owners of the subject properties are hereby given and granted a joint and reciprocal mutual easement upon and in favor of each of them upon the property of the adjoining property whose boundary and party wall is in common with them, respectively, for the purposes of maintenance, repair and reconstruction of the particular Party Wall as herein provided.

200-79-1317

Executed effective as of the 14, day of February, 1991.

[Signature]  
Printed Name: [Signature]

[Signature]  
Printed Name: Kathryn L. Hale

[Signature]  
Printed Name: TIMOTHY G. COCKSHUTT

[Signature]  
Printed Name: JAMES D. WISE, JR

[Signature]  
Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF HARRIS

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This instrument was acknowledged before me on the 14 day of February, 1991, by Ira POLIK

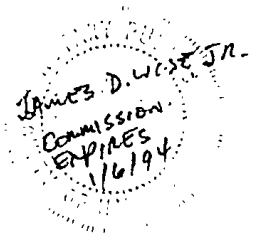
[Signature]  
IRA POLIK  
Notary Public, State of New York  
No. 31-4775014  
Qualified in New York County  
Commission Expires ~~March 30, 1991~~  
December 31, 1992  
Notary Public, ~~State of Texas~~  
New York D.P.

THE STATE OF TEXAS  
COUNTY OF HARRIS

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This instrument was acknowledged before me on the 18<sup>th</sup> day of February, 1991, by Kathryn L. Hale

[Signature]  
Notary public, State of Texas



THE STATE OF TEXAS  
COUNTY OF HARRIS

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200-79-1318

This instrument was acknowledged before me on the 18<sup>th</sup> day of February, 1991, by TIMOTHY G. COCKSHUTT.

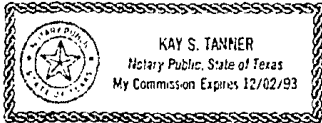
*James D. Wise, Jr.  
Commission Expires  
6/6/94*

*[Signature]*  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF HARRIS

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This instrument was acknowledged before me on the 19<sup>th</sup> day of February, 1991, by James D. Wise, Jr.



*Kay S. Tanner*  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF HARRIS

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This instrument was acknowledged before me on the \_\_\_ day of February, 1991, by \_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF HARRIS

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This instrument was acknowledged before me on the \_\_\_ day of February, 1991, by \_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

FILED  
91 FEB 21 AM 11:11  
*[Signature]*

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, MENTAL 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 \_\_\_\_\_

FEB 21 1991

*Quinta Roddenberry*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

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RETURN TO:  
ENGELHARDT, HARBERG & HUWARD  
2100 SUNSHINE TOWER  
11 GREENWAY PLAZA  
HOUSTON, TX 77046

*Re: 2346 Bartlett*