



**City of San Antonio  
Development Services  
Subdivision Section**

**LEGAL INSTRUMENT:  
SUBDIVISION COMMON AREAS  
AND FACILITIES**

For: \_\_\_\_\_ Subdivision Plat # \_\_\_\_\_

**THE STATE OF TEXAS      §**

**COUNTY OF BEXAR        §**

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ who, being duly sworn by me, deposes and says:

(1) That my name is \_\_\_\_\_ and that I am  
\_\_\_\_\_ of \_\_\_\_\_ the  
entity that owns the real property described below, hereinafter referred to as the "Property".

(2) That \_\_\_\_\_ is the "Declarant" of the Property and declares that the Property shall be held, sold and conveyed subject to restrictions, covenants, and conditions which shall be deemed to be covenants with the land and imposed to benefit and burden each lot and other portion of the Property in order to maintain within the Property a planned community of high standards. Such covenants will be binding on all parties having heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner thereof.

(3) That the Declarant and every Owner of a lot by virtue of ownership of such lots shall be a member of the \_\_\_\_\_ Homeowners Association hereinafter referred to as the "Association".

(4) That the Association shall establish a maintenance fund and shall use the proceeds of such funds in providing for normal, recurring maintenance charges for the common areas/facilities for the use and benefit of all members of the Association. The Association shall, in addition, establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the common maintenance areas/facilities. The fund shall be established and maintained out of regular annual assessments.

(5) That Declarant hereby assigns its right of ingress and egress across and over the property to the City of San Antonio for purposes of conducting official City business; which may include removal of obstructions during emergency situations in which case the City shall not be held liable for it's repair or replacement.

For: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LANDOWNER - APPLICANT

**THE STATE OF TEXAS     §**  
**COUNTY OF BEXAR       §**

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me to be the person whose name is subscribed to the  
foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and  
consideration therein expressed.

**GIVEN** under my hand and seal of office this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: \_\_\_\_\_

Upon Recordation, Please Return to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_