

Declaration of Restrictive Covenants Basic Information

Date: September 15, 2021

Declarant: OWNER, LLC, a North Carolina limited liability company **Declarant's Address:**

OWNER, LLC 565 S. Mason Rd. Ste. 203 Katy, TX 77450

Property: See attached Exhibit A

Definitions

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means OWNER, LLC, a North Carolina limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Lot" means each tract of land sold within the boundaries of the Property.

"Owner" means every record Owner of a fee interest in a Lot.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Property is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Declarant, and their successors and assigns, and any owner of any parcel of the

above-described property, and his or her successors and assigns, may enforce, by any proceeding at law or in equity, all restrictions imposed by this instrument. Any one or more of such persons may sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants, besides ordinary legal actions for damages.

4. FAILURE TO ENFORCE ANY SUCH RESTRICTION OR COVENANT DURING ITS VIOLATION WILL IN NO EVENT BE DEEMED TO BE A WAIVER OF A RIGHT TO DO SO THEREAFTER. NEITHER THE SELLER NOR ANY SUBSEQUENT PURCHASER OR OWNER OF A PORTION OF THE PROPERTY OR PROPERTY ANNEXED SHALL HAVE ANY LIABILITY OF RESPONSIBILITY AT LAW OR IN EQUITY ON ACCOUNT OF THE ENFORCEMENT OF, OR ON ACCOUNT OF THE FAILURE TO ENFORCE, THE RESTRICTIONS. ENFORCEMENT IS A RIGHT BUT NOT AN OBLIGATION.

5. ANY ATTEMPT TO VIOLATE THIS DECLARATION OR ANY VIOLATION OF THIS DECLARATION MAY SUBJECT THE OWNER OR OCCUPANT TO PROSECUTION AT LAW, INCLUDING MONETARY DAMAGES, OR IN EQUITY, INCLUDING INJUNCTIVE RELIEF, BY DECLARANT AND ITS SUCCESSOR OR ASSIGNS, ANY OWNER, OR ANY GOVERNMENTAL ENTITY WITH JURISDICTION OVER THE PROPERTY.

B. Easements

1. Any Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.
2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.
3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.
4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.
2. *Prohibited Activities.* Prohibited activities are -
 - a. any activity that is otherwise prohibited by this Declaration;
 2. any illegal activity;
 3. any nuisance or noxious or offensive activity;
 4. any dumping of rubbish;
 5. any storage of -
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or

iii. unsightly objects unless completely shielded by a Structure; and f. interfering with a drainage pattern or the natural flow of surface water.

D. General Provisions

1. *Term.* This Declaration runs with the land and is binding for a term of 25 years. The term may be extended for successive terms of 10 years each by the affirmative vote of 50 percent of the Owners within 6 months before the end of a term. Thereafter this Declaration automatically continues for successive terms of 10 years each, unless within 6 months before the end of a term 50 percent of the Owners vote not to extend the term.

2. *No Waiver.* Failure by an Owner to enforce this Declaration is not a waiver.

3. *Corrections.* Declarant may correct typographical or grammatical errors,

ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by the affirmative vote of 67 percent of the Owners.

5. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

6. *Notices.* Any notice required or permitted by this Declaration must be given in writing by certified mail, return receipt requested. Unless otherwise required by law or this Declaration, actual notice, however delivered, is sufficient.

7. *Subordination.* No breach of the covenants or other restrictions in this instrument will defeat or render invalid the lien of any deed of trust made in good faith and for value on the

above-described property or any parcel in it; provided, however, that such covenants or other restrictions will bind any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

8. *Presuit Mediation.* As a condition precedent to the commencement of a legal proceeding to enforce this Declaration, the Owners will mediate the dispute in good faith.

E. Dwellings

Owners may build homes, barndominiums, or modular homes. Modular homes, mobile homes, and RV/ trailers must be 10 years or newer at the time of placing them on the land. There is no time limit to build. A second home may be built or tiny home put on the tract for other family members. Barns and shops are also allowed as part of the community. Each building will be set back 50' from the lot lines.

IGOR, LLC, a North Carolina limited liability company,

Todd Hayes

Todd Hayes, Managing Member

STATE OF TEXAS §

§

COUNTY OF § Fort Bend §

Before me, Todd Hayes, on this day personally appeared Todd Hayes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Todd Hayes executed the same as the act of IGOR, LLC, a North Carolina limited liability company, as its Managing Member, for the purposes and consideration therein expressed.

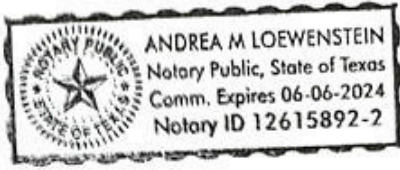
Given under my hand and seal of office this 15 day of September, 2020. TA

Andrea M Loewenstein

Notary Name printed: ANDREA LOEWENSTEIN

After recording, please return to:

IGOR, LLC
565 S. Mason Rd Ste. 203
Katy, TX 77450



Notary Public, State of Texas
My commission expires: 06.06.2024