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# DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS ("**Declaration**") is made this 4th day of SEPTEMBER, 2019 (the "**Effective Date**") by **KATY PARKWAY MARKET LLC**, a Texas limited liability company ("**Declarant**").

WITNESSETH:

A. Declarant owns the real property described on Exhibit A attached hereto and incorporated herein by reference (the "**Development**"), which Declarant intends to develop for commercial and retail uses.

B. Declarant intends to subdivide the Development and may elect to sell portions of the Development to third parties, and each subdivision of property within the Development is referred to herein singularly as a "**Parcel**" and collectively as the "**Parcels**". As of the Effective Date, the Development is as anticipated to be divided as shown on the site plan attached hereto as Exhibit B (the "**Site Plan**") into "**Pad 1**", "**Pad 2**", "**Tract 1A**" and "**Tract 1B**"; provided, however, the Site Plan is subject to change, in that nothing herein shall limit the right of any Owner (defined below) to develop its Parcel in such manner that complies with this Declaration as it may determine, provided that any development that is inconsistent with the Site Plan shall not interfere with the Sign Easement or Access Drive Area (all defined below).

C. Declarant requires that all Parcel Owners to share in certain costs of maintaining certain shared expense areas in the Development and certain shared sign costs and each Parcel will be assessed with its pro rata share of such costs as more particularly described in this Declaration.

D. Declarant wishes to establish non-exclusive access easements over and across the Development to permit the Owners, visitors, invitees, customers, agents, and employees of the businesses in the Development (i) to cross between the Parcels within the driveways described and shown on Exhibit C attached hereto and made a part hereof (the "**Access Drive Area**"), and to also access the public roadways and existing access easements adjacent to the Development through the Access Drive Area, and (ii) without limiting the generality of the preceding clause, to permit Declarant and the Owners, tenants, customers, agents, visitors, invitees and employees of the businesses on the Parcels, to have rights of vehicular and pedestrian access over the driveways and walkways on the Parcels, as such driveways and walkways may exist and be modified from time to time (the "**General Easement Area**"). The Access Drive Area and the General Easement Area are referred to herein as the "**Access Easement Areas**".

E. This Declaration does not create any rights to the Parcels for the benefit of the general public, and does not dedicate any driveways or walkways on the Parcels to any public use. This Declaration does not create any rights to parking, or to parking areas, if any, on the Parcels.

NOW, THEREFORE, for good and valuable consideration, Declarant does hereby declare that the Development shall be held, transferred, sold, conveyed, occupied and enjoyed by all present and future owners and occupants subject to the terms of the covenants, easements and conditions hereinafter set forth:

## ARTICLE 1
## RECITALS AND DEFINITIONS

1.1 Recitals. The Recitals and defined terms set forth above are incorporated herein by reference and constitute a material part of this Declaration.

1.2 Definitions.

(a) Approving Party. Initially Declarant, regardless of its ownership interest in the Development, until such time as Declarant designates another Owner as the Approving Party by written designation recorded in the Official Public Records of Fort Bend County, Texas (the "**Records**").

(b) Building. Any permanently enclosed structure placed, constructed or located on the Development, which for the purpose of this Declaration shall include any building appurtenances such as stairs leading to or from a door, transformers, trash containers or compactors, canopies, supports, and other outward extensions of such structure.

(c) Common Areas. Those certain drives, curb cuts, roadways, driveways and drive lanes on the Development which are available for the general, common, non-exclusive use, convenience and benefit of the Owners, Occupants and Permittees of the Development, as the same may exist from time-to-time.

(d) Governmental Authorities. Any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any department or agency thereof) exercising jurisdiction over a particular subject matter.

(e) Governmental Requirements. All applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, as presently existing and hereafter amended, of any Governmental Authorities.

(f) Improvement. Any Building, structure of any type, parking areas, loading areas, fences, walls, landscaping, poles, driveways, banners, signs of any type visible from the exterior of any such Improvements, including monument signs, pylon signs and building fascia signs, exterior lighting, changes in any exterior color or shape of any structure, glazing or reglazing of exterior windows with mirrored or reflective glass, and any exterior construction or exterior improvement.

(g) Market Area. Greater Houston, Texas metropolitan area.

(h) Matters of Record. Matters of record in the Records that affect a Parcel.

(i) Occupant. Any Person, from time-to-time, entitled to the use and occupancy of any portion of the Development under any lease, sublease, license, concession or other similar agreement.

(j) Owner. The owner of any portion of the Development.

(k) Permittee. All Owners, Occupants and the partners, officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees and licensees of Owners and Occupants.

(l) Person. Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

## ARTICLE 2
## BUILDING AND COMMON AREA DEVELOPMENT

2.1 Approval of Improvements. No Improvements shall be erected, constructed, placed, remodeled, demolished or altered on any portion of the Development (nor may any such Improvements be subsequently replaced, remodeled, treated or repainted in a manner which materially alters the exterior appearance or location thereof) unless detailed plans and specifications for such Improvements shall have been submitted to and approved in writing by the Approving Party, which approval shall not be unreasonably withheld so long as such plans and specifications comply with the terms of this Declaration (such plans and specifications, following approval, being referred to herein as an "**Approved Plan**"). The decision of the Approving Party as to submitted plans shall be final, conclusive, and binding upon the Owners and Occupants of the portion of the Development upon which such Improvements are proposed to be constructed. The Approving Party shall, at its sole cost and expense, have the power to employ professional consultants to assist it in discharging its duties. Any building on Pad 1 should not be wider than 71 feet along the frontage and should be in line with the Building on Pad 2.

2.2 Plans and Specifications. In order that the Approving Party may give just consideration to any proposed Improvements in the Development, such plans and specifications therefor must include and adequately describe the site plan, utility plan, building dimensions, elevations, exterior colors and exterior materials of the proposed Improvements. Plans and specifications shall include all items required by this Declaration (i.e., they may not be submitted on a piecemeal basis). The plans and specifications shall not be deemed submitted to the Approving Party until such time as a complete set, including all items required by this Declaration have been submitted.

2.3 Failure of the Approving Party to Act. If the Approving Party fails to approve or to disapprove the plans and specifications or to reject them as being inadequate within 20 days after submittal thereof, then the requesting Owner shall deliver a second notice to the Approving Party, stating in bold face type, in all capital letters, in a conspicuous place, that failure to respond within ten (10) days thereafter will be deemed to constitute consent or approval. If the Approving Party then fails to respond within such additional ten (10) day period, it shall be conclusively presumed that the Approving Party has approved such plans and specifications. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Approving Party may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance.

2.4 Limitation of Liability. The Approving Party shall have the express authority to perform fact finding functions hereunder. All decisions of the Approving Party with respect to this Article 2 shall be final and binding, and there shall be no reviews of any action of the

Approving Party, except by procedure for injunctive relief when such decision is unreasonably withheld, conditioned or delayed. The Approving Party shall not be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner or Occupant of the Development by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

2.5 Quality of Construction. Each Building, now and in the future, shall be of first-quality design and construction, consistent with other similar developments in the Development. All work performed and the construction, maintenance, repair, replacement, alteration or expansion of any Building, sign or Common Area Improvements located in the Development shall be performed in a good and workmanlike manner and in compliance with all Governmental Requirements and Matters of Record and shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay access to and from the remainder of the Development to or from any public right-of-way.

2.6 Signage. All signage constructed in the Development, including but not limited to monument, pylon and directional signage, shall be of first quality construction typical of the Development and otherwise in accordance with any applicable Governmental Requirements, Matters of Record and is subject to the Approving Party's prior written approval as part of the plan approval process described in this Article 2.

2.7 Landscaping. All landscaping installed in the Development shall utilize design elements and plants and materials of similar nature to those in the Development and shall comply with any applicable Governmental Requirements and Matters of Record and is subject to the Approving Party's prior written approval as part of the plan approval process described in this Article 2.

## ARTICLE 3
## EASEMENTS

3.1 Reciprocal Easements. Declarant hereby establishes and creates mutual, reciprocal and non-exclusive easements (the "**Access Easements**") for the limited purpose of vehicular and pedestrian ingress and egress over and across all driveways (but expressly excluding drive-thru lanes in fast food restaurants, banks and similar buildings, and the stacking lanes and exit areas associated with such drive-thru lanes therewith, which are not considered "driveways") and walkways on the Access Easement Areas (referred to herein as "**Access Improvements**") which have been constructed, or may be constructed from time to time, within the Access Easement Areas, and including, without limitation, the use of any curb cuts in the Access Easement Areas for ingress and egress to and from the adjacent public roads and existing access easements. The Access Easements shall inure to the benefit of the Owner or Owners of the Parcels and for the use by any Permittees and will be appurtenant to the Development. Notwithstanding anything to the contrary in this Declaration, to the extent this Declaration shall grant any easements, licenses or other rights in favor of any Permittee, only the benefitted Owner who shall permit any such Permittee to have the use of any such easement shall be entitled to enforce such easement rights or this Declaration, so that no such Permittee shall itself be entitled to enforce such rights or this Declaration.

3.2 No Barriers. No walls, fences or barriers of any sort or kind shall be constructed or erected within the Access Drive Area and no Owner shall fence, block off, or otherwise restrict access through the Access Drive Area except as may be legally necessary to prevent the acquisition of prescriptive rights by the public (not to exceed one day per calendar year). No material changes to the Access Drive Area will be made without all Owners' prior written consent (except for changes required by law or due to condemnation). For the purposes of illustration only, the following changes to the Access Drive Area will be considered material: relocation of any drive aisles, erection of any buildings or other structures or elimination of any curb cuts. Notwithstanding the foregoing, portions of the Access Drive Area may be temporarily closed for maintenance or repair, provided: (i) fifty percent (50%) of any affected driveway and curb cut shall remain open during such maintenance or repair, (ii) any maintenance or repair shall be performed expeditiously, and (iii) the party conducting such maintenance or repair shall provide ten (10) business days written notice (except in cases of emergency) to all other Owners prior to any repair or maintenance.

3.3 Easements for Utility Facilities. Declarant acknowledges that as of the Effective Date, various utility easements affecting the Development for electricity, telephone, water, gas, sanitary sewer, storm sewer and other utility lines and facilities (collectively, "**Utility Facilities**") have been created by a plat of the Development and by existing easement documents of record in the Records (the "**Existing Utility Easements**"). In the event that an Owner reasonably determines that the Existing Utility Easements are not adequate for its intended development of its Parcel, such Owner (the "**Grantee Owner**") may request of another Owner (the "**Grantor Owner**") an easement for the installation, operation, maintenance, repair and replacement of Utility Facilities on the Grantor Owner's Parcel and the granting of such easement shall be subject to the prior consent of the Grantor Owner, not to be unreasonably withheld, conditioned or delayed so long as such easement is not located under any building pad and if such consent is granted, prior to the installation, operation, maintenance, repair and replacement of such Utility Facilities, plans and specifications shall be submitted to the Grantor Owner for approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any Owner entering onto another Owner's Parcel to utilize a utility easement: (A) shall not unreasonably interfere with the construction and development or the conduct of business on the Parcel owned by another; (B) shall promptly repair any damages caused by it to the other Owner's Parcel and restore the surface of the same; (C) shall use the most direct, feasible route in entering and crossing the other Owner's Parcel; and (D) shall, except in the event of an emergency, provide at least 5 business days prior written notice to the other Owner before entering onto such Owner's Parcel. Each Owner utilizing an easement for Utility Facilities under this Section shall be responsible for the installation, maintenance, repair and removal (at its sole cost) of all Utility Facilities installed by such Grantee Owner on another Owner's Parcel, as well as for all Utility Facilities installed by the Grantee Owner on its Parcel.

3.4 Drainage. No Owner will alter the flow of surface water from its tract onto the Parcel of another Owner. Declarant hereby establishes and grants a non-exclusive easement on each Parcel for the benefit of the Owner of the other Parcel to use, maintain and repair any storm water drainage facilities including surface drainage, storm sewer pipes and facilities and detention ponds (the "**Storm Drainage System**") now or hereafter located on the other Parcel to the extent such Storm Drainage System serves both Parcels, together with the right to discharge surface water

runoff across portions of either Parcel in accordance with the design of the Storm Drainage System to drain storm and other surface waters over, upon or across the Parcels, or any portion thereof, through the Storm Drainage System and into the public drainage facilities serving the Development.

3.5. Sign Easement. Declarant hereby establishes, for the benefit of the Parcels, a perpetual, non-exclusive easement over, upon, under and across that certain "**Sign Easement Area**" described and shown on Exhibit D attached hereto and made a part hereof for the purpose of installing, constructing, maintaining, servicing, operating, inspecting, repairing, and/or removing (i) one shared pylon sign within the Sign Easement Area on Pad 2 (the "**Pylon Sign**") and related appurtenances thereto and (ii) one shared monument sign within the Sign Easement Area on Pad 1 (the "**Monument Sign**") and related appurtenances thereto (the Pylon Sign and Monument Sign are referred to herein singularly as a "**Sign**" and collectively as the "**Signs**"). The Signs shall be the sole property of the Declarant who shall, at its sole cost and expense (but subject to reimbursement as provided herein), insure, maintain, repair and illuminate the Signs in a good condition and repair. All panels on the Signs shall at all times comply with all Governmental Requirements and Matters of Record and shall only advertise businesses located in the Development designated below and the same business shall advertise on both sides of a sign panel if the Sign has two faces. Notwithstanding anything to the contrary herein, (a) the Monument Sign shall not exceed 12 feet in height (as measured from the current elevations of the Development on the Effective Date), (b) all signage placed on the Signs is subject to Declarant's prior written approval, not to be unreasonably withheld; (c) in the event Declarant is unable to obtain required approvals to locate the Signs in the Sign Easement Area, Declarant has the right to move the Sign Easement Area(s) to an alternative reasonable location within each respective Pad; and (d) no Owner shall install any landscaping, structures or improvements, or allow landscaping to grow, in any manner that would materially interfere with visibility of the Sign(s) from adjacent public rights-of-way. As of the Effective Date, Declarant anticipates that sign panels on the Signs will be allocated as follows: (A) Pylon Sign: Four half panels to Pad 2, Two half panels to Pad 1 and all other panels will be allocated between Pad 2, Tract 1A & Tract 1Bp and (B) Monument Sign: ½ total sign area to Pad 1 and ¼ total sign area to each of Tract 1A and Tract 1B. Sign allocations, except to Pad 1, are subject to change based on adjustment of overall Pylon Sign height by external entities. Each Owner, tenant or occupant that is permitted to place a panel on the Signs is referred to herein as a "Sign User". Declarant reserves the right to place a shopping center name on the top of the Signs, above all the individual sign panels. Each initial Sign User will pay to Grantee, in consideration of the right to place its panel on a Sign, such Sign User's pro rata share of the original construction and fabrication costs incurred by Declarant to construct such Sign plus an administrative fee equal to 10% of such costs. Each Sign User's "pro rata share" will be the ratio that the square footage within such Sign User's sign panel bears to the square footage of all sign panels on its Sign, not including the square footage of the shopping center name. Such payment is due and payable to Declarant prior to any Sign User placing its panel on a Sign. Once the pro rata share of construction costs for a particular panel have been paid to Declarant, Declarant is not entitled to collect any further construction costs for such panel. Declarant will keep the Signs and the Sign Easement Area in good condition and repair at all times and will promptly repair any damage to the Signs (except for the individual panels of other Sign Users, which will be the responsibility of such Sign User). Each Sign User shall pay its pro rata share of all costs incurred by Declarant to operate, insure, maintain, repair and light the Signs (the "**Sign Costs**") within thirty (30) days after written request from Declarant from time to time. Declarant shall have the same

lien and default rights with respect to unpaid Sign Costs as are applicable to Assessments described below and shall have the right to assign responsibility for the Signs to the Administrator as described below.

## ARTICLE 4
## MAINTENANCE AND REPAIR; COST SHARING

4.1 Maintenance. The Owner of each Parcel shall maintain, or cause to be maintained, in a safe, clean and tenantable condition and in good order and repair, consistent in manner and appearance with similar commercial developments, all Buildings and Improvements located on its respective Parcel. All exterior painted portions of such Buildings and Improvements shall be repainted when reasonably necessary. All rooftop equipment shall be located behind appropriate screening so as to not be visible from street level, and outdoor refuse, loading and service areas shall be screened from public view. Each Owner shall at its sole cost and expense maintain and repair, or cause to be maintained and repaired, the landscaping, lighting, irrigation, drives and parking areas on its Parcel in good condition and repair, except as provided below with respect to the Shared Expense Areas. The Owner of a Parcel is entitled to assign such maintenance and repair obligations to the ground tenant of the Parcel by written agreement pursuant to which such ground tenant also agrees to assume such obligation. Each Owner or ground tenant, if the obligation has been assigned, shall indemnify and hold harmless the other Owners, their partners, agents, employees and mortgagees, and ground tenant (during the continuation of the ground tenant's lease), from all claims, causes of action, liens, costs, damages and reasonable attorneys' fees which may be incurred by the other Owner and/or such other indemnified parties as a result of such maintenance and repair (or the failure so to maintain or repair) by the Owner or ground tenant, as applicable, of the Parcel. Notwithstanding the foregoing, any damage caused to a Parcel by the other Parcel Owner, or its tenants, or any of their employees, contractors, visitors, invitees, customers or agents shall be repaired by and at the sole cost and expense of such other Parcel Owner.

4.2 Common Areas. Each Owner shall be responsible for keeping the Common Areas on such Owner's Parcel in good condition and repair and clean and free from refuse and rubbish. Such maintenance shall include, but not be limited to, the following: regular and timely removal of all litter, garbage, trash and waste; regular lawn mowing; tree, shrub and plant pruning and trimming; watering of landscaped areas; weed control; pest control; maintaining exterior lighting and mechanical facilities in good working order; keeping parking areas, walks, driveways and roads clean and in good repair; striping of all parking and driveway areas; and the repairing and repainting of the exterior improvements visible to neighboring properties and/or public view. Any landscaped areas shall be mowed and otherwise tended to by the Owner so as to be weed free. The standard for such maintenance shall be that which would maintain the Development in a manner and quality equal to at least that maintained by the owners of first-class facilities of the same type in the Market Area.

4.3 Compliance with Applicable Law. Each Owner shall cause the Common Areas on such Owner's Parcel and all Buildings and Improvements located on such Owner's Parcel to comply with all applicable Governmental Requirements and Matters of Record.

4.4 Unimproved Portions of Parcels. Until such time as an Owner's Parcel is fully developed, the Owner shall take or cause to be taken such measures as may be necessary to control weeds, blowing dirt and sand, and similar matters, with respect to the undeveloped area located on the Parcel.

4.5 Shared Expenses. Declarant will incur certain costs related to operation, maintenance and repair of the Access Improvements in the Access Drive Area (the "**Shared Expense Areas**"). Declarant shall operate, repair and maintain, or cause to be operated, repaired and maintained, the Shared Expense Areas in good condition and repair until such time as Declarant no longer owns any portion of the Development. Each Parcel will be assessed its Pro Rata Share (defined below) for the costs associated with such operation, maintenance and repair of the Shared Expense Areas (the "**Shared Charges**"). The term "Administrator" as used in this Section 4.5 and Section 4.6 below shall initially mean Declarant and thereafter shall mean such other Owner to whom Declarant (or a future Administrator) has assigned the powers and duties of Administrator hereunder, from time to time, by written instrument filed for record in the Records. Declarant may at any time resign from the obligations as Administrator and if Declarant does not assign its powers as Administrator to another Owner as provided in the preceding sentence, then the then Owners of a majority of the land area of the Development may designate another Owner to act as "Administrator" for the purposes of this Section 4.5 and 4.6 below by written appointment recorded in the Records.

4.6. Pro Rata Share and Payments; Lien. Declarant hereby covenants, and hereinafter each Owner of any land in the Development by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Administrator periodic assessments for such Owner's Pro Rata Share of Shared Charges (the "**Assessments**"). As used herein, "**Pro Rata Share**" means a fraction, the numerator of which is the total square footage of land in the Parcel and the denominator of which is the total square footage of land in the Development. Each Parcel Owner shall pay its Assessments to the Administrator within thirty (30) days after written request from the Administrator from time to time. The Administrator shall send a statement to the Parcel Owners showing each Parcel Owner's Assessments (including the calculations of Pro Rata Share and Shared Charges) [the "**Maintenance Statement**"]. Each Owner shall pay such Assessments to the Administrator within thirty (30) days after receipt of the Maintenance Statement (the "**Maintenance Payment Date**"). If an Owner does not make such payment by the Maintenance Payment Date, the Administrator shall have the right to charge interest on the past due amount at a rate of interest equal to the lesser of: (a) twelve percent (12%) per annum or (b) the then maximum lawful rate of interest applicable thereto in Texas until such sums are paid and such failure to timely pay shall constitute an default under this Declaration for which the Administrator will have all rights and remedies available at law and in equity. Any Owner may, upon not less than ten (10) days' prior written notice to the Administrator, inspect the Administrator's records for all Shared Charges incurred during any period covered by a Maintenance Statement at the Administrator's general offices (or at such other location reasonably designated by the Administrator) at any time during reasonable business hours within one year after such Owner's receipt of any such Maintenance Statement. If said inspection reveals an overpayment of Assessments (as confirmed by Administrator in its reasonable judgment), the Administrator shall reimburse Owner such overpayment within thirty (30) days after receipt of notice of determination. If said inspection reveals an underpayment of Shared Charges, the Owner shall reimburse the Administrator any such underpayment within thirty (30)

days after receipt of proper billing. The Assessments, together with interest, if applicable as provided above, shall be a charge on and a continuing lien against the Parcel on which each such Assessment is made. All such amounts shall also be the personal obligation of the person or entity who was the Owner thereof at the time the Assessment became due. The personal obligation shall be further assumed (without releasing the Owner at the time of Assessment) by all successors in title. The lien reserved and created hereby is subject only to, and shall be subordinate and inferior to, automatically and without the necessity of another document, any and all first lien purchase money deeds of trust and liens in favor of third party financial institutions or representing bona fide seller financing. By accepting a deed to a Parcel, each Owner of such Parcel expressly grants to the Administrator a lien and power of sale to enforce such lien by foreclosure sale. The Administrator may institute a suit or proceeding at law or in equity or take any lawful action to enforce collection of any defaulted Assessments, including, but not limited to, an action to foreclose the lien reserved and created herein securing any Assessments.

4.7 Damage to or Destruction of Buildings; Condemnation. In the event that any part of any Building or other Improvement on any Parcel not constituting the Access Drive Area is damaged by fire or other casualty or taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the Owner upon whose Parcel such damaged or destroyed Building or other Improvement is located shall not be obligated to restore same (without limiting such Owner's obligations under any leases or other agreements), provided that such Owner, at its sole expense and without regard to the availability of insurance and condemnation proceeds, shall promptly remove all debris and grade, landscape and maintain the vacant Parcel. Nothing herein shall prevent such Owner from restoring or rebuilding such damaged Building or other Improvement on such affected area at a later time should such Owner decide initially not to restore such damaged Building or other Improvement, so long as such construction (and its deferral) does not violate any of the provisions herein. Nothing herein shall be constructed to give any Owner any interest in any condemnation award or payment made to another Owner in connection with any condemnation or transfer in lieu thereof affecting said other Owner's Parcel.

## ARTICLE 5
## INSURANCE AND INDEMNITY

5.1 Insurance and Indemnity. Each Owner shall at its sole cost and expense maintain or cause to be maintained in full force and effect commercial general liability insurance insuring its Parcel with coverage limits at least $2,000,000.00 aggregate and $2,000,000.00 per occurrence, combined single limits for bodily injury, death, and property damage per occurrence. Following written request therefor (but in no event more than one time per calendar year), the Owners shall furnish to each other, evidence that the insurance referred to herein is in full force and effect and that the premiums therefor have been paid. Each Owner shall indemnify and hold harmless the other Owner and its respective heirs, executors, successors, and assigns from all claims, causes of action, liens, costs, damages and reasonable attorneys' fees arising or alleged to arise from any act or omission by the indemnifying party or its agents, employees, contractors, tenants, guests, or invitees in or on the easement areas, or arising from or in connection with the use of the easements granted in this Declaration by the indemnifying party, or in connection with the installation, use, operation, maintenance, repair, replacement, relocation or removal of any Utility Facilities and Storm Drainage System by the indemnifying party. Each indemnity agreement contained in this Declaration shall survive the expiration or termination of this Declaration.

## ARTICLE 6
## MISCELLANEOUS

6.1 Use Restrictions. Each Parcel shall be used solely for lawful retail or commercial purposes and in conformance with all restrictions imposed by Matters of Record and applicable Governmental Requirements, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel that is illegal. No Parcel shall be used for any of the purposes listed on **Exhibit E** attached hereto.

6.2 Subordination of other Encumbrances. The liens of any mortgage loans or deeds of trust now or hereafter obtained by an Owner secured in whole or in part by any part of a Parcel shall be subordinate to this Declaration, and each Owner shall cause each mortgage, deed of trust, contract lien, purchase contract, option to purchase, lease or similar encumbrance on such Owner's respective Parcel to be subordinate to the legal operation and effect of this Declaration.

6.3 Binding Effect. The provisions of this Declaration shall inure to the benefit of and be binding upon and enforceable against Declarant, any Owner and their heirs, personal representatives, successors and assigns, including, without limitation, successors in title to the Parcels. The terms and provisions of this Declaration are and shall be deemed to be covenants running with the land. By acceptance of a deed to any portion of the Development, the grantee of any such deed shall be deemed to take such deed subject to the terms of this Declaration.

6.4 Covenants Running with Land; Termination Generally. The obligations and covenants set forth in this Declaration are intended to be covenants running with the land, burdening and benefiting the Parcels and the respective Owners thereof. This Declaration shall bind the parties and their heirs, personal representatives, successors and assigns. Notwithstanding anything to the contrary herein, each Owner has the right to assign in writing to any ground tenant of a particular Parcel comprising part of the Development that is owned by that Owner, the rights and obligations under this Declaration with respect to that Parcel during the term of the applicable lease, provided such ground tenant also assumes such obligations in writing, and on the date on which any such ground lease expires, the assignment and assumption shall immediately terminate and the Owner who made the assignment (or the successor fee Owner of the relevant Parcel who has assumed the original Owner's obligations under the relevant ground lease) shall thereafter be considered to be the "Owner" and the ground tenant to whom the rights of the Owner have been assigned shall be released from any further obligations as "Owner" from and after the ground lease termination date. The easements created and established in this Declaration shall terminate upon the date a written and recordable termination agreement is executed by all of the Owners of the Parcels comprising the Development.

6.5 No Merger. The easements created in this Declaration and the covenants described herein shall not be extinguished solely by merger of any or all of the fee ownership, estate interest and/or leasehold interests in the Parcels.

6.6 Governing Law. This Declaration is made and entered into and is to be governed, construed, and enforced in accordance with the laws of the State of Texas.

6.7 Amendment; Severability. This Declaration may be amended, but not terminated, by a vote of no less than two-thirds (2/3) of the Owners; provided, however, (a) no amendment

shall be effective if it increases the burdens, obligations, or restrictions on a Parcel, unless consented to and approved by the Owner of such Parcel and (b) any amendment prior to the date Declarant no longer owns any portion of the Development must also be approved by Declarant, which approval may be granted or withheld in Declarant's sole discretion. Any amendment to this Declaration shall be documented and evidenced by an instrument signed by the Owners and Declarant required by this Section 6.7. Each document evidencing an amendment shall be recorded in the Records. Unless amended in accordance with this Section 6.7, this Declaration shall be unaffected by any change in the ownership of any real property covered by this Declaration or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Notwithstanding anything to the contrary in this Declaration, Declarant may alter, revise, amend or otherwise change this Declaration or waive any revisions of this Declaration in any manner as may be reasonably necessary to effect or further the purposes of this Declaration until the date Declarant no longer owns any portion of the Development, but only when such alteration, revision, amendment or other change is consistent with the purposes of this Declaration and does not cause a material change in the Development overall, and any such alteration, revision, amendment or change to this Declaration affecting a portion of the Development not owned by Declarant requires the written consent of the Owner of the affected portion of the Development. If any term, covenant, or condition of this Declaration or the application thereto to any person or circumstance shall to any extent be invalid or unenforceable, such term, covenant, or condition or such application shall be deemed severable, and the application of such term, covenant or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, and the remainder of this Declaration, shall not be affected thereby, and the remainder of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

6.8 Default; Notice and Cure; Injunctive and Other Remedies. If, in the reasonable opinion of an Owner of any Parcel, the Owner of another Parcel shall be in default of any term or provision hereof, then the non-defaulting Owner, shall give written notice (except in the event of an emergency) to the defaulting Owner specifying with particularity the nature of such default. The defaulting Owner shall have a period of fifteen (15) days after its receipt of such notice to undertake such action as shall be reasonably required to cure such default and shall thereafter continuously prosecute such curative action to completion. In the event the defaulting Owner fails to cure such default, or to undertake and continue curative action, within such fifteen (15) day period (or if in the reasonable opinion of such non-defaulting Owner an emergency situation exists), the non-defaulting Owner shall be entitled to (i) injunctive relief mandating compliance and to obtain a decree specifically enforcing the performance of such obligation, (ii) (following an additional 5-day notice of default, except in the event of an emergency when such additional notice shall not be required) take such action as such Owner shall reasonably deem necessary to cure such default on behalf of the defaulting Owner, or (iii) relief by any and all other available legal and equitable remedies from the consequences of such breach. The prevailing party in any lawsuit shall be entitled to recover from the non-prevailing party all costs and expenses incurred by such prevailing party in connection with any such action or proceeding, including attorneys' fees in a reasonable amount.

6.9 Term. This Declaration and the easements, rights, obligations and liabilities created hereby shall encumber the Development for a period of fifty (50) years, or such lesser period if and to the extent a lesser period is required by applicable law, and thereafter the terms hereof shall be renewed automatically for successive ten (10) year periods unless all Owners and any parties

owning at that time any security interest in any of the Parcels execute and record in the Records a statement terminating such restrictive covenants within sixty (60) days of the expiration of such statutory period or any ten (10) year renewal thereof.

6.10 Estoppel. Each Owner shall, upon not less than thirty (30) days written notice from any other Owner, execute and deliver to such requesting Owner a certificate in recordable form stating that (i) either this Declaration is unmodified and in full force and effect or is modified (and stating the modification); and (ii) whether or not to the best of its knowledge the requesting Owner is in default in any respect under this Declaration and if in default, specifying such default.

6.11 No Liability. Neither Declarant nor the Approving Party, nor any of their officers, directors, employees, agents, representatives, successors, assigns or contractors, nor any or all of them, shall be liable to any Owner or any other person for any loss, claim or demand asserted on account of the enactment or administration of the Declaration, the performance of any rights or duties hereunder, or for any failure to enforce or defect in such enactment, administration or performance. No approval of plans and specifications, and no publication of minimum construction standards, shall ever be construed as representing that such plans, specifications or standards will, if followed, result in a properly designed improvement. Such approvals and standards shall in no event be construed as representing or guaranteeing any improvement will be built in a good and workmanlike manner. The acceptance of a deed to a parcel within the Development shall be deemed a covenant and agreement on the part of the Owner and the Owner's heirs, personal representatives, executors, successors and assigns that Declarant, the Approving Party, and each of their officers, directors, employees, agents, representatives, successors, assigns or contractors, and any or all of them, shall have no liability to anyone for any reason by, under or by reason of the Declaration.

Executed effective the day and year first above written.

**DECLARANT:**

**KATY PARKWAY MARKET LLC**, a Texas limited liability company

By: _____
Name: KRANTI KIRAN REDDY
Title: Member

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this, the 4 day of Sept, 2019, by KRANTI KIRAN REDDY, as CEO of **KATY PARKWAY MARKET LLC**, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public in and for
The State of Texas

JOHN JAY DURHAM
Notary Public, State of Texas
Notary ID# 1020213-0
Commission Expires 12-21-2019

## EXHIBIT A

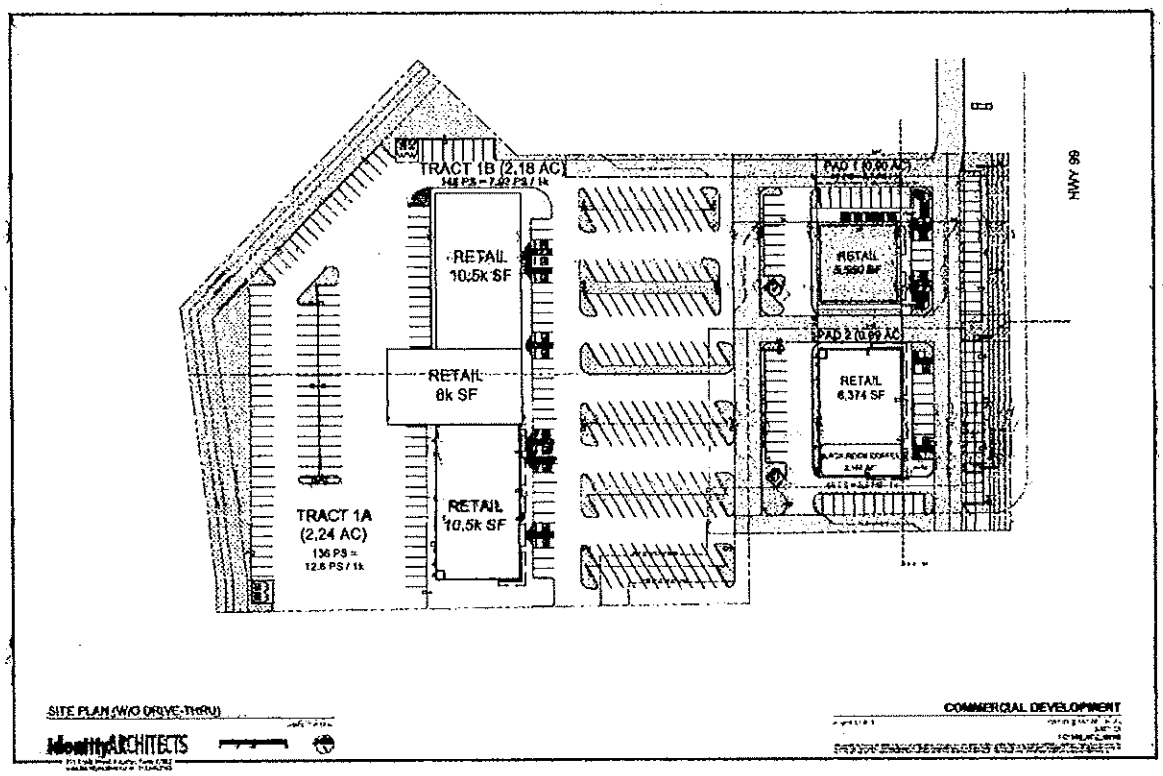
## DEVELOPMENT LEGAL DESCRIPTION

All of Restricted Reserve "A", in Block One (1), of CARRIAGE LANDING SEC 1, a subdivision in Fort Bend County, according to the map or plat thereof, recorded Plat No. 20160070 of the Plat Records of Fort Bend County, Texas

# EXHIBIT B

## SITE PLAN

[showing "Pad 1", "Pad 2", "Tract 1A" and "Tract 1B"]



# EXHIBIT C

A TRACT OR PARCEL CONTAINING 1.591 ACRES OR 69,284 SQUARE FEET OF LAND BEING OUT OF AND PART OF RESTRICTED RESERVES "A" AND "B", BLOCK 1, CARRIAGE LANDING SEC 1, REPLAT NO 1, MAP OR PLAT THEREOF RECORDED UNDER PLAT NUMBER (NO.) 201908188, FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.), CONVEYED TO KATY PARKWAY MARKET, LLC, RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F.) NO. 2017122750, SITUATED IN THE I. & G.N. R.R. SURVEY, ABSTRACT NO. 265, FORT BEND COUNTY, TEXAS, WITH SAID 1.591 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

**BEGINNING** AT A MAG NAIL FOUND ON THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF GRAND PARKWAY (R.O.W. VARIES), RECORDED UNDER VOLUME (VOL.) 2170, PAGE (PG.) 2295, FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.) AND HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. M425634, MARKING THE NORTHEAST CORNER OF RESTRICTED RESERVE "B", BLOCK 1, FALCON LANDING SECTION TWO, MAP OR PLAT THEREOF RECORDED UNDER SLIDE NO(s). 1669A AND 1669B, F.B.C.P.R., THE SOUTHEAST CORNER OF SAID RESTRICTED RESERVE "A" AND SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, SOUTH 87 DEG. 56 MIN. 08 SEC. WEST, ALONG THE NORTH LINE OF SAID RESTRICTED RESERVE "B" OF FALCON LANDING, SECTION TWO, PASSING AT A DISTANCE OF 236.24 FEET THE NORTHWEST CORNER OF SAID RESTRICTED RESERVE "B" OF FALCON LANDING, SECTION TWO, CONTINUING FOR A TOTAL DISTANCE OF 248.75 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, OVER AND ACROSS SAID CALLED RESTRICTED RESERVES "A" AND "B" OF CARRIAGE LANDING SEC 1 REPLAT NO 1, THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

1. NORTH 01 DEG. 31 MIN. 05 SEC. WEST, A DISTANCE OF 335.80 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;
2. NORTH, 88 DEG. 28 MIN. 55 SEC. EAST, A DISTANCE OF 204.83 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT,
3. SOUTH 01 DEG. 31 MIN. 05 SEC. EAST, A DISTANCE OF 317.85 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED EASEMENT;
4. NORTH 87 DEG. 56 MIN. 08 SEC. EAST, A DISTANCE OF 43.92 FEET TO A POINT ON THE WEST R.O.W. LINE OF SAID GRAND PARKWAY FOR AN EASTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

**THENCE**, SOUTH 01 DEG. 31 MIN. 05 SEC. EAST, ALONG THE WEST R.O.W. LINE OF SAID GRAND PARKWAY, A DISTANCE OF 16.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 1.591 ACRES OR 69,284 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 5521-ACCESS-1, PREPARED BY WINDROSE LAND SERVICES.

***SAVE AND EXCEPT THE FOLLOWING TWO (2) TRACTS:***

**(TRACT 1)**
A TRACT OR PARCEL CONTAINING 0.4150 ACRES OR 18,076 SQUARE FEET OF LAND BEING OUT OF AND PART OF RESTRICTED RESERVE "B", BLOCK 1, CARRIAGE LANDING SEC 1, REPLAT NO 1, MAP OR PLAT THEREOF RECORDED UNDER PLAT NUMBER (NO.) 201908188, FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.), CONVEYED TO KATY PARKWAY MARKET, LLC, RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F.) NO. 2017122750, SITUATED IN THE I. & G.N. R.R. SURVEY, ABSTRACT NO. 265, FORT BEND COUNTY, TEXAS, WITH SAID 0.4150 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID RESTRICTED RESERVE "B", OF CARRIAGE LANDING SEC 1, REPLAT NO 1;

**THENCE**, NORTH 01 DEG. 31 MIN. 05 SEC. WEST, ALONG THE WEST LINE OF SAID CALLED RESTRICTED RESERVE "B", A DISTANCE OF 128.00 FEET TO A POINT FOR CORNER;

**THENCE**, OVER AND ACROSS SAID CALLED RESTRICTED RESERVE "B" THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1. NORTH 88 DEG. 28 MIN. 55 SEC. EAST, A DISTANCE OF 24.00 FEET TO THE **POINT OF BEGINNING** AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

2. NORTH 88 DEG. 28 MIN. 55 SEC. EAST, A DISTANCE OF 155.83 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

3. SOUTH 01 DEG. 31 MIN. 05 SEC. EAST, A DISTANCE OF 116.00 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

4. SOUTH 88 DEG. 28 MIN. 55 SEC. WEST, A DISTANCE OF 155.83 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

5. NORTH 01 DEG. 31 MIN. 05 SEC. WEST, A DISTANCE OF 116.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.4150 ACRES OR 18,076 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 55211-ACCESS-1, PREPARED BY WINDROSE LAND SERVICES.

**(TRACT 2)**
A TRACT OR PARCEL CONTAINING 0.5539 ACRES OR 24,127 SQUARE FEET OF LAND BEING OUT OF AND PART OF RESTRICTED RESERVE "A", BLOCK 1, CARRIAGE LANDING SEC 1, REPLAT NO 1, MAP OR PLAT THEREOF RECORDED UNDER PLAT NUMBER (NO.) 201908188, FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.), CONVEYED TO KATY PARKWAY MARKET, LLC, RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F.) NO. 2017122750, SITUATED IN THE I. & G.N. R.R. SURVEY, ABSTRACT NO. 265, FORT BEND COUNTY, TEXAS, WITH SAID 0.5539 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

**COMMENCING** AT A MAG NAIL FOUND ON THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF GRAND PARKWAY (R.O.W. VARIES), RECORDED UNDER VOLUME (VOL.) 2170, PAGE (PG.) 2295, FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.) AND HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. M425634, MARKING THE NORTHEAST CORNER OF RESTRICTED RESERVE "B", BLOCK 1, FALCON LANDING SECTION TWO, MAP OR PLAT THEREOF RECORDED UNDER SLIDE NO(s). 1669A AND 1669B, F.B.C.P.R., AND A SOUTHEAST CORNER OF SAID RESTRICTED RESERVE "A";

**THENCE,** SOUTH 87 DEG. 56 MIN. 08 SEC. WEST, ALONG THE NORTH LINE OF SAID RESTRICTED RESERVE "B" OF FALCON LANDING, SECTION TWO, A DISTANCE OF 68.76 FEET TO A POINT FOR CORNER;

**THENCE,** OVER AND ACROSS SAID CALLED RESTRICTED RESERVE "A" THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

1. NORTH 02 DEG. 03 MIN. 52 SEC. WEST, A DISTANCE OF 16.00 FEET TO THE **POINT OF BEGINNING** AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

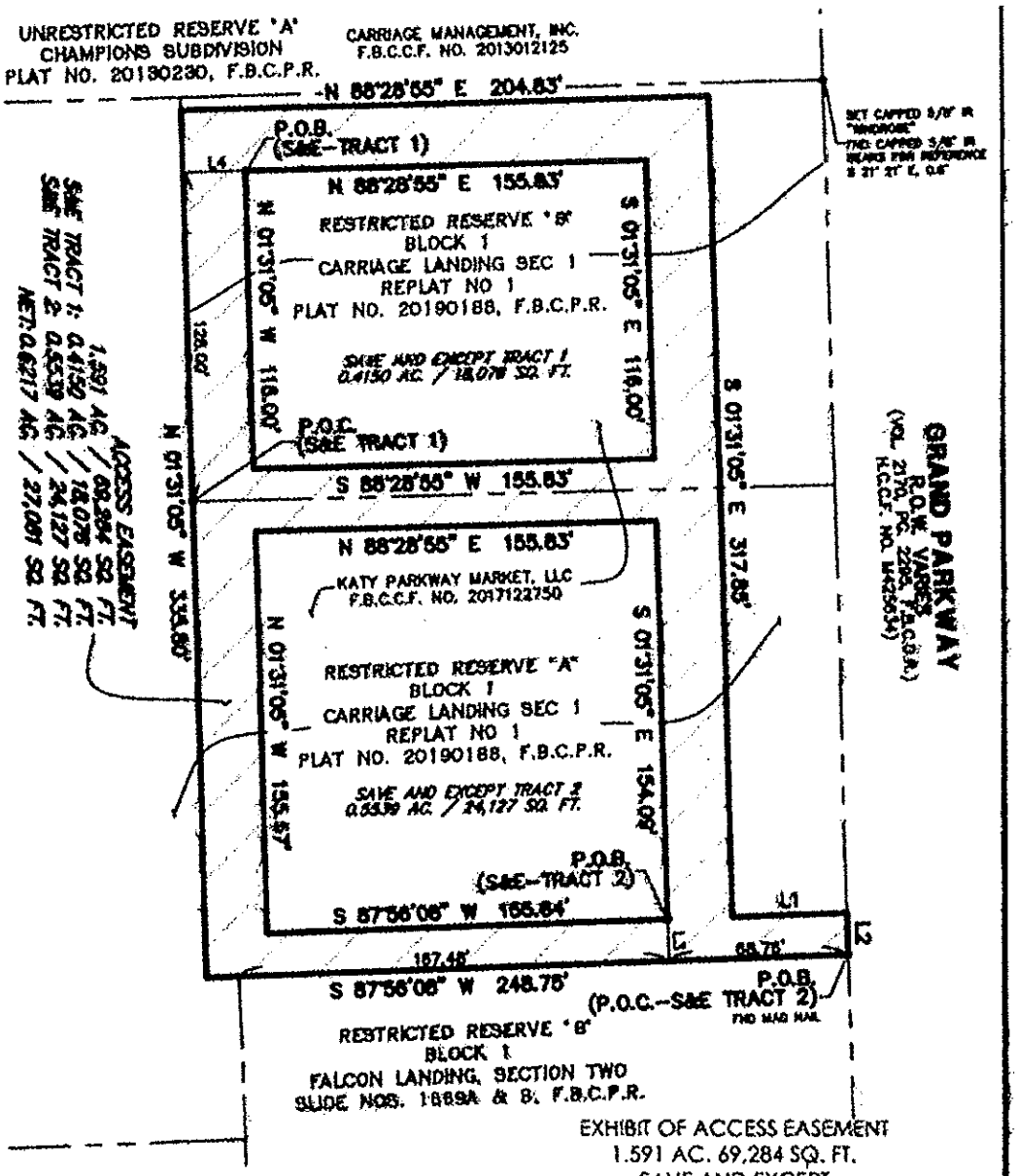
2. SOUTH 87 DEG. 56 MIN. 08 SEC. WEST, A DISTANCE OF 155.84 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

3. NORTH 01 DEG. 31 MIN. 05 SEC. WEST, A DISTANCE OF 155.57 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

4. NORTH 88 DEG. 28 MIN. 55 SEC. EAST, A DISTANCE OF 155.83 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

5. SOUTH 01 DEG. 31 MIN. 05 SEC. EAST, A DISTANCE OF 154.09 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.5539 ACRES OR 24,127 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 55211-ACCESS-1, PREPARED BY WINDROSE LAND SERVICES.

***IN ALL CONTAINING A NET ACREAGE OF 0.6217 AC. / 27, 081 SQ. FT. OF LAND.***




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N 87°56'08" E | 43.92' |
| L2 | S 01°31'05" E | 16.00' |
| L3 | N 02°03'52" W | 16.00' |
| L4 | N 88°28'55" E | 24.00' |

EXHIBIT OF ACCESS EASEMENT
1.591 AC. 69,284 SQ. FT.
SAVE AND EXCEPT
TRACT 1: 0.4150 AC. / 18,076 SQ. FT. &
TRACT 2: 0.5539 AC. / 27,081 SQ. FT.
BEING PART OF RESTRICTED RESERVES "A" AND "B"
RECORDED UNDER PLAT NO. 20190188, F.B.C.P.R.
SITUATED IN THE I. & G.N. R.R. SURVEY, A-265
FORT BEND COUNTY, TEXAS

# EXHIBIT D

A TRACT OR PARCEL CONTAINING 0.1263 ACRES OR 5,500 SQUARE FEET OF LAND BEING PART OF AND OUT OF RESTRICTED RESERVES "A" AND "B", BLOCK 1, CARRIAGE LANDING SECTION 1 REPLAT NO 1, MAP OR PLAT THEREOF RECORDED UNDER PLAT NUMBER (NO.) 20190188, FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.), CONVEYED TO KATY PARKWAY MARKET, LLC, RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F.) NO. 2017122750, SITUATED IN THE I. & G.N. R.R. SURVEY, ABSTRACT NO. 265, FORT BEND COUNTY, TEXAS. WITH SAID 0.1263 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

**COMMENCING** AT A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF GRAND PARKWAY (R.O.W. VARIES), RECORDED UNDER VOLUME (VOL.) 2170, PAGE (PG.) 2295, FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.) AND HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. M425634, MARKING THE SOUTHEAST CORNER OF UNRESTRICTED RESERVE "A", CHAMPIONS SUBDIVISION, MAP OR PLAT THEREOF RECORDED UNDER PLAT NO. 20130230, F.B.C.P.R., CONVEYED TO CARRIAGE MANAGEMENT, INC., RECORDED UNDER F.B.C.C.F. NO. 2013012125 AND THE NORTHEAST CORNER OF SAID CALLED RESTRICTED RESERVE "B"; FROM WHICH A CAPPED 5/8 INCH IRON ROD FOUND BEARS FOR REFERENCE SOUTH 21 DEG. 21 MIN. EAST, 0.6 FEET;

**THENCE**, SOUTH 01 DEG. 31 MIN. 05 SEC. EAST, ALONG THE WEST R.O.W. LINE OF SAID CALLED GRAND PARKWAY, A DISTANCE OF 44.50 FEET TO THE **POINT OF BEGINNING** AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

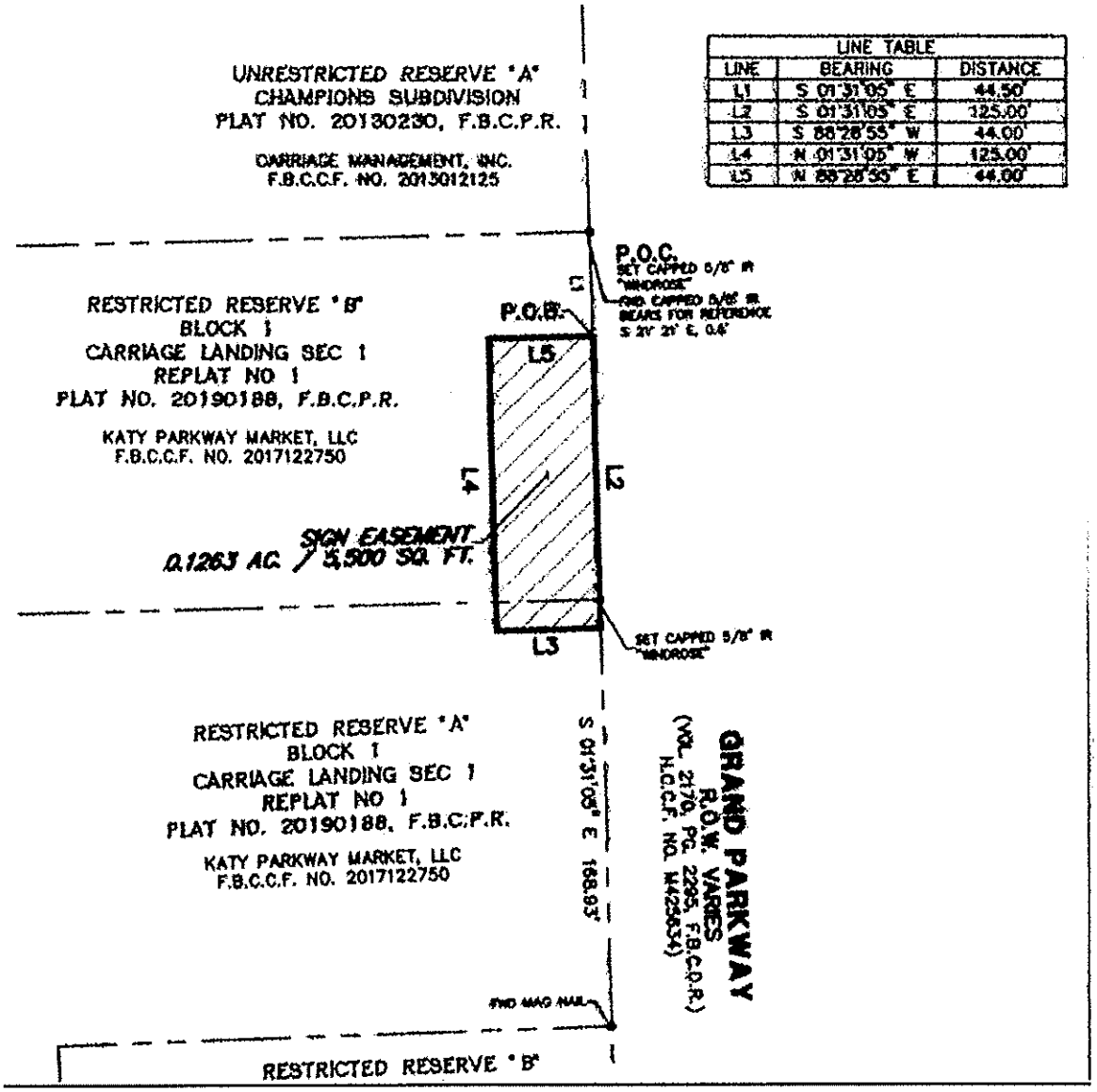
**THENCE**, SOUTH 01 DEG. 31 MIN. 05 SEC. EAST, CONTINUING ALONG THE WEST R.O.W. LINE OF SAID CALLED GRAND PARKWAY, AT A DISTANCE OF 112.50 FEET PASS A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET, MARKING THE COMMON CORNER OF SAID CALLED RESTRICTED RESERVES "A" AND "B" AND CONTINUING FOR A TOTAL DISTANCE OF 125.00 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT; FROM WHICH A MAG NAIL FOUND MARKING THE COMMON CORNER OF SAID CALLED RESTRICTED RESERVE "A" AND RESTRICTED RESERVE "B", BLOCK 1, FALCON LANDING, SECTION TWO, RECORDED UNDER SLIDE NO(s). 1669A AND B, F.B.C.P.R., CONVEYED TO WELLS FARGO BANK, NATIONAL ASSOCIATION, RECORDED UNDER F.B.C.C.F. NO(s). 2010028447, 2005058254 AND 2002123745, BEARS FOR REFERENCE SOUTH 01 DEG. 31 MIN. 05 SEC. EAST, 168.93 FEET;

**THENCE**, OVER AND ACROSS RESTRICTED RESERVES "A" AND "B" OF CARRIAGE LANDING SECTION 1 REPLAT NO 1, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

SOUTH 88 DEG. 28 MIN. 55 SEC. WEST, A DISTANCE OF 44.00 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

NORTH 01 DEG. 31 MIN. 05 SEC. WEST, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

NORTH 88 DEG. 28 MIN. 55 SEC. EAST, A DISTANCE OF 44.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.1263 ACRES OR 5,500 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 55221-SIGN ESMT-1-R1, PREPARED BY WINDROSE LAND SERVICES.




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S 01°31'05" E | 44.50' |
| L2 | S 01°31'05" E | 125.00' |
| L3 | S 88°28'55" W | 44.00' |
| L4 | N 01°31'05" W | 125.00' |
| L5 | N 88°28'55" E | 44.00' |

## EXHIBIT E

PROHIBITED USES

1. any use which is offensive by reason of odor, fumes, dust, smoke, noise or pollution (provided, however that the parties agree that usage of any portion of any Parcel for restaurant and/or fast food purposes does not constitute such an offensive use);

2. any trailer court, junk yard, scrap metal yard or waste material business;

3. any dumping or storage of gravel, dirt, sand or other minerals; provided, however, that reasonable amounts of gravel, dirt, sand or other minerals may be stored for reasonable periods of time of use in (and during the period of) construction of improvements, or following the excavation of ditches or ponds for drainage or other public utility purposes;

4. any sexually oriented business, including, but not limited to, adult bookstore or any facility operated for the purpose of sale, rental or display of motion pictures, disks, video tapes, records or other recordings containing nudity, profane language or sexually oriented matters, adult movie theater, or theater for live performances involving nudity or sexually oriented performances;

5. a rendering plant or slaughter house;

6. a manufacturing or processing plant;

7. a mobile home or trailer park;

8. the drilling for and/or removal of subsurface substances;

9. the primary use of any building as a distillation operation (provided, however, that any micro-brewery/restaurant operation shall, subject to the limitation hereinafter set forth with respect to gross revenues from the sale of alcoholic beverages, be expressly permitted);

10. a mortuary; or

11. a flea market.

In addition, for so long as such leases remain in effect in the Development, the following uses are prohibited by any occupant in the Development other than the tenant/occupant under such lease:

a. CBD Plus: any business (a) that generates more than 10% of its monthly Gross Sales from the sale of CBD products or (b) who displays any signage with "cannabidiol," "CBD," "hemp oil," or any other variation of the like in their store or storefront.
b. Blackrock Coffee: the sale of (a) whole bean or ground coffee beans; (b) espresso -based drinks or coffee-based drinks; (c) tea or tea-based drinks; (d) brewed coffee; (e) energy drinks or (f) blended beverages containing coffee, espresso, and/or energy drinks. This condition shall not apply to (A)) incidental sales of the beverages identified in items (a) through (f) above where the gross sales attributed to such beverages do not exceed fifteen percent (15%) of each such tenant/occupant's gross annual sales from its premises in the center or (B) full service restaurants.

RETURNED AT COUNTER TO:
KRANTI KIRAN REDDY
19939 CHASEWOOD PARK DR
HOUSTON, TX 77070

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laura Richard

Laura Richard, County Clerk
Fort Bend County Texas
September 04, 2019 09:48:14 AM
FEE: $93.00 AS

2019100120

Gmail Tanya Coury <tntbme@gmail.com>

## Phone conference today 12

**Satya Guduru** <satya@integrand.us> Wed, Apr 10, 2024 at 1:11 PM
To: Tanya Coury <tntbme@gmail.com>, Arvind Cheruku <arvind@integrand.us>
Cc: Tim Phelan <tphelan@wallercountyland.com>, "realestatexprt@gmail.com" <realestatexprt@gmail.com>

Tanya, Tim,

I have included two documents that spell out the Restrictions. The only Restriction Added to these two documents will be Pediatric Hospital.

High level:

- Sale of Coffee
- CBD Products
- General Dentist
- Veterinary Care Services
- Animal Boarding or Pet Resorts
- Body20 or Similar Fitness Small Concepts
- Nail / Hair Saloons (We can remove this restriction if needed)
- Pediatric Hospital
- Trailer court, junkyard, scrap metal, or waste material business
- Dumping Yard
- Sexually Oriented business
- Rendering Plant or Slaughterhouse
- Manufacturing or Processing Plant
- Mobile Home or Trailer Park
- Drilling or removal of subsurface substances
- Distillation process with provision to allow microbrewery/restaurant operation based on gross revenues.
- Mortuary
- Flea market

## PART II
## RESTRICTIVE COVENANTS

By acceptance of this conveyance, Grantee agrees, for itself, its successors and assigns, that the Property shall not be used in violation of an exclusive use or restricted use provision of any lease of the Center (as defined below) in existence on the Effective Date of which Grantor has provided detailed written notice to Grantee on or before the Effective Date (each, a "**Restrictive Covenant**"), for a period equal to the greater of (a) twenty (20) years commencing on the Effective Date, and (b) the last day of operation at the Center of a tenant whose lease contains a Restrictive Covenant. For the sake of clarity, the parties acknowledge and agree that the Restrictive Covenants will include restrictions affecting the sale of coffee or CBD products, and the operation of a dental practice, veterinary care services, animal boarding or pet resort services, nail salon services or hair salon services. Grantor, or any party to whom Grantor may assign the rights granted under this Part II (hereinafter referred to in this Part II as "**Declarant**"), and the successors and assigns of Declarant shall have the authority to enforce the aforesaid Restrictive Covenants against any person or persons violating or attempting to violate the same and may enter proceedings at law or in equity to restrain a violation of the Restrictive Covenants and to recover damages for the breach or violation thereof. Declarant and Grantee acknowledge and agree that a violation of the Restrictive Covenants may result in immediate irreparable harm for which monetary damages alone are not adequate. "**Center**" means Katy Parkway Market Place, which is comprised of Unrestricted Reserve A, Unrestricted Reserve B (to be replatted as Unrestricted Reserve B1 and Unrestricted Reserve B2), and Reserve C, Parkway Market, a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded under No. 20200073 in the Fort Bend County Public Records.

Grantor (including its successors and assigns) agrees that no portion of the Center will be used for the operation of a pediatric practice or clinic for so long as Grantee (including its successors and assigns) operates a pediatric practice on the Property.

## EXHIBIT E

PROHIBITED USES

1. any use which is offensive by reason of odor, fumes, dust, smoke, noise or pollution (provided, however that the parties agree that usage of any portion of any Parcel for restaurant and/or fast food purposes does not constitute such an offensive use);

2. any trailer court, junk yard, scrap metal yard or waste material business;

3. any dumping or storage of gravel, dirt, sand or other minerals; provided, however, that reasonable amounts of gravel, dirt, sand or other minerals may be stored for reasonable periods of time of use in (and during the period of) construction of improvements, or following the excavation of ditches or ponds for drainage or other public utility purposes;

4. any sexually oriented business, including, but not limited to, adult bookstore or any facility operated for the purpose of sale, rental or display of motion pictures, disks, video tapes, records or other recordings containing nudity, profane language or sexually oriented matters, adult movie theater, or theater for live performances involving nudity or sexually oriented performances;

5. a rendering plant or slaughter house;

6. a manufacturing or processing plant;

7. a mobile home or trailer park;

8. the drilling for and/or removal of subsurface substances;

9. the primary use of any building as a distillation operation (provided, however, that any micro-brewery/restaurant operation shall, subject to the limitation hereinafter set forth with respect to gross revenues from the sale of alcoholic beverages, be expressly permitted);

10. a mortuary; or

11. a flea market.

In addition, for so long as such leases remain in effect in the Development, the following uses are prohibited by any occupant in the Development other than the tenant/occupant under such lease:

a. CBD Plus: any business (a) that generates more than 10% of its monthly Gross Sales from the sale of CBD products or (b) who displays any signage with "cannabidiol," "CBD," "hemp oil," or any other variation of the like in their store or storefront.
b. Blackrock Coffee: the sale of (a) whole bean or ground coffee beans; (b) espresso -based drinks or coffee-based drinks; (c) tea or tea-based drinks; (d) brewed coffee; (e) energy drinks or (f) blended beverages containing coffee, espresso, and/or energy drinks. This condition shall not apply to (A)) incidental sales of the beverages identified in items (a) through (f) above where the gross sales attributed to such beverages do not exceed fifteen percent (15%) of each such tenant/occupant's gross annual sales from its premises in the center or (B) full service restaurants.

Sincerely,

**Satya Guduru | Partner**

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Integrand

WWW.INTEGRAND.US

*Note: We would like to inform all our customers, partners and tenants that Integrand Developers is re-branding and our email addresses will change to @integrand.us instead of @integranddevelopers.com*

[Quoted text hidden]

**2 attachments**

**Deed.pdf**
316K

**Recorded Declaration 2019100120.PDF**
1882K