

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(RM&P INVESTMENTS, LLC)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made on March 21, 2022, at Brazoria, Brazoria County, Texas, by RM&P INVESTMENTS, LLC, a Texas limited liability company ("Declarant"), with a mailing address of 1911 Dawn Hollow Ln. Katy, Tx. 77494

RECITALS:

WHEREAS, Declarant is the owner of that certain real property located in Brazoria County, Texas, described as follows: Lots 1-5, Block 1, being a replat of a 5.000 acre tract (217,805.82 Sq. Ft.) out of a 38.7667 acre tract (1,688,681.47 Sq. Ft.) out of a 63 acre tract of land in the Eastern Part of the Ramiddle Half of the C.G.H. and H.H. Allsbury One and One-Half League Grant, Abstract 4, Brazoria, County, Texas; said 63 acre tract being described as second tract in a deed from J. L. Ducroz and wife, Ella Ducroz, to Charlie Ducroz as recorded in volume 571, page 574 of the Deed Records of Brazoria County, Texas and the 8158.33 sq. ft. tract of land ("Lot 6") on the river side of the private access road easement out of the same 38.7667 tract referenced above.

WHEREAS, Declarant has devised a general plan for the Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period;

WHEREAS, this general plan will protect, enhance and benefit the Property in general, the parcels and lots that constitutes the Property, the Declarant, and each successive owner of an interest in the Property;

WHEREAS, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan;

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions:

ARTICLE I DEFINITIONS

1.01 "**Common Area**" means all real property, including improvements located thereon, designated by the Declarant or conveyed to the Association (as defined hereinbelow) by plat dedication or otherwise and held for the benefit of, common use and enjoyment of the Owners, including, without limitation that certain real property

delineated in the Common Area Agreement recorded under file number _____ of the real property records of Brazoria, Brazoria County, Texas, and excluding only those areas dedicated to and accepted by any public authority.

1.02 **"Developer"** means the Declarant and its successors and assigns.

1.03 **"Dwelling"** means a single family dwelling.

1.04 **"Homeowner's Association" or "Association"** has the meaning set forth in Article III hereinbelow.

1.05 **"Lot"** means lots 1-6 set forth in the above legal description on which there is or will be built a single family dwelling.

1.06 **"Owner"** means the record owner or owners of the fee simple title to any Lot or pair of lots on which there is or will be built a Dwelling. "Owner" includes contract sellers but excludes persons having only a security interest. "Owners" means more than one Owner.

ARTICLE II **USE RESTRICTIONS**

2.01 **Residential Use Only.** All Lots shall be used for single-family residential purposes only. Single family use consists of use as a Dwelling by one person or by two or more natural persons who are related by marriage or kinship or by not more than four natural persons who are not related by marriage or kinship. However, Developer, as well as any other person engaged in the construction and sale of Dwellings on the Property, shall have the right, during the construction and sales period, to use the facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling Dwellings on the Property.

2.02 **Type of Buildings Permitted; Building Set Backs.** No residence shall be erected, altered, or permitted on any Lot other than one detached single-family Dwelling, with a private garage for at least one automobile. All structures must be set back a minimum of fifty feet (50') from the river and five feet (5') from side property lines. However, Developer, as well as any other person engaged in the construction and sale of Dwellings on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling Dwellings and/or Lots, including, but not limited to, offices and storage areas.

2.03 **Design, Minimum Floor Area, and Exterior Walls.** Any Dwelling constructed on a Lot must have a floor area of not less than 1400 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, and garages.

2.04 **Resubdivision.** No Owner or any other person may further divide or subdivide any Lot. No easement or other interest therein less than the whole may be conveyed by the Owner of any Lot without the prior written consent of the Association; provided, however, that Declarant may convey an easement or other interest less than the whole, all without the consent of the Association.

2.05 **Parking/Storage of Vehicles/Guest Parking.** No boat, boat riggings, trailers, camping units, buses, trucks, recreational vehicles, inoperative automobiles or inoperative vehicles of any kind, self-propelled or towable equipment and machinery, or other similar items of transport, shall be parked, kept or stored on any part of the Property, including, but not being limited to, parking lots, driveways, and access roads, or on any public street, right-of-way or easement adjacent to or abutting any part of the Property, for a period of time in excess of fourteen (14) days, unless enclosed in a garage. All guests of any Owner shall park only in the following areas: in the Owner's garage or on the streets. Notwithstanding any provision to the contrary, no guest shall be allowed to park on the streets for more than three (3) consecutive days. This restriction shall not apply to automobiles and 1 ton pick-up trucks or smaller, which are in good repair and attractive condition and which bear current and valid inspection and registration stickers.

2.06 **Dumping Ground Prohibited.** No rubbish, junk, wrecked, old or inoperable vehicles or debris of any kind shall be placed or permitted to accumulate upon any Lot and no odors shall be permitted to arise therefrom so as to render the Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other part of the Property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered sanitary containers.

2.07 **Prohibition on Business Activities.** No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot or in any Dwelling.

2.08 **Residential Responsibilities.** An Owner of any Lot shall:

- (a) Remove or cause to be removed seasonal and holiday decoration within fifteen (15) days after such seasonal celebration or other holiday and shall not display such decoration more than thirty (30) days prior to such seasonal celebration or holiday, unless otherwise consented to by the Board;
- (b) Not install or cause to be installed window treatments that are visible from the exterior of the Owner's Dwelling that are not of a neutral color;
- (c) Maintain (mowed and edged) all yards on the river side of the private access road once a month from November to February and twice a month from March to October;

(d) Maintain (mowed and edged) all yards on the side opposite of the river once every two months from November to February and once a month from March to October.

(e) Maintain the exterior of the Owner's Dwelling, both structurally and aesthetically, in a manner consistent with the standards of the Property generally.

2.09 **Animals.** Owners are permitted to have up to 3 horses, goats, cows or similar livestock (a maximum of 3 total animals) provided such livestock are fenced on the side of any Lot opposite the river and provided their presence does not constitute a nuisance to the other Owners. An Owner keeping any livestock is responsible for the costs of any damages done to any other Owners property (real or personal) by their livestock. Owners are permitted to have two (2) dogs or two (2) cats or a combination of three (3) pets per Dwelling unless approved by a majority of the Owners and shall be kept indoors, in a cage, on a leash or behind a fence, subject to the limitations set forth herein.

2.10 **Signs.** No Owner shall place or permit to be placed any sign, billboard, poster, or advertising device of any character on or around the Owner's Dwelling or any part of the Property other than a single one and one half foot (1½') by two foot (2') sign identifying a Dwelling for sale or lease.

2.11 **Leasing.** An Owner may lease their Dwelling on a daily, weekly, monthly or annual basis provided that such lease is in writing and expressly sets forth that such lease is subject to all terms and provisions and conditions set forth in this Declaration, and provides that failure of the lessee to comply with the terms, provisions and conditions set forth in this Declaration shall be a default under the terms of such lease.

2.12 **Other Buildings.** A storage shed or barn is permitted but must be positioned no closer than fifty feet (50') from the water and no closer than five feet (5') from the Lot property line. No permanent structure, other than the residence shall exceed twelve feet (12') in height on the river side of the private road. No height restriction is placed on the barn or shed that is place on the lot opposite the river side of the private road. No other structure of a temporary character shall be placed on any part of the Property. Including the Dwelling, no more than two (2) independent structures may be placed on a single Lot on the river side of the private access road and no more than three (3) structures can be placed on an entire Lot. Further, no Dwelling or any part thereof shall be moved upon any part of the Property from another location. However, during the construction and sales period of the Dwellings, the Declarant may erect and maintain such temporary structures on any part of the Property, including but without limitation, a temporary office building, storage areas, signs sales offices and/or construction offices.

2.13 **Boat Houses; Piers.** A boat house may not be constructed closer than ten feet (10') to an Owner's Lot line and the boat house roof or deck may not exceed sixteen feet (16') in height above the top of the Owner's bulkhead. A pier may not be constructed

closer than five feet (10') to an Owner's Lot line extended on the same plane into the river.

2.14 Fences/Walls. All fences if installed must be black coated iron fences five feet (5') in height with vertical bars. The fence must have a single top and bottom bar and spindles must terminate at the top and bottom bar. Puppy bars are permitted but not required. Fences must not extend into the private access road. No fence shall ever be permitted to be constructed or remain in the front of any Dwelling situated on any part of the Property other than fences erected or placed on the Property by Declarant, its agents or assigns, as a result of the construction of the original improvements upon the Property.

2.15 Electrical Lines. All electrical lines from the main at the private road must be run underground to all structures and meter poles other than those intended for temporary meters being used for construction purposes. A construction meter cannot be used for longer than one (1) year.

2.16 Air Conditioning Units. No window or wall type air conditioning unit shall be permitted to be used, erected, placed or maintained on or in any Dwelling or other improvements that may be on the Property.

2.17 Insurance Risks. Nothing shall be done or kept in any Dwelling or any other part of the Property, which will create a risk of fire, explosion, smoke or water damage or similar risk, hazard, or peril. No Owner shall permit anything to be done or kept upon the Owner's Dwelling which will result in the cancellation of the insurance on any building or structure situated on any part of the Property, including the contents thereof, or which will be in violation of any law, ordinance or regulation of any federal, state or local governmental authority.

ARTICLE III **HOMEOWNER'S ASSOCIATION**

3.01 Creation; Deadlock. The Owners shall create a homeowners association (the "Association") within a time frame designated by the Owners. Once the Association is created, the Owners shall constitute the Association. Each Owner of a Lot, including the Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a property. Ownership of any Lot is the sole criterion for membership in the Association. In the event of a deadlock among the Owners, the President of the Association shall act as tie-breaker.

3.02 Transfer of Membership. Association membership can be transferred to the grantee of a conveyance of a property in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

3.03 Management of Association. The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by a Board of Directors (the "Board") and shall be composed of three (3) different Owners.

3.04 Membership Voting, Elections, and Meetings. There shall be one (1) vote for each Dwelling. There shall be at least one (1) meeting of the members each year. At that meeting, the Owners shall elect a Board to vote on any other matters the Board chooses to place before the members, and discuss any matter of Association business that the Board or any Owner of Property wishes to bring before the entire members.

3.05 Duties and Powers of Board. The Association shall have the following powers and duties through the Board:

- (a) To adopt rules and regulations to implement the terms and conditions of this Declaration and the Association's bylaws;
- (b) To enforce this Declaration, the bylaws, and its rules and regulations;
- (c) To delegate its powers to committees, officers, or employees;
- (d) To prepare a balance sheet and operating income statement for the Association and deliver a report to the members at its annual meeting;
- (e) To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner of a property, expressly excluding Developer;
- (f) To establish and collect special assessments for capital improvements or other purposes;
- (g) To file liens against Owners because of nonpayment of assessments duly levied and to foreclose on those liens;
- (h) To give reasonable notice to all Owners of all meetings of the members and all discipline hearings;
- (i) To hold regular meetings of the Board at least quarterly;
- (j) To manage and maintain any Common Areas including, without limitation, the right of way at the front entrance, the front gate, all landscaping, and all other areas not under the footprint of the Dwellings;
- (k) To manage and maintain the dog park in the Common Areas used by the Owners;

- (l) To pay the costs of any liability insurance and fire insurance on the Common Areas and any liability insurance for members of the Board, as applicable.

ARTICLE IV **COMMON AREA**

4.01 **Use of Common Area.** Each Owner shall have access to and be entitled to use the Common Area, subject to the terms and conditions of this Declaration and any rules, regulations, or fees adopted by the Association for the use of the Common Area by the Owners.

4.02 **Common Area Rules and Regulations.** The Association will adopt reasonable rules and regulations concerning the use of the Common Area. The Board shall adopt a rule and regulation (the "Use Rule") which will require the Owners to comply and abide by the rules and regulations adopted by the Association. The Board shall address any Owners violation of the Use Rule and collect any fines associated therewith in the same manner and utilizing the same procedures used to address violations of other rules and regulations adopted by the Association. In the event a fine is collected due to a violation of a Use Rule, such fine must be remitted to the Association. Nothing set forth in this Section shall act to waive or abrogate the Association's right to pursue a cause of action against any party to recover sums due for damages or injunctive relief or both, as a result of destruction or damage to any portion of the Common Area.

4.03 **Common Area Maintenance; Fees.** The Association shall maintain the right of way at the front entrance, the front gate, all landscaping, and all other areas not under the footprint of the Dwellings. All fees associated with the Common Area maintenance shall be paid by the Owners pro-rata to the Association as part of its monthly assessments or in accordance with the Association's bylaws.

4.04 **Front Gate.** All expenses related to the maintenance, repairs and improvements to the front gate must be voted on by all the Owners and the consent of a majority of the Owners is required to authorize any expense. If there is a deadlock among the Owners, the President of the Association shall act as tie-breaker.

4.05 **Association with Common Area Agreement.** It is acknowledged and agreed that the Common Area Agreement previously recorded for the Property under file number _____ of the real property records of Brazoria, Brazoria County, Texas has been incorporated in this Declaration, but should there be any conflict, this Declaration shall control.

ARTICLE V **EASEMENTS**

5.01 **Private Road Access Easement.** Declarant shall designate an easement over, on, and across Lots 1-4 and "Lot 6" to County Road 469 for the purpose of

providing a private access road, which shall be further delineated in that certain Easement Agreement for Access filed of record in the real property records of Brazoria, Brazoria County, Texas. Upon such filing, the access easement shall be incorporated herein for all purposes.

5.02 Prior Conditions. Title conveyed to any Lot (and Dwelling, as applicable) by Declarant shall be subject to any valid and pre-existing easements affecting same for roadways or other rights-of-way, drainage, water, gas, sanitary sewer, storm sewer, electric power fences or other similar improvements, telegraph or telephone equipment and utility poles. Conveyances of Lots (and Dwelling, as applicable) by Declarant shall convey no interest whatsoever in any pipes, lines, poles or conduits, or in any utility facility or appurtenances thereto, constructed by the owners of any easements or their agents, through, upon, above, or under the portion of the Property affected thereby.

5.03 Non-Liability. Declarant or any utility company or governmental body using the above referenced easements shall not be liable for any damage done by them or their agents, employees, servants, successors, or assigns, to fences, shrubbery, trees or flowers or other improvements or personality situated above, upon or under the Property covered by any such easement.

5.04 OWNERS WILL NOT ERECT ANY OBSTRUCTION OF ANY EASEMENT WHICH WOULD CAUSE THE INGRESS AND EGRESS TO BE HINDERED IN ANY WAY. THE OWNERS WILL HAVE THE RIGHT TO REMOVE ANY OBSTRUCTION THAT MAY BE PLACED UPON SUCH EASEMENT AREA AND SHALL NOT BE RESPONSIBLE FOR DAMAGE DONE TO ANY SHRUBBERY, FENCE, IMPROVEMENT OR OTHER OBSTRUCTION PLACED WITHIN THE BOUNDARIES OF THE EASEMENT AREA.

5.05 Utilities Dedication. Declarant expressly reserves the right to designate and dedicate easements over, under and across any portion of the Property for the installation and maintenance of utility and drainage facilities. Such right to dedicate and designate easements shall automatically terminate upon the sale by Declarant or its successor or assigns of all the Property to purchasers for their own residential use. Right of use for installation, operation, maintenance, repair or removal of any facilities therein, together with the right to remove any obstruction that may be placed upon such easement shall be held solely by the easement owner. No easement owner shall be responsible for damage done to any shrubbery, fence, improvement, or other obstruction placed within the boundaries of the easement.

5.06 Reservation During Construction. Declarant hereby reserves onto itself, its agents, employees, servants, successors and assigns, the temporary rights of ingress and egress, on, over, in, and across the Property together with materials and equipment in order to complete the construction of all improvements upon the Property. The rights granted in this Section 5.06 shall terminate upon the date that all construction on the Property is completed.

ARTICLE VI
APPROVAL OF BUILDING PLANS

6.01 **General.** Except for construction or alterations by the Declarant, no building structure or other improvements shall be constructed, reconstructed, altered or placed on the exterior of any Dwelling, Lot or any part thereof, without the prior written consent of the Board. After the last Dwelling has been constructed, the Board's consent shall be required to approve all quality of materials, structural soundness, harmony of exterior design and color with existing structures, location with respect to building setback lines, topography and finished ground elevation and as to compliance with the minimum construction standards described herein. Further, no building structure or other improvements, now existing or herein after constructed on any part of the Property, shall ever be repaired or re-painted unless and until the plans for such painting have been previously approved in writing by the Board as to quality of materials, and uniformity and harmony with the existing exterior color schemes. Notwithstanding anything herein to the contrary, any approved construction, reconstruction, or alteration shall meet or exceed the standards of quality of materials and workmanship utilized and incorporated by Declarant, its agents and employees, in the construction of the original buildings, structures, and other improvements upon the Dwellings and Lots.

6.02 **Notice.** Written notice of such proposed construction shall be given by the person seeking such approval (the "Applicant") to the Board at least twenty one (21) days prior to the commencement of construction, via either hand delivery or certified mail, return, receipt requested to the last known address of any member of the Board. Such notice shall state that all plans, specifications, schedule of building materials, plot plan and other pertinent information are available for inspection during normal business hours, and shall further state the street address at which such documents may be inspected.

6.03 **Board Acceptance/Rejection.** No later than twenty one (21) days after foregoing notice of proposed construction has been delivered to the Board, the Board shall either accept or reject the Applicant's proposed plans, which shall not be unreasonably withheld, conditioned or delayed. In the event of any rejection, the Board shall provide reasons detailing the basis for such rejection. In the event the Board does not respond within the foregoing twenty one (21) day period, the Applicant's proposed plan shall be deemed to have been approved by the Board.

6.04 **Casualty.** In the event an Owner's Dwelling is damaged or destroyed by fire or other casualty, such Owner shall take immediate and necessary action to remove all debris, damaged material, etc., from the Dwelling and Lot. In the event the Owner repairs or rebuilds the Owner's Dwelling according to the original plans and specifications, no approvals shall be required by the Board. However, in the event the

Owner desires to repair or rebuild the Dwelling other than in accordance with the original plan and specifications, then the Owner shall submit such plans, specifications and other pertinent information to the Board for approval in accordance with this Article VI. The Owner shall use due diligence in construction, reconstructing, making repairs or alterations on account of such fire or other casualty damage. Upon the initial sale and funding of a Dwelling, the Declarant shall deliver a complete set of plans to the purchasing Owner within a reasonable period of time.

6.05 Board Consent Not Required. Notwithstanding anything contained in this Declaration to the contrary, an Owner shall not be required to obtain the Board's consent so long as the following guidelines are met with respect to any modification, alteration or repair of the Dwelling:

(a) **Exterior Lighting.** Additional exterior lighting shall not be of a wattage of lumen count which will affect neighboring Dwellings. Exterior decorative lights, security lights or floodlights must be aimed so as not to shine onto any neighboring Dwellings or Lots. Security, mercury vapor or fluorescent lights, must be attached to the back or side of the Dwelling. Gas or electric post lights may be in front or back of the Dwelling, as applicable. Such lights must be no taller than eight feet (8') in height and the illumination must be a low wattage. The color of the post shall be selected to compliment or harmonize with the colors of the other materials on the Dwelling.

(b) **Exterior Painting.** Each Dwelling should maintain substantially the same color as originally painted or stained. Front doors should be maintained as herein stated above.

(c) **Solar Panels/Screens/Film.** Solar panels must be unobtrusive and blend with the roof shingle color. Parabolic solar collectors must be mounted so as to be flushed with the roof. Solar panel frames should be bronze or black in color in order to best blend in with the shingles. All unfinished aluminum must be painted in color of the roof shingles. No solar panel shall be mounted so that it extends above the roof line. Solar panels shall not be visible from the street. No solar panels shall be mounted on stands. Solar screens may be used on windows only if they blend with the brick and roof color. Solar window films must be non-reflective type. This Section 6.05 (c) shall be subject to Section 202.010 of the Texas Property Code (the "Code") and in the event of any conflict between this Section and the Code, the Code shall control for all intent and purposes.

(d) **Storm Windows and Storm Doors.** The frames of storm windows and storm doors must be of a color compatible with the Dwelling's exterior colors and/or general use and appearance of the Dwelling. All

storm doors must be a full glass door. No screen doors are allowed on the side of any Dwelling that is viewable from the street of such Dwelling.

(e) **Roof Materials.** The roof material of any Dwelling must be substantially the same as the materials and color as originally constructed.

(f) **Flag Poles.** Flag Poles may be erected on any Lot or Dwelling by the Owner; however, the maximum height of the flag pole shall not exceed the maximum height of the Owner's Dwelling or, if attached to the Dwelling, the maximum height of the flag pole shall not exceed six feet (6'). Flag Poles and attachments thereon shall be maintained and replaced in accordance with Section 2.08 (d) of this Declaration. This Section 6.05 (f) shall be subject to Section 202.012 of the Texas Property Code, 4 U.S.C. Sections 5-10, and Chapter 3100 of the Texas Government Code (the "Statutes") and in the event of any conflict between this Section and the Statutes, the Statutes shall control for all intent and purposes.

ARTICLE VII

GENERAL PROVISIONS

7.01 **Enforcement.** The Developer, any Owner or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

7.02 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

7.03 **Covenants Running With the Land.** The easement, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. The easement, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

7.04 **Duration and Amendment.** The covenants, conditions, restrictions and reservations of this Declaration shall be effective for a term of fifty (50) years from the date this Declaration is recorded, after which period the covenants, conditions and restrictions shall be automatically extended for successive period of Ten (10) years subject to termination by an instrument signed by more than Fifty Percent (50%) of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than Seventy Five Percent (75%) of the Owners. Neither any Declaration nor any termination shall be effective until recorded in the Deed

Records of Brazoria County, Texas, and all requisite governmental approvals, if any, have been obtained. Declarant reserves the right, at any time and from time to time, without the joinder or consent of any Owners of Lots or properties or any Association or mortgagee, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for resolving or clarifying any ambiguities or conflicts in this Declaration, or correcting any inadvertent misstatements, errors or omissions in this Declaration, or to comply with the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration or Federal Housing Administration provided that no such Declaration shall change the vested property rights of any Owner.

7.05 **Attorneys' Fees.** If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

7.06 **Breach of Conditions.** No breach of any of the conditions contained in this Declaration shall defeat or render invalid the lien of any mortgage made in good faith or for value as to the Property or any Lot; provided, however, that such condition shall be binding on any Owner whose title is acquired by foreclosure, trustee sale, or otherwise.

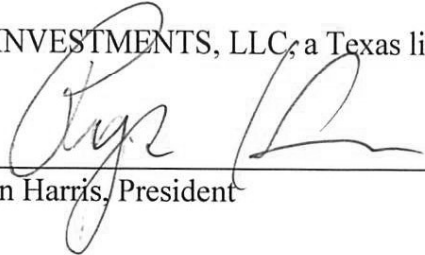
7.07 **Lien Subordinated.** Any assessments, charges or liens in favor of the Association shall be subordinate to purchase money mortgage liens or liens for the construction of improvements on a Lot or the Property.

7.08 **Liberal Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

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EXECUTED by the Declarant as of the date first above written.

RM&P INVESTMENTS, LLC, a Texas limited liability company

By: 
Ryan Harris, President

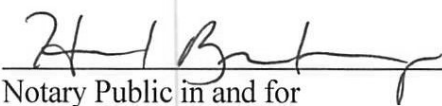
THE STATE OF TEXAS

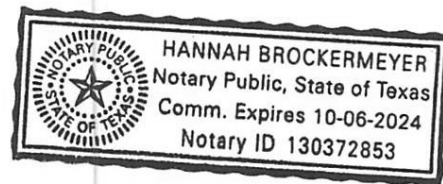
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COUNTY OF BRAZORIA

This instrument was acknowledged before me on March 21, 2022, by Ryan Harris, as President of RM&P Investments, LLC, on behalf of said company.

[SEAL]


Notary Public in and for
The State of Texas



After recording, please return to:

Murphy & Vickers, PC
14201 Memorial Drive
Houston, Texas 77079