



Laura Richard

Laura Richard, County Clerk

Fort Bend County Texas

Pages: 5

Fee: \$ 29.00

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter "Declaration") is made by **MHI PARTNERSHIP, LTD.** (hereinafter "Declarant"), a Texas limited partnership, as follows:

RECITALS

- A. Property Address: 2606 Rainflower Meadow Lane
Katy, Texas 77494
(hereinafter "Property" consisting of the real property and all improvements thereon).
- B. Buyers(s): Olushola Haastrup
(hereinafter "Buyer" whether one or more).
- C. Legal Description: 2606 Rainflower Meadow Lane Katy, Texas 77494
Lot 30, Block 1, Avalon at Spring Green, Section 3, Fort Bend County, Texas
(include applicable lot, block, subdivision, section and county).
- D. Closing Date: October 22, 2019
(hereinafter "Closing Date").
- E. On the Closing Date, Declarant sold and conveyed the Property to Buyer.
- F. The contract through which Buyer purchased the Property from Declarant ("Contract") contains the arbitration provisions set forth in Exhibit A attached hereto, which shall run with the land.
- G. Declarant makes this Declaration for the purpose of subjecting the Property to one or more restrictive covenants as more particularly described below. Buyer joins herein to evidence Buyer's acceptance of the Property subject to this Declaration and Buyer's agreement to the terms and conditions hereof.

NOW, THEREFORE, Declarant hereby subjects the Property to certain covenants, conditions and restrictions as more particularly described below.

DECLARATION

1. **Recitals.** The Recitals set forth above are incorporated herein as a substantive part of this Declaration.
2. **Arbitration.** The Contract contains the arbitration provisions set forth in Exhibit A hereof, which are incorporated herein as a substantive part of this Declaration:
3. **Applicability.** Buyer and Buyer's successors and assigns, and any future owner or occupier of the Property, shall be bound by the terms and conditions of the arbitration provisions set forth in Exhibit A and all references to "Buyer" in such arbitration provisions shall apply equally to the Buyer(s) named herein, together with Buyer's successors and assigns, and any future owner or occupier of the Property.
4. **Term.** This Declaration shall have a term of fifteen (15) years commencing on the Closing Date after which time it shall automatically expire in accordance with arbitration provisions recited Exhibit A. Notwithstanding the foregoing, if Declarant becomes the owner of the Property, this Declaration shall terminate and be of no further force or effect as to Declarant or the Property.