

DECLARATION OF CONDOMINIUM

FOR

MASON BUSINESS PARK

a commercial condominium development in Harris County, Texas

This DECLARATION OF CONDOMINIUM FOR MASON BUSINESS PARK (“**Declaration**”) is made on March 27, 2025, by JAMMS REAL ESTATE LLC, a Texas limited liability company (“**JAMMS**”), MASON FORGE LLC, a Texas limited liability company (“**Mason Forge**”), and RGQ DEVELOPMENTS LLC, a Texas limited liability company (“**RGQ**”), and (collectively, “**Declarant**”), whose mailing address for purposes of this Declaration is 4200 Research Forest Drive, Suite 196, The Woodlands, Texas, 77381.

RECITALS

WHEREAS, JAMMS is the owner of all of the real property, including the land, all improvements and structures on the real property, and all easements, rights, and appurtenances belonging to such real property which are located in Harris County, Texas, and more particularly described by metes and bounds in the attached **Exhibit “A”**, and made a part hereof for all intents and purposes (“**JAMMS Property**”);

WHEREAS, Mason Forge is the owner of all of the real property, including the land, all improvements and structures on the real property, and all easements, rights, and appurtenances belonging to the real property which is located in Harris County, Texas, and more particularly described by metes and bounds in the attached **Exhibit “B”**, and made a part hereof for all intents and purposes (“**Mason Forge Property**”);

WHEREAS, RGQ is the owner of all of the real property, including the land, all improvements and structures on the real property, and all easements, rights, and appurtenances belonging to the real property which is located in Harris County, Texas, and more particularly described by metes and bounds in the attached **Exhibit “C”**, and made a part hereof for all intents and purposes (“**RGQ Property**”);

WHEREAS, the Condominium Project (as defined below) is subject to the easements and other matters of record set forth in the attached as **Exhibit “D”** to this Declaration, and made a part hereof for all intents and purposes, and to any other easements and licenses set forth in this Declaration (collectively, “**Encumbrances**”);

WHEREAS, Declarant submits the Property to become a condominium regime established by the Texas Uniform Condominium Act, which is codified in Chapter 82 of the Texas Property Code, and does hereby adopt, establish, promulgate, and impress this Declaration upon such Condominium;

WHEREAS, Declarant intends and desires to establish by this Declaration a plan of

ownership for the Condominium Project, which ownership will be "condominium" ownership as defined and provided for by the Texas Uniform Condominium Act;

WHEREAS, said plan of condominium ownership will consist of seven (7) buildings, consisting of one (1) story for each building, and each one-story building containing four (4) or five (5) commercial units, and other areas;

WHEREAS, Declarant intends to impose on the Condominium Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units, and Declarant further intends, in accordance with the terms set forth herein, the Owners will govern the Condominium Project by means of an organization of Owners (as defined below), as more particularly set forth herein;

WHEREAS, the Units and other areas of the Condominium Project are more particularly described in the Plans (as defined below) attached as Exhibit "E" to this Declaration, and made a part hereof for all intents and purposes; and,

WHEREAS, Declarant declares the Condominium Project is and will be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Condominium Project and the division of the Condominium Project into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Condominium Project and every part of thereof, and all of the covenants, conditions, and restrictions will run with the Condominium Project and will be binding on all parties having or acquiring any right, title or interest in or on any part thereof and will be for the benefit of each Owner or any interest in the Condominium Project and will inure to the benefit of and be binding on each assignee or successor in interest of each respective Owner.

NOW THEREFORE, in order to carry out a uniform plan for the improvement, development, maintenance, sale, and use of the Condominium Project, as herein defined, it is hereby declared the Condominium Project will be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, charges, and liens (collectively, "**Covenants and Restrictions**"), all of which are for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Condominium Project. The Covenants and Restrictions will run with the Property and/or the Condominium Project and will be binding upon all parties having or acquiring any right, title or interest in said Property and/or the Condominium Project, or any part thereof, and their heirs, predecessors, successors, and assigns, and will inure to the benefit of each Owner thereof.

ARTICLE I.

SUBMISSION OF PROPERTY

Section 1.1. Submission of Real Estate. Declarant, owner in fee simple of the Property (as defined below), hereby submits the real estate, together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon, to the

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provisions of the Act. If the Act is repealed, then the Act on the effective date of this Declaration will remain applicable. Declarant further declares all of the Property and/or the Condominium Project will be held or sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, uses, limitations, and obligations which are for the purpose of protecting the value and desirability of, and which will run with, the Property and/or the Condominium Project and will be binding on all parties having any right, title, or interest in the Property and/or the Condominium Project, or any part thereof, and their heirs, legal representatives, successors, and assigns, and will inure to the benefit of each Owner.

ARTICLE II.

DEFINITIONS

When used in this Declaration, the words set forth below will have the following meanings:

Section 2.1. Act. "Act" means the Texas Uniform Condominium Act (Chapter 82, Texas Property Code), as it presently exists and as may hereafter be amended.

Section 2.2. Allocated Interest. "Allocated Interest" means the undivided interest in the Common Elements, the Common Expenses Liability, and votes in the Association allocated to each Unit.

Section 2.3. Appointed Board. "Appointed Board" has the meaning set forth in Section 16.5 of this Declaration.

Section 2.4. Assessment. "Assessment" means, singularly or collectively as the context indicates, Regular Assessments (as defined below), Special Assessments (as defined below), Reserve Assessments (as defined below), Common Expenses (as defined below), dues, fees, charges, interest, late fees, fines, collection costs, attorney's fees, and any other amount or sums due to the Association (as defined below) by the Owner (as defined below) or levied against a Unit (as defined below) or an Owner by the Association.

Section 2.5. Association. "Association" means Mason Business Park Condominium Owners' Association, Inc., a Texas non-profit corporation, and the Association's successors and assigns.

Section 2.6. Board. "Board" means the Board of Directors of Mason Business Park Condominium Owners' Association, Inc.

Section 2.7. Budget. "Budget" means a written itemized estimate of the expenses to be incurred by the Association in performing the Association's functions under this Declaration and prepared pursuant to Article XVII of this Declaration entitled "Common Expenses."

Section 2.8. Buildings. "Buildings" mean the buildings and all appurtenant improvements now or hereafter placed on the Land. The location of the buildings are more particularly described on the plat or survey attached hereto and included as a part of Exhibit "E". If any real property is added to the Condominium Project, then the term "Buildings" includes any

buildings and improvements constructed on such additional real property.

Section 2.9. Bylaws. “Bylaws” means the Bylaws of Mason Business Park Condominium Owners’ Association, Inc.

Section 2.10. Certificate. “Certificate” means the Certificate of Formation of the Association filed with the Texas Secretary of State of Texas, as amended from time to time.

Section 2.11. Common Elements. “Common Elements” means all portions of the Condominium Project, other than the Units, and includes both General Common Elements and Limited Common Elements.

Section 2.12. Common Expenses. “Common Expenses” means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

Section 2.13. Common Expenses Liability. “Common Expenses Liability” means the liability for Common Expenses allocated to each Unit.

Section 2.14. Condominium Project. “Condominium Project” means the Land, the Buildings, and all other improvements erected upon and rights appurtenant to the Land and all improvements thereof. The legal rights and duties of ownership, use, and administration created by the terms of the Act, this Declaration, the Bylaws, and the Rules and Regulations are also a part of the Condominium Project.

Section 2.15. Covenants and Restrictions. “Covenants and Restrictions” has the meaning set forth in the introductory paragraph set forth before Article I.

Section 2.16. Custom Design Criteria. “Custom Design Criteria” means, as the same may be amended or modified from time to time in accordance with this Declaration, promulgated by the Board, for custom modifications made to one or more Units from time to time by one or more Owners.

Section 2.17. Declarant. “Declarant” means, collectively, JAMMS, Mason Forge, and, RGQ, and Declarant’s successors and assigns, singularly and/or collectively, as designated in writing and by recorded in the Official Public Records of Harris County, Texas by Declarant.

Section 2.18. Declaration. “Declaration” means this Declaration of Condominium for Mason Business Park, and any supplements and/or amendments thereto, recorded in the Condominium Records of Harris County, Texas.

Section 2.19. Development Right. “Development Right” has the meaning set forth in Section 15.2 of this Declaration.

Section 2.20. Encumbrances. “Encumbrances” has the meaning set forth in Paragraph 2 of the Recitals to this Declaration.

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COUNTY CLERK, HARRIS COUNTY, TEXAS
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Section 2.21. First Sale Date. “First Sale Date” has the meaning set forth in Section 17.2 of this Declaration.

Section 2.22. General Common Elements. “General Common Elements” means Common Elements which are not Limited Common Elements.

Section 2.23. Governing Documents. “Governing Documents” means the collective reference to those documents which govern the operation of the Association, including, but not limited to: (a) the Certificate; (b) the Bylaws; (c) the Rules and Regulations; (d) the Plat; and, (e) this Declaration, as one or more of the same may be amended from time to time.

Section 2.24. Land. “Land” means the real property tracts described in Exhibit “A”, Exhibit “B”, and Exhibit “C”, all of which are located in Harris County, Texas.

Section 2.25. Licensed Contractor. “Licensed Contractor” has the meaning set forth in Section 26.1 of this Declaration.

Section 2.26. Limited Common Elements. “Limited Common Elements” means the shutters, awnings, window boxes, doorsteps, porches, balconies, patios and exterior doors and windows or other fixtures designed to serve a single unit, but located outside each Unit’s boundaries. Limited Common Elements also means: (a) that portion of any chute, flue, duct, wire, conduit, bearing column or any other fixture which is partially within and partially outside the designated boundaries of a Unit which serves only that Unit; and, (b) any portion of the Common Elements reserved for the exclusive use of an Owner pursuant to Article VI of this Declaration.

Section 2.27. Member or Members. “Member” or “Members” means an Owner or all Owners who are members of the Association as provided in Article XVI of this Declaration.

Section 2.28. Member in Good Standing. “Member in Good Standing” means Declarant and: (a) a Member other than Declarant, who is not delinquent in the payment of any Common Expense Liability or Assessment levied by the Association against such Member’s Unit, or any interest, late charges, costs or reasonable attorney’s fees added to such Common Expense Liability or Assessment under the provisions of this Declaration or as provided by law; (b) a Member other than Declarant who does not have any condition in such Member’s Unit or the Common Elements which violates any provision of the Governing Documents which has progressed to the stage of a certified demand for compliance by the Association, or beyond, and which remains unresolved as of the date of determination of such Member’s standing; and, (c) a Member other than Declarant who has not failed to comply with all terms of a judgment obtained against such Member by the Association, including the payment of all sums due to the Association by virtue of such judgment. A Member who is not in good standing is not entitled to vote at any meeting of the Members of the Association. No formal action by the Board to suspend the voting rights of a Member who is not in good standing is required. Further, a Member who is not in good standing may also have such Member’s all other rights under the Governing Documents suspended by the Association in accordance with all applicable law until such violation is cured.

Section 2.29. Mortgage. “Mortgage” means a security interest, mortgage, deed of trust or

lien instrument granted by an Owner to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of Harris County, Texas, and creating a purchase money lien or security interest encumbering a unit.

Section 2.30. Mortgagee. “Mortgagee” means the person or entity who holds a Mortgage.

Section 2.31. Occupants. “Occupants” means any person, firm or other legal entity with a legal right to occupy all or any portion of any Unit or Common Elements on a day-to-day basis, whether such occupancy right is by lease, license or rental agreement, building ownership or other arrangement with the Owner of such Unit.

Section 2.32. Open Parking Spaces. “Open Parking Spaces” has the meaning set forth in Section 25.1.11 of this Declaration.

Section 2.33. Original Notice. “Original Notice” has the meaning set forth in Section 25.1.2 of this Declaration.

Section 2.34. Owner. “Owner” means a person, firm, corporation, partnership, association, trust, fiduciary or other legal entity, or any combination thereof, who owns a Unit or Units within the Condominium Project, and will include Declarant so long as Declarant owns a Unit, but will exclude those having an interest in a Unit merely as security for the performance of an obligation. An Owner, subject to the provisions hereof, will have exclusive ownership of such Owner’s Unit and an undivided interest in the Common Elements.

Section 2.35. Plans. “Plans” means and will include the dimensional drawings which horizontally and vertically identify or describe the Units and Common Elements which are contained in the Buildings and any other drawings or diagrammatic plans depicting a part or all of the improvements, same being filed herewith consisting of the pages attached as Exhibit “E”.

Section 2.36. Plat. “Plat” means the surveys attached hereto as a part of Exhibit “E”, together with the Plans.

Section 2.37. Property. “Property” has the meaning set forth in Paragraph 1 of the Recitals to this Declaration.

Section 2.38. Regular Assessments. “Regular Assessments” has the meaning set forth in Section 17.4 of this Declaration.

Section 2.39. Reserve Assessments. “Reserve Assessments” has the meaning set forth in Section 17.5 of this Declaration.

Section 2.40. Rules and Regulations. “Rules and Regulations” means any reasonable rules and regulations adopted and published by the Board regulating the use, maintenance, repair, replacement, modification, and/or appearance of the Units and the Common Elements.

Section 2.41. Special Assessments. “Special Assessments” has the meaning set forth in

Section 17.3 of this Declaration.

Section 2.42. Special Declarant Right. “Special Declarant Right” has the meaning set forth in Section 15.1 of this Declaration.

Section 2.43. Submission Fee. “Submission Fee” has the meaning set forth in Section 26.2 of this Declaration.

Section 2.44. Transfer Fee. “Transfer Fee” has the meaning set forth in Section 17.8 of this Declaration.

Section 2.45. Unit. “Unit” means the physical portion of the Condominium Project designated for separate ownership or occupancy, the boundaries of which will be the perimeter walls, floors and ceilings of the Unit, including all lath, furring, wall board, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other material constituting part of the finished surfaces. Unit will also include the spaces, interior partitions, and other fixtures and improvements within the Unit’s boundaries.

Section 2.46. Utilities. “Utilities” has the meaning set forth in Section 12.2 of this Declaration.

ARTICLE III. **ALLOCATED INTERESTS**

Section 3.1 Allocated Interests. The Allocated Interest appurtenant to each Unit is set forth in **Exhibit “F”**, attached hereto and made a part hereof for all intents and purposes. The Allocated Interest appurtenant to each Unit is calculated by dividing the total number of square feet in the Unit by the total number of square feet in all Units in the Building to obtain the resulting percentage. If the boundary of the Unit is altered, then as provided in this Declaration, the Allocated Interest appurtenant to each affected Unit will be recalculated by dividing the total number of square feet in the Unit, as altered, by the total number of square feet in all Units in the Buildings, as altered.

ARTICLE IV. **CONDOMINIUM PLAT**

Section 4.1. Amendment to Plat. Except as otherwise provided herein, the Plat may not be amended or supplemented except with the vote or agreement of the Owners representing not less than sixty-seven percent (67%) of the Allocated Interests. Notwithstanding the foregoing, Declarant will be entitled to amend and/or supplement the Plat without the approval of the Owners or any Mortgagees, in Declarant’s sole and absolute discretion: (a) to reflect the subdivision or combination of any Unit by Declarant as provided hereunder; (b) to exercise a Development Right; or, (c) as may be otherwise permitted by the Act. The Association will be entitled to amend and/or supplement the Plat without the approval of the Owners or any Mortgagee, in the Association’s sole and absolute discretion: (w) for the reallocation of the boundaries between Units; (x) for the subdivision or combination of Units; (y) to conform the Plat to the actual location of constructed

improvements and to establish, vacate, and relocate utility and access easements; and, (z) as may be otherwise permitted by the Act.

ARTICLE V.

DIVISION OF PROPERTY INTO UNITS

Section 5.1. Creation of Condominium Project. Declarant hereby submits the Condominium Project to condominium ownership pursuant to the Act. The Condominium Project will be deemed a "condominium" as that term is defined in the Act. The name of the Condominium Project will be "Mason Business Park." Each Unit will consist of a separate fee simple estate in a separately designated Unit and an appurtenant undivided interest in and to the Common Elements.

Section 5.2. Discrepancies as to Dimensions of Units. It is expressly agreed, and each and every purchaser of an Unit, such purchaser's heirs, executors, administrators, assigns, successors, and grantees hereby agree, the square footage, size, and dimensions of each Unit as set out and shown in this Declaration or in the Plans, if any, attached as an exhibit hereto, are approximate and are shown for descriptive purposes only, and Declarant does not warrant, represent or guarantee any Unit actually contains the area, square footage or dimensions shown by the plat thereof. Each purchaser of a Unit hereby expressly waives any claim or demand which such purchaser may have against Declarant or any other person whomsoever, on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as such Unit is shown on the respective Plans thereof, which is attached as an exhibit hereto. It is specifically agreed in interpreting deeds, mortgages, deeds of trusts, and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit or of any Unit reconstructed in substantial accordance with the original plans thereof will be conclusively presumed to be the boundaries, regardless of settling, rising or lateral movement of the building and regardless of variances between the boundaries shown on the Plans and those of the actual building(s).

Section 5.3. Combination of Units. Declarant or the Owner or Owners of one or more Units will have the right to physically combine the entire space within one Unit with the entire space within one or more adjoining Units located on the same floor subject to all applicable building codes and ordinances and upon written approval by the Board of plans and specifications and with the consent of the Mortgagee(s), if any, so long as no portion of any Common Element other than a partition or floor between the adjoining Units is damaged or destroyed.

Section 5.4. Resubdivision of a Unit. Declarant will have and hereby reserves the right to re-subdivide the space within a Unit to such Unit's original configuration prior to any combination of Unit space permitted hereunder; provided, however, the maximum number of Units will be thirty-three (33). In no event will an Owner be permitted to re-subdivide the space within a Unit. Upon the re-subdivision of any Unit in accordance with the terms and provisions contained herein, the Units resulting from such re-subdivision will be allocated a proportionate interest in and to the Common Elements in accordance with Article III of this Declaration. Such allocation will be reflected by an amendment to the Allocated Interests. Declarant's right to re-subdivide Units without the consent of the Board will end upon the expiration of Declarant's configuration rights.

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ARTICLE VI.
LIMITED COMMON ELEMENTS

Section 6.1. Limited Common Elements. A portion of the Common Elements is reserved for the exclusive use of the individual Owner of a respective Unit, and such items and areas are referred to as "Limited Common Elements." The Limited Common Elements so reserved to a Unit will be appurtenant balconies or patios, roof terraces, storage areas, entryways and fire exits exclusively serving the Unit, any parking spaces designated for the exclusive use of the Owner of the particular Unit, if any. Such Limited Common Elements are hereby made appurtenant to and will not be partitioned from the Unit to which they are reserved, and no reference thereto may be nor will be required to be made in any deed, mortgage, instrument of conveyance, or other instrument describing the Unit. Regulation of parking spaces will be further governed as provided for in Section 6.2 and Section 25.1.10 of this Declaration.

Section 6.2. Parking Spaces. The use of parking spaces within the Condominium Project will be as follows: the Board will have the right and authority to lease Open Parking Spaces (as defined in Section 25.1.10 of this Declaration), provided there are a sufficient number of remaining Open Parking Spaces, in the good faith judgment of the Board. However, no lease of a parking space will be considered a designation of the parking space as a Limited Common Element appurtenant to the Unit. Further, any lease of a parking space may be terminated by the Board at any time and for any reason, notwithstanding the terms of any agreement entered into by and between the Association and an Owner. No parking space will be used for storage purposes. Each parking space will be used only for the purpose of motor vehicle parking. No trailer, boat or the like will be parked, kept or stored in any parking space.

ARTICLE VII.
USE OF CERTAIN COMMON ELEMENTS

Section 7.1. Use of Certain Common Elements. All of the Owners will have a non-exclusive right to the use of all of the General Common Elements including, but not limited to, those areas designated as General Common Elements on the Plat and which are used for access easements, parking areas, utilities, and open spaces located within the Condominium Project, and each such Owner may make such use without hindering or encroaching upon the lawful rights of the other Owners. Subject to Declarant's Special Declarant Right and Development Rights, without the prior written consent of both: (a) Owners owning sixty-seven percent (67%) of the General Common Elements; and, (b) Mortgagees holding not less than sixty-seven percent (67%) of the first lien Mortgagees on Units, no General or Limited Common Element may be abandoned, partitioned, subdivided, encumbered, sold or transferred to any person or entity; provided, however, easements may be granted by Declarant and/or the Association over such Common Elements for public utilities or for other public purposes consistent with the intended use of the Common Elements without such approval being required. Provided further that, as long as the Special Declarant Rights and Development Rights reserved to Declarant exist, Declarant will have the right to alter the configuration of the General Common Elements in the Building and to alter the configuration of the parking spaces, as deemed necessary and in furtherance of the development of the Condominium. No reference to such Common Elements may be nor will be

required to be made in any deed, Mortgage, instrument of conveyance, or other instrument describing the Unit.

ARTICLE VIII. DESCRIPTION OF UNIT

Section 8.1. Description of Unit. Every contract, deed, lease, mortgage, trust deed, will or other instrument may legally describe a Unit which is located in the Condominium Project by such Unit's identifying Unit number followed by the name of the Condominium Project with further reference to the Plat and Declaration filed for record and will be substantially in the following form:

Unit No. __, MASON BUSINESS PARK, a condominium regime located in Harris County, according to the Declaration of Condominium for Mason Business Park recorded on March __, 2024 under Film Code No. _____ in the Condominium Records of Harris County, Texas.

Every such description will be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect, not only the Unit, but also the Common Elements appurtenant thereto. Each such description will be construed to include a perpetual, non-exclusive easement for ingress and egress to and from an Owner's Unit on, over, and across the Common Elements; the exclusive use of the Limited Common Elements reserved thereto; and, the other easements, obligations, limitations, rights, encumbrances, covenants, conditions, and restrictions created in this Declaration. The undivided interest in the Common Elements appurtenant to any Unit will be deemed conveyed or encumbered with that Unit, even though the legal description and the instrument conveying or encumbering such Unit may only refer to the title to or number of that Unit. The reference to the Plat and Declaration in any instrument will be deemed to include any supplements or amendments to the Plat or Declaration without specific reference thereto.

ARTICLE IX. INSEPARABILITY OF UNIT

Section 9.1. Inseparability of a Unit. Each Unit and the appurtenant undivided interest in the Common Elements reserved to such Unit will together comprise one Unit, will be inseparable, and may be conveyed, leased, devised or encumbered only as a condominium, except as provided in Article V of this Declaration entitled "Division of Property into Units."

ARTICLE X. NON-PARTITIONABILITY OF COMMON ELEMENTS

Section 10.1. Non-Partitionability of Common Elements. The Common Elements will be owned in common as tenants-in-common by all of the Owners and will remain undivided, and no Owner or other person will bring any action for partition or division of the Common Elements. By acceptance of a deed or other instrument of conveyance or assignment, each Owner will have specifically waived such Owner's right to institute and/or maintain a partition action or any other cause of action designed to cause a division of the Common Elements, and the provisions of this

Section 10.1 may be plead as a bar to the maintenance of any such action. Any Owner who will institute or maintain any such action will be liable to the Association for and hereby agrees to reimburse the Association for all of the Association's costs, expenses, and reasonable attorney's fees incurred in defending such action.

ARTICLE XI.

SEPARATE ASSESSEMENT AND TAXATION OF UNITS

Section 11.1. Notice to Assessor. Declarant will give written notice and a copy of this Declaration to the Harris Central Appraisal District, notifying same of the creation of condominium real property ownership interest in the Property and/or the Condominium Project, as is provided by the Act, in order for each Unit to be deemed a parcel subject to separate assessment and taxation by each assessing unit and special district for all types of taxes assessed by law including, without limitation, ad valorem levies and Special Assessments. Neither the Building, the Property, nor any use of the Common Elements will be deemed to be a parcel. The lien for taxes assessed to any Unit will be confined to that Unit. No forfeiture or sale of any Unit for delinquent taxes, assessments, or other governmental charges will divest or in any way affect the title to any other Unit. If the taxes or assessments for any year are not separately assessed to each Owner, but rather are assessed on the Property as whole, then each Owner will pay such Owner's proportionate share thereof in accordance with such Owner's ownership interest in the General Common Elements, and in such event, such taxes or assessments will be a General Common Expense. In such event, the Board will have the authority to collect from the Owners each Owner's proportionate share of taxes or assessments for any year in which taxes are assessed on the Property as a whole.

11.2. Termination of Mechanics Lien Rights. Subsequent to the completion of the improvements described in the Plans or on the Plat, no labor performed or materials furnished and incorporated in a Unit with the consent or at the request of the Owner thereof or such Owner's agent, contractor or subcontractor will be the basis for the filing of a lien against the Common Elements appertaining to the particular Unit. Each Owner will indemnify and hold harmless each of the other Owners, Declarant, the Board, and the Association from and against all liability or loss, including reasonable attorney's fees, arising from the claim of any lien against the Unit of any other Owner or against the Common Elements appertaining to the particular Unit for construction performed or for labor, materials, services or other products incorporated into the Owner's Unit at such Owner's request. If any contractor, subcontractor, materialman or any other person or entity files a mechanic's or any other similar type of lien which burdens or encumbers any portion of the Common Elements or any other Unit not owned by the Owner of a Unit contracting for such work, then the Owner contracting for such work will have such mechanic's or other lien removed within thirty (30) days of the filing of such lien of record or post a bond for the benefit of the Association, the Declarant and/or the affected Owner or Unit in an amount not less than one hundred and fifty percent (150%) of the amount claimed by any such person or entity claiming such mechanic's lien.

ARTICLE XII.
OWNERS' RESPONSIBILITY TO MAINTAIN UNITS

Section 12.1. Maintenance, Repair, and Alteration. Each Owner will, at such Owner's sole cost and expense, maintain such Owner's Unit and all Limited Common Elements appurtenant to or servicing such Owner's Unit (whether or not within the boundaries of the Unit) in good condition and repair. No Owner will make any changes or alterations of any type or kind to the exterior portions of such Owner's Unit, including the exterior surface of doors and windows or to any other Common Elements without the prior written consent of the Board. Any repairs, alterations or remodeling to the exterior portions of any Unit will carry the obligation to replace any furnishing or other materials removed with similar or other types or kinds of materials of at least the same quality, such that there is no reasonably observable difference between that portion of the exterior of the Unit which was repaired, altered or remodeled and the remaining portions of the exterior of the Unit. An Owner will maintain and keep in good repair and in a clean, safe, attractive, and sightly condition the interior of the Unit, including the fixtures, floors, and the improvements affixed thereto, and such other items and areas as may be required in this Declaration or the Bylaws. The determination of whether a Unit and/or the Limited Common Elements appurtenant to a Unit are in need of maintenance or repair, and whether materials used or proposed to be used are the same quality and are compatible in appearance with existing improvements, will be made by the Board and in Board's reasonable, good faith determination will be conclusive and binding on all parties.

Section 12.2. Servicing of Utility Lines. An Owner will not be deemed to own lines, pipes, wires, conduits, cables or systems (which for brevity are hereafter referred to as "utilities") running through a Unit which serve one or more other Units, except as a tenant-in-common with the other Owners. Such utilities will not be disturbed or relocated by an Owner without the written consent and approval of the Association. All fixtures and equipment installed within the Unit and all lines, wires, pipes, conduits or systems which serve only a particular Unit will be maintained and kept in good working order and repair by the Owner of that Unit.

Section 12.3. Failure to Perform Maintenance. An Owner will do no act or any work which will impair any easement or hereditament. If the Board determines an Owner is failing to perform required maintenance and repair work which such Owner is obligated to perform, then the Board may provide written notice of the deficiency to the Owner. The Owner will have thirty (30) days to perform the required maintenance and repair work. If the Owner fails or refuses to perform the required maintenance and repair work within thirty (30) days of the date of receipt of the Board's notice, then the Association will have the right, but not the obligation, to perform the required maintenance and repair work and charge the Owner for all costs incurred to complete the work. Such costs will be paid by the Owner to the Association within thirty (30) days of the date of receipt of the statement, unless the Board agrees to an alternative payment arrangement. If payment of such costs is not received by the Association within thirty (30) days of the date of the Owner's receipt of the statement (and no alternative payment arrangement has been agreed to by the Board), then the amount due will bear interest at the rate of eighteen percent (18%) per annum from the date of the Owner's receipt of the statement until paid. Additionally, such costs and any related attorney's fees and collection costs will be added to and become a part of the assessment levied against the Owner's Unit, secured by the lien securing Common Expenses, and may be

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collected in the same manner provided in this Declaration for the collection of assessments.

Section 12.4. Association Repairs. The determination of whether any repair or maintenance is the obligation of the Association will rest solely with the Board, which will also have the sole responsibility for determining the kind and type of materials used in such repair and maintenance.

Section 12.5. Association Not Liable. The Association will not be liable for injury or damage to any person or property caused by the elements or by the Owner of any Unit, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association will not be liable to any Owner or the occupants of any Unit or such Owner, tenant, guest or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association will not be liable to any Owner or occupant for any damage or injury caused in whole or in part by the Association's failure to discharge the Association's responsibilities under this Section 12.5 where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge the Association's responsibilities.

Section 12.6. Dispute. If a dispute arises among Owners as to the proper party to bear a maintenance cost or expense, then the Board will be entitled to resolve such dispute; provided, however, nothing in this Declaration will be deemed or construed as limiting an Owner's right to have the provisions of this Section 12.6 interpreted by a court of competent jurisdiction; provided further, however, any such cost or expense so disputed will be paid in accordance with the determination of the Board pending final judgment in any such legal proceedings.

ARTICLE XIII.

OWNERS' MANDATORY COMPLIANCE

Section 13.1. Compliance with Provisions. Each Owner will strictly comply with the provisions of the Governing Documents and all decisions and resolutions of the Board or the Association adopted pursuant thereto, as the same may be lawfully adopted and amended from time to time. Failure to comply with any of the same will subject an Owner to such fines and penalties or Special Assessments as the Board may set from time to time and will be grounds for an action to recover sums due for damages or injunctive relief, or both, and for the reimbursement of all costs and expenses, including reasonable attorney's fees, incurred in connection therewith, which action will be maintainable by the Board in the name of the Association on behalf of the Owners or, in a proper case, by an aggrieved Owner. In addition, such failure of compliance will give the Association the right to enter a Unit as will be necessary to remedy such violation using such reasonable force as may be necessary in so doing, without being liable in damages therefor, and the Association will not be deemed guilty in any manner of trespass in so doing. Further, the Board may suspend the voting rights of an Owner and an Owner's right to use any Common Element not reasonably necessary for ingress and egress to a Unit during any period or periods when an Owner fails to comply with the aforesaid items.

Section 13.2. Notice of Default. Upon request of a holder of a first lien Mortgage on a

Unit, the Association will report to such holder any default by the Owner of such Unit under Section 13.1 of this Declaration if such default has continued for a period of thirty (30) days or more.

ARTICLE XIV. EASEMENTS

Section 14.1. Easement for Encroachments. If any portion of the Common Elements encroaches upon a Unit, then a valid easement for the encroachment and for the maintenance of same, so long as such encroachment stands or as the same may be reconstructed pursuant to the provisions of this Declaration, will and does exist. If any portion of a Unit encroaches upon the Common Elements or upon an adjoining Unit, then a valid easement for the encroachment and for the maintenance of the same, so long as such encroachment stands in or as the same may be reconstructed pursuant to the provisions of this Declaration, will and does exist. For title or other purposes, such encroachments and easements will not be considered or determined to be encumbrances either on the Common Elements or the Units. Encroachments referred to herein include, without limitation, encroachments caused by error in the original construction of the Building; by error in the Plat; by settling, construction, rising or shifting of the earth; or by changes in position caused by repair or reconstruction of the Condominium or any part thereof.

Section 14.2. Access for Maintenance, Repair, and Emergencies. The Owners will have the irrevocable right, to be exercised by the Association, to have access to each Unit or any Limited Common Element appurtenant thereto from time to time as may be necessary for the maintenance, repair, or replacement of any of the Common Elements therein or accessible therefrom, and for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit. Non-emergency repairs will be made only during regular business days upon at least twenty four (24) hours' notice to the occupants of the Unit wherein such repairs are to be made, except where the occupants have no objections to earlier entry for repairs. In emergency situations, the occupants of the affected Unit(s) will be warned of the impending entry as early as is reasonably possible. The Association's right of access will be exercised in a manner which does not unreasonably interfere with the use of the Unit; provided, however, the Association's right of access is not contingent upon the presence of the Owner of an affected Unit damage to the interior or any part of a Unit or to a part of the Unit resulting from such maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of such emergency repair within another Unit will be classified as a Common Expense, and assessed as such in accordance with the terms and provisions contained herein; provided further, however, if any such damage is caused by the negligent or tortious act of an Owner, such Owner's agents, employees, licensees, or tenants, then such Owner will be responsible and liable for all of such damage. All damaged improvements will be restored substantially to the same conditions in which they existed prior to the damage. No diminution or abatement of Common Expenses will be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements or from action taken to comply with any law, ordinance or order of any governmental authority. Except as otherwise provided herein, all maintenance, repairs, and replacements of the Common Elements, whether located inside or outside of Units (unless necessitated by the carelessness, negligence, misuses or tortious act of Owner, in which case such expense will be the sole expense of and charged to such Owner), will be classified as a Common Expense in accordance with the provisions

of this Declaration.

Section 14.3. Easements for Access, Support, and Utilities. Each Owner will have a non-exclusive easement for access between such Owner's Unit and across the halls, corridors, stairs, walks, bridges, and exterior access and other easements which are a part of the Common Elements. Each Owner will have a non-exclusive easement in, on, and over the Common Elements, including the Common Elements within the Unit of another Owner, for horizontal, vertical, and lateral support of the Unit, for utility service to the Unit including, without limitation, water, sewer, gas, electricity, telephone, and television service.

Section 14.4. Easements Deemed Appurtenant. The easements, uses, and rights created herein for an Owner will be appurtenant to the Unit of that Owner, and all conveyances of and other instruments affecting title to a Unit will be deemed to grant and reserve the easements, uses, and rights, as are provided for in this Declaration, even though no specific reference to such easements, uses, and rights appears in any such conveyance.

Section 14.5. Emergency Easement. A non-exclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance or other similar emergency agencies or persons now or hereafter servicing the Condominium Project to enter upon all streets, roads, and driveways located in the Condominium Project and upon the Property, if any, in performance of their duties. A non-exclusive easement for ingress and egress is hereby granted to all Owners to enter upon any Common Element in the event of any emergency.

Section 14.6. Easements for the Mutual Benefit of the Development. Declarant hereby establishes a non-exclusive easement over the Common Elements to permit: (a) the construction, use, and maintenance of pylon signs at locations designated on the Plan, if any, and other locations, including any electrical lines required to illuminate such signs, provided all lines are constructed underground; and, (b) ingress, egress, and support over and through the Common Elements.

ARTICLE XV.

DECLARANT'S RIGHTS AND RESERVATIONS

Section 15.1. Special Declarant Rights. Declarant hereby reserves the right, from time to time, for Declarant and Declarant's duly authorized successors and assigns, to perform the acts and exercise the rights hereinafter set forth (collectively, "**Special Declarant Rights**"). Special Declarant Rights include the following:

Section 15.1.1. Sales and Construction Activities of Declarant. Notwithstanding any provisions contained in the Declaration to the contrary, it will be expressly permissible for Declarant, and Declarant's agents, employees, and contractors to maintain in those areas of the Common Elements, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the contraction and sale or rental of Units, business offices, storage areas, construction yards, signs, sales offices, construction offices, parking egress over Common Elements of the Condominium Project during such repair, refurbishing, and sale period. Declarant will also have the right of use of the Limited Common Elements.

Section 15.1.2. Declarant's Rights to Complete Development of Condominium.

No provision of this Declaration will be construed to prevent or limit Declarant's rights to complete development of property within the boundaries of the Condominium; to construct or alter improvements on any property owned by Declarant within the Condominium Project, including temporary buildings; to maintain construction trailers or offices for construction or sales purposes or similar facilities on any property owned by Declarant or owned by the Association within the Condominium Project; or to post signs incidental to development, construction, promotion, marketing or sales of property within the boundaries of the Condominium Project. Nothing contained in this Declaration will limit the rights of Declarant or require Declarant to obtain approvals to: (a) construct, alter, demolish or replace any improvements on any property owned by Declarant whether such property is within the Condominium Project or adjacent thereto; (b) to use any structure on any property owned by Declarant as a real estate sales office in connection with the sale of any property within the boundaries of the Condominium Project; or, (c) to require Declarant to seek or obtain the approval of the Board or of the Association for any such activity or improvement to property or any property owned by the Declarant. Nothing in this Declaration will limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration or the Act.

Section 15.1.3. Declarant's Rights to Grant and Create Easements.

Declarant will have, and hereby reserves, the right to grant or create temporary or permanent easements for access, utilities, drainage, water, and other purposes incident to development and sale of the Condominium Project located in, on, under, over, and across: (a) Units owned by Declarant; and, (b) the Common Elements.

Section 15.1.4. Dedications.

The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including, but not limited to, streets, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions, and exclusions for the benefit of and to serve the Owners within the Condominium Project.

Section 15.1.5. Other Rights.

The right to exercise any additional reserve right created by any other provision of this Declaration or the Act.

Section 15.1.6. Transfer.

Any Special Declarant Right or additional right created or reserved under this Declaration may be transferred to any person, in the manner prescribed in the Act.

Section 15.1.7. Termination of Special Declarant Rights.

Except as may otherwise be provided with regard to any additional reserved rights of Declarant elsewhere in this Declaration, the Special Declarant Rights reserved to Declarant pursuant to this Section 15.1 will expire ten (10) years from the date of recordation of this Declaration or the date the last Unit within the Condominium has been sold and conveyed by Declarant to persons other than Declarant, whichever occurs first.

Section 15.2. Development Rights. Declarant hereby reserves the right, from time to time for Declarant, and Declarant's duly authorized successors and assigns, to perform the acts and

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exercise the rights hereinafter specified (collectively, “**Development Rights**”). Development Rights include the following:

Section 15.2.1. General Rights Reserved. Declarant expressly reserves the right to: (a) create Common Elements, in connection therewith, and to allocate and re-allocate Limited Common Elements, already existing or created pursuant to the exercise of a Development Right; (b) expand or contract the size of Units; (c) alter the configuration of Units; (d) create Units, including the subdivision of Units existing at the time this Declaration is recorded, up to the maximum number of thirty-three (33) Units, or convert Units into Common Elements on all or any portion of the Condominium Project; (e) withdraw real property from the Condominium Project; and, (f) create additional parking within the Condominium Project.

Section 15.2.2. Order of Development Rights. Declarant may exercise Development Rights on all or any portion of the Condominium Project in whatever order of development Declarant, in Declarant’s sole discretion, determines and no assurances are made as to the order such Development Rights might be exercised. Declarant’s exercise of these Development Rights described in this Section 15.2 will be effected by recording a document evidencing the change in the office of the Condominium Records of Harris County, Texas.

Section 15.2.3. Amendment of the Declaration. If Declarant elects to exercise a Development Right reserved in this Section 15.2, then Declarant will record an amendment to the Declaration re-allocating the Allocated Interests so that the Allocated Interests appurtenant to each Unit will be apportioned according to the total number of Units submitted to the Declaration.

Section 15.2.4. Filing of Supplemental Plats. Declarant will file supplemental Plats, as required by the Act or by this Declaration, as and when Units are added to or withdrawn from the Condominium Project, if at all.

Section 15.2.5. Interpretation. Recording of amendments to the Declaration and supplemental Plats will automatically vest in each existing Owner the re-Allocated Interests appurtenant to such Owner’s Unit and vest in each existing Mortgagee of perfected security interests in the re-Allocated Interests appurtenant to the encumbered Unit.

Section 15.2.6. Termination of Development Rights. The Development Rights reserved to Declarant pursuant to this Section 15.2 will expire ten (10) years from the date of recording of this Declaration or the time in which the last Unit within the Condominium Project has been sold and conveyed by Declarant to persons other than Declarant, whichever occurs first.

Section 15.3. Effect. The rights and reservations hereinafter set forth will be deemed excepted and reserved in each conveyance of any property by Declarant to the Association, whether or not specifically stated therein, and in each deed or instrument by which any property within the Condominium Project is conveyed by Declarant. The rights, reservations, and easements hereinafter set forth will be prior and superior to any other provisions of this Declaration and may not, without Declarant’s prior written consent, be modified, amended, rescinded or effected by any amendment of this Declaration. Declarant’s consent to any such amendment will not be construed as consent to any other subsequent amendment.

ARTICLE XVI.
CONDOMINIUM ASSOCIATION

Section 16.1. Membership. Each Owner will be a Member of the Association and membership will automatically terminate when such Owner ceases to be an Owner. Upon the transfer of ownership of a Unit, the new Owner succeeding to such Ownership will likewise succeed to membership in the Association. No Member in Good Standing, other than Declarant, will be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Unit in the Condominium Project to the Secretary of the Association. The vote of each Member in Good Standing may only be cast by such Member or by a written proxy given in advance by such Member to such Member's duly authorized representative. If title to a Unit will be in the name of two (2) or more persons as Owner, then any one of such Owners may vote as the Owner of the Unit at any meeting of the Association and such vote will be binding on all such other Owners who are not present at such meeting until written notice to the contrary has been received by the Secretary of the Association, in which case the unanimous action of all such Owners (in person or by proxy) will be required to cast their vote. If two (2) or more of such Owners are present at any meeting of the Association, then unanimous action will be required to cast their vote.

Section 16.2. Bylaws. The initial Bylaws will be adopted by the Declarant in accordance with the Act and may be amended thereafter as provided for herein.

Section 16.3. Meetings. Meetings of the Association will be in accordance with the Bylaws adopted by Declarant and as may be amended from time to time; provided, however, the first meeting of the Members of the Association will be held when called by the initial Board upon ten (10) days written notice to the Members. Such written notice may be given at any time but must be given not later than one hundred and twenty (120) days after Declarant has consummated the sale of eighty percent (80%) of all Units. Meetings of the Association must be held at least once within a calendar year or as provided for by the Bylaws or in accordance with applicable law. Special meetings of the Association may be called by Declarant, the President of the Association, a majority of the Board or Owners having at least two-thirds ($\frac{2}{3}$) of the votes in the Association. Notice of a meeting will be given in accordance with the Bylaws. Meetings of the Association and Board must be open to Owners, subject to the right of the Board to adjourn a meeting of the Board and reconvene in closed executive session to consider actions involving personnel, pending litigation, contract negotiations, enforcement actions, matters involving invasion of privacy of individual Owners, or matters which are to remain confidential by request of the affected parties and agreement of the Board. The general nature of any business to be considered in executive session must first be announced at the open meeting.

Section 16.4. Voting of Members. There will be one vote on all matters submitted to the membership for a vote for each Unit, weighted in proportion to the Allocated Interest of such Unit. The total voting power of the Association will be the sum of the votes of all Units.

Section 16.5. Board of Directors. The Board will initially consist of persons appointed by the Declarant ("**Appointed Board**"). Not later than one hundred and twenty (120) days after

the conveyance by Declarant of fifty percent (50%) of the Units to Owners other than the Declarant, one position on the Board will be filled by a majority vote of Members in Good Standing of the Association other than Declarant at a meeting called for the purpose at which a quorum is present. The number of members on the Board will be three (3). Not later than one hundred and twenty (120) days after the conveyance by Declarant of eighty percent (80%) of the Units to Owners other than Declarant, all positions on the Board will be filled by a majority vote of the Members in Good Standing of the Association at a meeting called solely for that purpose and at which a quorum is present. Only Members in Good Standing, or their duly designated representatives, if an Owner is not a natural person, may serve on the Board.

Section 16.6. Standard of Conduct. The Board, the individual directors and officers of the Association, and the Association will have the duty to represent the interests of the Owners in a fair and just manner. Any act or thing done by any director, officer or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the Governing Documents and the laws of the State of Texas, will be reviewed under the standard of the Business Judgment Rule as established by the common law of the State of Texas, and such act or thing will not be a breach of duty on the part of the director, officer or committee member if taken or done within the exercise of their discretion and judgment. The Business Judgment Rule means a court will not substitute the court's judgment for that of the director, officer or committee member. A court will not re-examine the decisions made by a director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith and in what the director, officer, or committee member believed to be in the best interest of the Association.

Section 16.7. Certificate of Formation and Bylaws. The purposes and powers of the Association and the rights and obligations with respect to Owners set forth in this Declaration may and will be amplified, but not modified, by the provisions of the Certificate and the Bylaws, and if there is a conflict between the terms and/or provisions of the Certificate or the Bylaws and the terms and/or provisions of this Declaration, then the terms and/or provisions of this Declaration will control.

Section 16.8. General Common Elements. The Association will provide for the care, operation, management, maintenance, repair, and replacement of the General Common Elements. Without limiting the generality of the foregoing, said obligations will include the keeping of such General Common Elements in good, clean, attractive, and sanitary conditions, order, and repair; keeping the Condominium Project attractive and desirable; and making necessary or desirable alterations, additions, betterments or improvements to or on the General Common Elements. The Association may contract with a manager or management company having experience adequate for the management of a project of this type. Each Owner of a Unit agrees to be bound by any terms and provisions of all management agreements entered into by the Board. A copy of all such agreements will be available for inspection by each Owner. Nothing herein contained will prohibit the Board to self-manage the Association's affairs.

Section 16.9. Duty to Keep Association Records. The Association will keep financial records sufficiently detailed to enable the Association to comply with the Act, including without limitation, financial records sufficiently detailed to provide a statement setting forth the amount of

any unpaid Common Expense currently levied against an Owner. Owners will have the right to review the Association's records, subject to any limitations thereon provided in the Act.

Section 16.10. Implied Rights, Board Authority. The Association may exercise any right or privilege given to the Association expressly by the provisions of the Governing Documents or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board without a vote of the membership except where any provision in the Governing Documents or applicable law specifically requires a vote of the membership.

Section 16.11. Liability Limitations. To the greatest extent permitted by applicable law, no Member, director, officer or representative of the Association will be held personally liable for debts of the Association, whether contracted for or otherwise incurred.

ARTICLE XVII. COMMON EXPENSES

Section 17.1. No Exemption. Except as provided in Section 17.2 of this Declaration with respect to Declarant, all Owners are bound to contribute, in proportion to such Owner's Allocated Interests, to the Common Expenses and other expenses provided by the terms hereof to be paid to the Association. No Owner will be exempt from the obligation to make such contribution to the Common Expenses by waiver of the use of enjoyment of the Common Elements, either general or limited, or by the abandonment of the Unit belonging to such Owner, or under any other circumstances.

Section 17.2. Declarant's Obligation. Recognizing, to some degree, the cost of administration and maintenance of the Condominium Project and the Common Elements is related to the use of the Common Elements, which is in turn related to the number of Units which are occupied, Declarant will pay to the Association, until the sale of eighty percent (80%) of the Units have been consummated (*i.e.*, when Declarant has delivered the last of the deeds conveying no less than eighty percent (80%), in the aggregate, of the Units to the purchasers thereof, such deeds have been recorded, and the purchase prices thereof has been paid in full to Declarant), in lieu of any Regular Assessment or Special Assessment with respect to all Units which the Declarant continues to own, an amount, if any, by which the actual Common Expenses incurred for any fiscal year of the Association exceed the aggregate of the Assessments payable by all of the Owners other than Declarant. For the purpose of this provision actual Common Expenses will mean those expenses reasonably necessary for the normal maintenance and operation of the Condominium Project in order to provide the level and quality of services set forth in the Budget initially prepared by Declarant and will not include capital expenditures, reserves, prepaid items, inventory items or similar expenses to the extent attributable to periods after such fiscal year, or any increase in the level and/or quality of services set forth in such initial Budget prepared by Declarant.

Section 17.3. Annual Budgets. Until the commencement of the first full fiscal year after the first meeting of the Members is held, Declarant will have the right and obligation to establish the annual Budgets for each fiscal year projecting all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project,

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including any reasonable allowance for contingencies and reserves for repairs to or replacement of Common Elements. The fiscal year of the Condominium Project will be the calendar year, unless the Board otherwise provides. Commencing with the first full fiscal year after the first meeting of the members of the Association is held, the Board will establish an annual Budget in advance for each calendar year and such Budget will project all expenses for the forthcoming year which may be required for the proper operation,, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves for repairs to or replacements of Common Elements. The Common Expenses for such year will be established by the adoption of such annual Budget by the Board. Copies of each such Budget will be delivered to each Owner by such reasonable means as the Board may provide. If the Board at any time determines the Common Expenses so levied are, or may prove to be, insufficient to pay the costs of operation and management of the Condominium Project for such fiscal year or if there are casualty losses, condemnation losses or other events (including non-payment of Common Expenses by some Owners) which require additional funds be supplied for preservation and operation of the Condominium, then the Board will have the authority at any time of from time to time to levy such special assessments ("**Special Assessments**") as the Board will deem necessary for such purposes. Such Special Assessment will not be levied, however, without the prior approval of Owners having at least a majority of votes in the Association, unless a greater number of votes are required by law. The failure or delay of the Board to prepare any annual Budget or to deliver copies of such Budgets to each Owner will not constitute a waiver or release in any manner of any Owner's respective obligation to pay Common Expenses whenever the same will be determined, and if there is a delay or failure to establish any annual Budget, then each Owner will continue to pay such Owner's portion of the Common Expenses monthly at the rate established for the previous period until a new annual Budget is established.

Section 17.4. Payment of Assessments. Each Owner's portion of the Common Expenses will be due and payable semi-annually in advance ("**Regular Assessments**") on March 1 and on September 1 of each calendar year. Special Assessments will be payable on or before ten (10) days after Owners are invoiced therefor, unless a later due date is approved by the Board. Payment of all other Assessments will be in default if such Assessments are not paid to the Association on or before the due date for such payment. Assessments imposed against an Owner or Unit of an Owner in default will bear interest at the lessor of (a) the maximum lawful rate allowed by applicable law, or (b) the rate of eighteen percent (18%) per annum from the due date until paid. Each Unit's contribution for semi-annual Regular Assessments will commence as of the date of closing of the sale of such Unit by Declarant to an Owner, and will be prorated if the ownership of a Unit commences on a day other than on March 1 or September 1. Each Owner (whether one or more persons) will be personally liable for the payment of all Assessments which may be levied against such Owner and/or such Owner's Unit pursuant to the provisions hereof.

Section 17.5. Reserve Assessment. Upon the sale of a Unit (whether the first sale or any subsequent sale) the new Owner thereof will pay to the Association a sum equal to two (2) times the monthly assessment in effect as of the date of closing on the sale of such Unit ("**Reserve Assessment**"). The Reserve Assessment will be due and payable on or before ten (10) days after the date the deed conveying the Unit to the new Owner is recorded or, if a contract for deed or similar instrument, then the date the contract for deed is executed. Payment of the Reserve Assessment will be in default if the Reserve Assessment is not paid on or before the due date for

such payment. Reserve Assessments in default will bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. All Reserve Assessments collected by the Association will be deposited into a reserve account established and maintained by the Association for capital improvements within the Condominium Project. No Reserve Assessments paid by an Owner will be refunded to the Owner by the Association. Further, the Association may enforce payment of Reserve Assessments in the same manner which the Association may enforce the payment of Assessments pursuant to Section 17.6 of this Declaration.

Section 17.6. Effect of Non-Payment of Assessments; Subordination of Lien. In order to secure the payment of each Owner's portion of the Assessments levied by the Association against a Unit or an Owner, including, but not limited to, dues, fees, charges, interest, late fees, fines, collection costs, and attorney's fees, a continuing lien will be and is hereby reserved in and to each Unit on behalf of and for the benefit of the Association, which lien will be enforceable by all methods available for the enforcement of liens, including non-judicial foreclosure pursuant to Section 51.002, Texas Property Code. The Association's lien securing the payment of an Owner's Assessments levied by the Association against a Unit or an Owner has priority over any other lien except: (a) a lien for real property taxes and other governmental assessments or charges against the Unit, unless otherwise provided by Section 32.05, Texas Tax Code; (b) a lien or encumbrance recorded before this Declaration was recorded; (c) mortgage for the purpose of purchasing a Unit and any renewal, extension, rearrangement or refinancing thereof; (d) a lien for the construction of improvements to such Unit; or, (e) an assignment of the right to insurance proceeds on such Unit if the lien or assignment is recorded or duly perfected before the date on which the assessment sought to be enforced becomes delinquent under this Declaration or the Bylaws. The collection of an Owner's Assessments levied by the Association against a Unit or an Owner may also be enforced by a suit for a money judgment and in the event of such suit, the expenses incurred in collecting such delinquent Assessments, including interest, costs and attorney's fees, will be chargeable to and a personal obligation of such Owner. Except in the circumstances in which a good faith dispute exists as to the amount for which an Owner is liable, an Owner in default in the payment of any Assessments sums assessed against such Owner and such Owner's Unit will not be entitled to vote at any meeting of the Association so long as such default exists.

Section 17.7. Purposes for Which Assessments May be Used. The Common Expenses collected will be used for the benefit, directly or indirectly, of the Condominium Project, and such Common Expenses may be expended by the Board for the purposes set forth here including, without limitation, providing: (a) for the enforcement of the provisions of the Governing Documents; (b) for the maintenance, operation, repair, benefit, and welfare of the Common Elements; and, (c) generally for doing those things necessary or desirable in the opinion of the Board to maintain or improve the Condominium Project. The use of the Common Expenses for any of those purposes, except as provided herein permissive and not mandatory, and the decision of the Board with respect thereto will be final, so long as made in good faith.

Section 17.8. Transfer Fees/Resale Certificates. In order to cover the expense associated with providing information in connection with the sale of a Unit and changing the Association's ownership records, beginning in calendar year 2024 a transfer fee of \$300.00 will be paid to the Association upon each transfer of title to a Unit by the new Owner thereof ("**Transfer Fee**"), unless otherwise agreed by the seller and purchaser of the Unit. Beginning with calendar year

2025, the Association may increase the amount of the Transfer Fee, if deemed appropriate and in an amount sufficient to cover the expense of such transfer. The Association will also have the authority to establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense associated with providing any resale certificate in connection with the sale of a Unit. The fee for a resale certificate will be paid to the Association or the managing agent of the Association, if agreed to by the Association. The fee for a resale certificate will be in addition to, and not in lieu of, the Transfer Fee.

Section 17.9. Maximum Annual Regular Assessment. The maximum annual Regular Assessment for each Unit for calendar year 2025 will be \$2,640.00. Beginning with calendar year 2026, the maximum annual Regular Assessment for each Unit may be increased once a calendar year by the Board by an amount not to exceed fifteen percent (15%) over the prior year's maximum annual Regular Assessment without a vote of the Members; provided, however, the maximum annual Regular Assessment may be increased above the fifteen percent (15%) amount if, and only if, such increase is approved by an affirmative vote of a majority of the votes of the Members in Good Standing at a meeting duly called for that purpose.

ARTICLE XVIII.

INSURANCE

Section 18.1. Insurance Maintained by Association. The Board will have authority to and will obtain insurance for the Condominium Project as follows.

18.1.1. Property Insurance. Insurance on the Building, including the Units (which will include interior walls) and the Common Elements, against loss or damage by fire and loss or damage by all risks now or hereafter embraced by standard extended coverage policies in use in the State of Texas (with vandalism and malicious mischief endorsements), in amounts sufficient to prevent the Association or the Owner, from becoming a co-insurer within the terms of the applicable policies, but in any event in an amount not less than eighty percent (80%) of the full insurable replacement cost thereof. The full insurable replacement cost of the Building, including the Units and the General Common Elements, will be determined from time to time but not less often than once in a twelve (12) month period by the Board, and the Board will have the authority to obtain and pay for an appraisal by a person or organization selected by the Board in making such determination. The cost of any and all such appraisals will be a Common Expense.

18.1.2. Liability Insurance. Comprehensive general liability insurance against claims for personal injury or death or property damage suffered by the public or any Owner, agent, employee or invitee of any Owner, occurring on or about the General Common Elements or upon, in or about the private driveways, roadways, walkways, and passageways, on or adjoining the Condominium Project, which general liability insurance will afford protection to such limits as the Board will deem desirable. Such liability insurance policy will contain a cross-liability endorsement wherein the rights of named insured under the policy or policies will not prejudice such named insured's action or actions against another named insured.

18.1.3. Worker's Compensation Insurance. Such worker's compensation insurance as may be necessary to comply with applicable laws.

18.1.4. Fidelity Bonds. The Board may obtain adequate fidelity coverage indemnifying the Association from loss of funds resulting from fraudulent or dishonest acts on the part of any of such of the Board's employees, officers, managers, directors, trustees or agents who are responsible for handling funds belonging to or administered by the Association. If acquired, such fidelity bonds or insurance should: (a) be written in an amount sufficient to provide protection to the Association, which in no event should be less than one hundred and fifty percent (150%) of the insured's estimated annual operating expenses including reserves; (b) should name the Association as an obligee and as the named insured; (c) should contain waivers of and defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar express; and, (d) should provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the mortgagees.

18.1.5. Other Insurance. Such other insurance in such reasonable amounts as the Board may deem desirable.

The premiums for all insurance acquired on behalf of the Association or the Owners pursuant to the provision hereof will be a Common Expense of the Association. All insurance provided for in this Section 18.1 will be effected under valid and enforceable policies issued by insurers of recognized responsibilities authorized to do business in the State of Texas. All policies of insurance of the character described in this Section 18.1 will: (a) name as insured the Association and each Owner according to his Allocated Interest; (b) contain standard mortgagee clause endorsement in favor of the Mortgagee or Mortgagees of each Unit, if any, as their respective interest may appear; (c) be without contribution with regard to any other such policies of insurance carried individually by any Owner, whether such other insurance covers the Unit owned by such Owner and/or the additions and improvements made by such Owner to such Owner's respective Unit; and, (d) provide that such policy will not be terminated for non-payment of premiums or for other cause without at least thirty (30) days prior written notice to the Association and at least ten (10) days prior written notice to the Mortgagee of each Unit. If possible, all policies of insurance of the character described in this Section 18.1 will contain an endorsement extending coverage to include the payment of Common Expenses Liability with respect to Units damaged during the period of reconstruction thereof. If an insurance policy or policies specifically designed to meet the insurance needs of condominium regimes become available in the State of Texas through action by appropriate governmental agencies or otherwise, then the Board will be authorized to obtain such a policy if the coverage provided by such policy is at least equal to the coverage provided by those policies enumerated hereinabove.

Section 18.2. Owner's Insurance. Each Owner will, at each Owner's sole cost and expense, obtain insurance coverage on such Owner's Unit (including interior surface coverings, non-load bearing partition walls, built-in fixtures and appliances or any other improvements made by the Owner), personal property and personal liability and costs and expenses incident thereto. Proof of such insurance will be provided by the Owner to the Association upon request. If, upon the expiration of thirty (30) days from the date a written request is submitted to the Owner, the Association has not received proof of insurance as provided in this Section 18.2, then the Association will have the authority, but not the obligation, to obtain the required insurance for the

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benefit of the Owner and all costs associated with such insurance incurred by the Association will be added to and become a part of the assessment levied against the Unit. The Association may collect such costs in the same manner provided in this Declaration for the collection of assessments. Nothing in this Article XVIII will preclude the Association from including in the master casualty policy obtained by the Association coverage for losses to the surface coverings on the interiors of Units and the fixtures and appliances within the Units.

ARTICLE XIX.

FIRE OR CASUALTY; REBUILDING

Section 19.1. Fire or Other Casualty. If there is a fire or other casualty event causing damage or destruction to any of the Buildings, then the Board will determine whether such loss comprises the whole or more than two-thirds ($\frac{2}{3}$) of such Building(s). Unless otherwise provided by law, such determination will be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds ($\frac{2}{3}$) of the cost of reconstructing such Building(s) as such Building(s) existed prior to such fire or other casualty. If there is a fire or other casualty event which does not comprise more than two-thirds ($\frac{2}{3}$) of such Building(s), then, unless otherwise unanimously agreed by the Owners, such Building(s) will be repaired and reconstructed substantially in accordance with the original Plans for such Building(s), in accordance with the provisions hereof. If such fire or other casualty comprises the whole or more than two-thirds ($\frac{2}{3}$) of such Building(s), then, unless otherwise unanimously agreed by the Owners, all proceeds of insurance policies carried by the Association will be delivered to the Owners of the Units in such Building(s), or such Owners' Mortgagees, as their interest may appear, pro-rata according to the Allocated Interest in the Common Elements of such Owners or such Owners' Mortgagees, and the Condominium established by this Declaration will cease to exist as a condominium regime as to such Building(s), and each such Owner of such Building(s) will own an undivided interest in and to that portion of the Property upon which such Building(s) are situated, pro-rata according to the Allocated Interest in the Common Elements of their respective Units. Upon such event, an amendment to the Declaration for this purpose will be effected by the Board and will certify the vote of the Owners not to rebuild.

Section 19.2. Use of Insurance Proceeds. If it is determined such damaged Building(s) will be repaired and reconstructed, then all proceeds of insurance policies with respect to such fire or casualty, carried by the Association, will be paid to a bank (which may include Declarant) selected by the Board, as trustee, insured by the Federal Deposit Insurance Corporation (or its successors) and located in Harris County, Texas, to be held in trust for the benefit of such Owners and such Owners' Mortgagees as their respective interests may appear. The Board will thereupon contract to repair or rebuild the damaged portions of such Units, such Building(s), and the General Common Elements in accordance with the original Plans therefor and the funds held in the trust fund in such depository bank will be used for this purpose and disbursed by the Board in accordance with the terms of the contract of repair and rebuilding. If such insurance proceeds are insufficient to provide for such repair, restoration or rebuilding, then the building costs in excess of the insurance proceeds will be assessed against all of the Owners pro-rata according to the number of square feet in each Unit and the total number of square feet in all Units. Such Special Assessment will not require the consent of the members of the Association notwithstanding the provisions of Section 17.3 of this Declaration. If any Owner will fail to pay such Special

Assessment when due, then the Board may make up the deficiency by payment as a Common Expense, which payment will not in any way release the Owner who has failed to make payment of such Special Assessment from liability therefor. Such assessment will be enforceable as provided for other Special Assessments herein. The provisions of this Section 19.2 may be changed only by unanimous resolution of the Owners, adopted subsequent to the date on which such fire or casualty loss occurs.

Section 19.3. Owner's Responsibility for Personal Property. Each Owner will be responsible for reconstruction, repair, and replacement of all personal property and other property not a General Common Element in or part of such Owner's Unit, including, but not limited to the floor coverings, wall coverings, furniture, furnishings, decorative light fixtures, and appliances located therein. Each Owner will also be responsible for the repair and replacement of any vehicle parked in such Owner's designated parking space(s) or any Open Parking Spaces or leased Open Parking Spaces.

Section 19.4. Negligence or Misuse of Owner. Each Owner will be responsible for the costs in excess of proceeds actually collected by the Association from insurance carried by the Association and caused by the Owner's negligence or misuse or by the negligence or misuse of the Owner's agents or employees in the course of their duties, and will, to the extent not covered by insurance proceeds collected by the Association, indemnify the Association and all Owners against any such costs of reconstruction, repair, and replacement of any portion of the Building.

ARTICLE XX.

EMINENT DOMAIN

Section 20.1. Right to Participate in Proceedings. If all or any part of the Condominium Project is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), then the Board and each Owner will be entitled to participate in proceedings incident thereto at each Owner's respective expense. The Board will give notice of the existence of such proceedings to all Owners and to all Mortgagees known to the Board to have an interest in any Unit. The expense of participation in such proceedings by the Board will be borne as a Common Expense. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other persons as the Board in the Board's discretion deems necessary or advisable to aid or advise the Board in matters relating to such proceedings. All damages or awards for any such taking will be deposited with the Board, acting as trustee, and such damages or awards will be applied or paid as provided herein.

Section 20.2. Proceedings Affecting Common Elements. If there is an eminent domain action brought to condemn a portion of the Common Elements (together with or apart from any Unit), then the Board, in addition to the general powers set out herein, will have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of Common Elements only, all damages and awards will be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards will be paid to each

Owner in proportion to such Owner's Allocated Interest in the Common Elements. The Board may, if the Board deems advisable, call a meeting of the Owners, at which meeting the Owners, by a vote of Owners holding not less than a majority of the Allocated Interests in the Association, will decide whether to replace or restore as far as possible the Common Elements so taken or damaged. If it is determined such Common Elements should be replaced or restored by obtaining other land or building additional structures, then this Declaration will be amended by instruments executed by the Board on behalf of the Owners.

Section 20.3. Scope of Taking. If such eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds ($\frac{2}{3}$) of the total number of Units, then the damages and awards for such taking will be determined for each Unit and the following will apply:

Section 20.3.1. The Board will determine which of the Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the reduced size of each Unit so damaged.

Section 20.3.2. The Board will determine whether it is reasonably practicable to operate the remaining Units, including those damaged Units which may be made tenantable as a condominium in the manner provided in this Declaration.

Section 20.3.3. If the Board determines it is not reasonably practicable to operate the undamaged Units and the damaged Units which can be made tenantable in any Building(s), then such Building(s) will cease to be a part of the Condominium Project.

Section 20.3.4. If the Board determines it is reasonably practicable to operate the undamaged Units and the damaged Units which can be made tenantable, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable will be applied to repair and reconstruct such Unit in order for such Unit to be made tenantable. If the cost of such work exceeds the amount of the award, then the additional funds required will be assessed against the Owners of those Units which are being repaired or reconstructed so as to be made tenantable. With respect to those Units which may not be made tenantable, the award made with respect to such Unit will be paid to the Owner of such Unit or such Owner's Mortgagee or Mortgagees, as their interests may appear, and the remaining each of such Units, if any, will become a part of the Common Elements and repair and use of such Units will be determined by the Board. Upon the payment of such award for the account of such Owner as provided herein, such Unit will no longer be a part of the Condominium and the Allocated Interests in the Common Elements appurtenant to each remaining Unit which will continue as part of the Condominium will be equitably adjusted to distribute the Ownership of the undivided interests in the Common Elements among the reduced number of Owners.

Section 20.4. Allocation of Award. Any damages or awards provided in this Article XX to be paid to or for the account of any Owner by the Board, acting as Trustee, will be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any Mortgage duly perfected; thirdly, to the payment of any Common Expenses Liability or Special Assessments charged to or made against the Unit and unpaid; and, finally, to the Owner of such Unit.

ARTICLE XXI.
REVOCATION, TERMINATION OR AMENDMENT TO DECLARATION

Section 21.1. Revocation, Termination or Amendment to Declaration. Except as is otherwise provided herein or as required by the Act, this Declaration will not be revoked or terminated unless Owners owning eighty percent (80%) of the Allocated Interests in the Condominium and each holder of a first lien Mortgage on a Unit consent and agree to such revocation by an instrument or instruments duly executed and recorded. This Declaration will not be amended unless Owners owning at least two-thirds ($\frac{2}{3}$) of the Allocated Interest in the Condominium consent and agree to such amendment by an instrument or instruments duly executed and recorded. Every amendment to the Declaration will be recorded in the Condominium Records of Harris County, Texas.

ARTICLE XXII.
PERIOD OF CONDOMINIUM PROJECT

Section 22.1. Period of Condominium Project. The separate condominium estates created by this Declaration and the Plat will continue until this Declaration is revoked or terminated in the manner provided herein.

ARTICLE XXIII.
REAL AND PERSONAL PROPERTY FOR COMMON USE

Section 23.1. Real and Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Owners real property and tangible and intangible personal property and may dispose of same by sale or otherwise; and the beneficial interest in any such property will be owned by the Owners and their interests therein will not be transferable except upon the transfer of the Owner's particular Unit. Transfer of a Unit will transfer to the transferee ownership of the transferor's beneficial interest in such real or personal property without any reference thereto or execution of a bill of sale. Each Owner may use such real and personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners. A sale of a Unit under foreclosure or power of sale will thereby entitle the purchaser thereof to the beneficial interest in the real and personal property associated with the sold Unit.

ARTICLE XXIV.
REGISTRATION OF MAILING ADDRESS; NOTICE

Section 24.1. Registration of Mailing Address; Notice. Each Owner may register in writing an alternative mailing address or a representative and the representative's mailing address with the Association, and thereafter notices or demands intended to be served upon an Owner will be sent by mail, postage prepaid, addressed to the Owner at the alternative mailing address or in the name of the representative at such representative's mailing address, as directed by the Owner. If no such registration is made, then all notices and demands will be sent to an Owner, postage prepaid, at the address of the Unit and will be deemed properly given to the Owner upon deposit

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of same with the United States Postal Service. All notices required or permitted hereunder will be in writing and will be sent, postage prepaid, to the addresses of the Owners as provided in this Section 24.1, and to Declarant at 4200 Research Forest Drive, Suite 196, The Woodlands, Texas, 77381, unless and until such address is changed by written recorded notice. Notwithstanding any terms or provisions contained in this Declaration or in any of the other Governing Documents to the contrary, an Owner may designate an alternative method for receiving notice under the Governing Documents by following the provisions, generally, of Section 209.0042, Texas Property Code.

ARTICLE XXV.
USE RESTRICTIONS; PROHIBITED USES

Section 25.1. Units. Ownership and use of the Units will be subject to the following covenants, conditions, and restrictions:

25.1.1. Restrictions on Use; Prohibited Uses. The right of an Owner and the Owner's tenants, subtenants, guests, invitees or licensees to occupy or use the Owner's respective Unit or to use the Common Elements is subject to the following restrictions: (a) no Owner will use such Owner's Unit or permit such Unit or any part of such Unit to be used, for any purpose which is not first approved in writing by Declarant; and, (b) Declarant may use any of Declarant's Unit(s) or permit Declarant's Unit(s) or any part of such Unit(s) to be occupied or used for any purpose not expressly prohibited by this Declaration. No use or operation will be made, conducted or permitted on the Property or with respect to any Unit, or any portion thereof, or any Common Element, by an Owner or the Owner's tenants, subtenants, guests, invitees or licensees, which is obnoxious to or out of harmony with the operation of office and/or retail establishments common to first-class commercial office and/or retail facilities in the Houston, Texas metropolitan area, including, but not limited to, any of the following uses: any nuisance, noxious, immoral or offensive activity of any sort or any use or practice which interferes with the peaceful enjoyment or possession and proper use of the Condominium Project (for purposes of this Declaration, a nuisance is any activity or condition which is reasonably considered to be an annoyance to persons of ordinary sensibilities and/or which may reduce the desirability of the Condominium Project; provided, however, the term "nuisance" does not include activities of Declarant in regard to the completion of the Condominium Project, and further provided, the Board will have the authority to determine whether any use, practice, activity or condition is a nuisance and the Board's reasonable, good faith determination will be conclusive and binding upon all parties); any business which is unreasonably offensive by reason of odor, fumes, vibrations, dust, smoke, radiation, noise or pollution or is hazardous by reason of danger of fire or explosion; any use which violates laws or requirements of governmental authorities having jurisdiction over the Condominium Project; any use as a warehouse, assembly hall, distillation operation, mobile home park or trailer park; the drilling for and/or removal of subsurface substances; any central laundry or dry cleaning plant or laundromat; museum; dancehall, saloon, cocktail lounge, bar, nightclub or strip club; any restaurant or food service establishment; kennel or any establishment where animals of any kind are raised, bred, kept or boarded; school; church; movie theater; game room or other place of public or private amusement; pool hall or billiard hall; skating rink; bowling alley; bingo hall; pawnshop; mortuary or funeral home; automobile or vehicle sale or rental facilities or store; automobile or vehicle body and repair shop; flea market; adult book store or store selling sexually explicit

material; sexually-oriented business; tattoo shop, except that tattooing for cosmetic or anesthetic purposes will not be prohibited; massage parlors, except that massage services provided by duly licensed massage personnel which are included with other spa services or for therapeutic purposes will not be prohibited; any store or similar business which sells merchandise commonly recognized as drug paraphernalia; a residence or use as sleeping or living quarters; or a hotel or other arrangement whereby such use is for sleeping or living quarters (collectively, **"Prohibited Uses"**).

25.1.2. Remedies for Non-Compliance. If any of the Prohibited Uses is conducted on the Condominium Project by an Owner or such Owner's tenant, subtenant, guest, invitee or licensee, then Declarant, as long as Declarant's Development Rights exist, and, thereafter, the Association, may give notice of such violation to the Owner (**"Original Notice"**). Such Owner will have a period of ten (10) days after the date of delivery of such Original Notice to permanently cease such Prohibited Use or cause such Prohibited Use to permanently cease. If such Owner or such Owner's tenant, subtenant, guest, invitee or licensee does not permanently cease such Prohibited Use or, having complied, engages in the same or another Prohibited Use within the Condominium Project within twelve (12) months of the date of receipt of the Original Notice, then Declarant, as long as Declarant's Development Rights exist, and, thereafter, the Association, may give notice of the violation with a statement of intent to exercise the purchase option set forth in this Section 25.1.2 (**"Second Notice"**). If the Prohibited Use continues to exist for a period of ten (10) days after the date of the Second Notice, then Declarant, as long as Declarant's Development Rights exist, and, thereafter, the Association, will have the right, but not the obligation, to repurchase such Owner's Unit for a sum equal to eighty percent (80%) of the price for which such Owner's Unit was originally sold by Declarant to such Owner. Declarant or the Association, as the case may be, may exercise such option to purchase the Unit by delivering written notice to such Owner within sixty (60) days after the date the Second Notice of violation is delivered to such Owner. Closing on the purchase of such Unit will occur within thirty (30) days of the date of delivery of Declarant's (or the Association's, as the case may be) notice of intent to purchase such Unit. Such Owner will be obligated to convey title to the Owner's Unit by general warranty deed, free and clear of all liens. Taxes on such Unit will be prorated as of the date of closing. Declarant (or the Association, as the case may be), may enforce specific performance of this provisions of this Declaration; provided, however, this purchase option will be in addition to, and not in lieu of, all other remedies available to Declarant and the Association for a violation of the provisions of this Declaration.

25.1.3. Use of Common Elements. Subject to the rights of Declarant as provided in this Declaration, there will be no obstruction of the Common Elements, nor will anything be kept or stored on any part of the General Common Elements without the prior written approval of the Association. Except for those improvements erected or installed by Declarant in Declarant's completion of the Condominium Project, and except as otherwise provided herein, nothing will be altered on, constructed in or removed from the Common Elements without the prior written approval of the Board. The use of the Common Elements will be consistent and in compliance with the provisions of the Governing Documents.

25.1.4. Certain Work Prohibited. Except for those improvements erected, constructed or installed by Declarant in Declarant's completion of the Condominium Project, without the prior written approval of the Board: (a) no exterior additions to, alterations or

decoration of any of the Buildings, including, but not limited to, any structural alterations to any Unit or Common Element, nor any changes in fences, hedges, walls or other structures, nor installation of window-mounted air conditioning units or awnings or any exterior improvement of any type will be commenced, erected, placed or maintained; (b) no Owner will undertake any work in such Owner's Unit which would jeopardize the soundness or safety of the Building, reduce the value of the Condominium Project or impair an easement or hereditament thereon or thereto, nor will any Owner enclose, by means of screening or otherwise, any balcony, yard, deck, patio, porch, passageway or walkway which is accessible from, associated with, and which adjoins a Unit; (c) no Owner will make any alteration to the exterior portions of such Owner's Unit or the roof, or to any of the Buildings or in the water, gas or steam pipes, electric conduits, plumbing or other fixtures connected therewith nor will an Owner remove any additions, improvements or fixtures from any of the Buildings; and, (d) no Owner will install, attach or hang or allow to be installed, attached or hung any equipment or wiring or electrical installations, television or radio transmitting or receiving antennas, air-conditioning units or any other equipment, item or wiring on, in or across any portion of the Common Elements or Limited Common Elements without the prior written approval of the Association.

25.1.5. Signs and Advertising. Except as hereinafter provided, no signs, advertising, billboards, unsightly objects or nuisances of any kind will be placed erected or permitted to remain in or on any Unit, nor will any signs be permitted in or on the Common Elements without the prior written approval of the Association. Notwithstanding the foregoing, reasonable signs, advertising or billboards used by Declarant in connection with Declarant's sale of Units will be permissible; provided, however, such use by Declarant will not interfere with the Owners' use and enjoyment of the Common Elements, the Owners' Units or the Owners' ingress and egress from a public way to the Common Elements or the Owners' Units.

25.1.6. Antennas, Electrical Installations, Wiring, Etc. No Owner will install, attach or hang, or allow to be installed, attached or hung, any equipment, wiring, electrical installation, television or radio transmitting or receiving antennas, satellite dishes, air conditioning units or any other like equipment or wiring in or across any portion of any of the General Common Elements or protruding through any and all, floor, ceiling, window or door which is defined as a General Common Element except as approved in writing by the Association. All radios, televisions, electrical equipment or appliances of any kind or nature, and the wiring thereof, installed or used in a Unit will fully comply with applicable statutes, laws, ordinances, rules, regulations, and requirements of all state and local public authority having jurisdiction over same.

25.1.7. Leases. Any Unit, or portion of any Unit, may be leased, provided all of the provisions of the Governing Documents pertaining to the leasing thereof, and use and occupancy of the leased Unit, or portion of the leased Unit, will be applicable and enforceable against any person occupying such Unit, or portion of such Unit, as a tenant to the same extent as they are applicable to the Owner of such Unit. The provisions of this Section 25.1.7 will constitute a covenant and agreement by such tenant occupying any Unit, or portion of any Unit, to abide by the Governing Documents. The Board is hereby deemed to be the agent of each Owner who leases such Owner's Unit, or portion of such Owner's Unit, for the purpose and with the authority to: (a) terminate any lease applicable to the Unit, or portion of such Unit, as a result of a violation by the tenant of any provisions of the Governing Documents; (b) terminate any lease applicable to the

Unit, or portion of such Unit, as a result of a violation by the Owner of any provision of this Section 25.1.7; and, (c) commence legal proceedings if the Owner of the Unit, or portion of such Unit, fails or refuses to commence legal proceedings within twenty (20) days of the date of receipt of written notice from the Association the lease has been terminated, for the purpose of evicting the tenant from the Unit, or portion of such Unit. If legal proceedings are initiated by the Association to evict a tenant which the Owner of the Unit, or portion of such Unit, fails or refuses to evict, then the Association may charge all costs and reasonable attorney's fees incurred by the Association in connection with the eviction proceeding to the Owner and the Owner's Unit. Such costs and attorney's fees will be added to and become a part of the Assessment levied against the Owner and the Unit and may be collected by the Association in the same manner provided in this Declaration for the collection of Assessments. No lease may be entered into on terms and provisions which are not approved in writing by the Association. Any proposed lease will first be submitted to the Association for review, and is further subject to the Association's and the neighboring Owners' right of first refusal to lease the Unit, or portion of such Unit, on the same terms and provisions as those proposed. If the Association does not elect to lease the Unit, or portion of such Unit, on the same terms and provisions or inform the Owner the proposed lease terms and provisions are not approved within five (5) working days after submission of the proposed lease, then the Association will within five (5) business days thereafter provide a copy of the proposed lease to all of the neighboring Owners in the same Building of the Unit, or portion of such Unit, proposed to be leased, each of whom will also have a right to lease the Unit, or portion of such Unit, on the same terms and provisions. If there is more than one neighboring Owner who exercises such Owner's option to lease the Unit, or portion of such Unit, pursuant to this Section 25.1.7, then the first to notify the Association, in writing, of such Owner's exercise of such option, will lease the Unit, or portion of such Unit, subject to the proposed lease on the same terms and provisions. If no neighboring Owner elects to lease the Unit, or portion of such Unit, within such time, then the Owner thereof may proceed to lease the Unit, or portion of such Unit, on the same terms and provisions as proposed. Any lease made in contravention of this Section 25.1.7 will be null and void and subject to termination as provided in this Section 25.1.7.

25.1.8. Unightly or Hazardous Conditions. All parts of the Condominium Project will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage will be allowed to accumulate, nor any fire hazard to exist.

25.1.9. Rules and Regulations. Rules and Regulations may be adopted by the Board concerning and governing the use of the Common Elements; provided, however, such Rules and Regulations will be uniform and nondiscriminatory. Copies of all such Rules and Regulations will be furnished to Owners prior to the time such Rules and Regulations become effective. No Owner, nor any guests, licensee or invitee of any Owner, will violate the Rules and Regulations adopted from time to time by the Board, whether relating to the use of Units, the use of Common Elements or otherwise. The Board may impose a fine in an amount as may be determined from time to time on any Owner and the Owner's Unit for each violation of such Rules and Regulations by such Owner, and such Owner's tenants, guests, invitees or licensees. Any fine levied against an Owner and the Owner's Unit will be added to and become a part of the Assessment levied against the Owner and the Unit and may be collected by the Association in the same manner provided in this Declaration for the collection of Assessments.

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TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

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25.1.10. Use of Parking Spaces; Towing. The use of parking spaces within the Condominium Project which have not been designated for the exclusive use of an Owner of a particular Unit under Section 6.2 (collectively, “**Open Parking Spaces**”) will be regulated by the Association. The Board will have the authority to designate Open Parking Spaces for visitor parking only and adopt and publish Rules and Regulations governing the last of all Open Parking Spaces. The Board will have the authority to lease Open Parking Spaces to any one or more Owners and all rental payments received by the Association will be a part of the fund maintained by the Association for the payment of Common Expenses. Any vehicle parked in an Open Parking Space in violation of the published Rules and Regulations may be towed at the direction of the Board. Parking spaces within the Condominium Project which have been designated for the exclusive use of the Owner of a Unit will be used for vehicle parking only. If a vehicle is parked in an Owner’s designated parking space without the consent of the Owner, then the Owner will have the authority to cause the vehicle to be towed.

25.1.11. Other Requirements. All Owners agree to abide by all requirements imposed by any government agency affecting the Condominium Project.

25.1.12. Compliance with Governing Documents. No Owner will do or permit anything to be done in such Owner’s Unit which is prohibited under any of the Governing Documents.

ARTICLE XXVI.

ARCHITECTURAL CONTROL

Section 26.1. Approval of Additions or Alteration to Units. No Owner will undertake any work in such Owner’s Unit which would jeopardize the soundness, safety or operation of the Condominium Project, reduce the value thereof, or impair and easement or hereditament thereon or thereto. Except as provided herein, no Owner will make structural alteration to a Unit or to the water, gas or steam pipes, electric and cable television conduits, plumbing or other fixtures connected therewith unless and until the plans and specifications showing the nature, kind, scope, height, materials, locations, and engineering aspects of such work will have been submitted to and approved by the Board. No exterior additions or alterations to any Unit, or any fence, wall or other structure, or any landscaping additions or alterations, or any other action which may affect the Common Elements will be commenced, erected or maintained within a Unit or a Limited Common Element unless and until the plans and specifications showing the nature, kind, scope, height, materials, locations, and engineering aspects of landscaping addition or alteration will have been submitted to and approved by the Board. The Board will have the right to refuse to approve any such plans or specifications or landscaping plans which are not suitable or desirable in the Board’s opinion for practical, engineering, aesthetic or other reasons, and in so passing upon such plans, the Board will have the right to take into consideration the suitability of the proposed improvement and the materials to be used in construction, the harmony thereof with the surroundings, the effect of the improvement as planned on the outlook from the adjacent or neighboring property, and the effect of the proposed improvements on the soundness, safety or operation of the Condominium Project. The Board is expressly authorized to disapprove any proposed addition, improvement or modification for purely aesthetic considerations. Any and all projects approved by the Board hereunder will be proposed either by the Association’s personnel or by a licensed and insured

contractor on the list of contractors approved by the Board (“**Licensed Contractor**”). Any such Licensed Contractor will carry insurance of such types and in such amounts as the Board may determine in its reasonable discretion, and any such Licensed Contractor will provide the Board with a Certificate of Insurance evidencing such insurance and naming the Association as an additional insured. No Owner will remove any additions, improvements or fixtures from a Unit or Limited Common Elements without the prior written approval of the Board.

Section 26.2. Submission Fee; Approval of Plans. The Board may establish and change from time to time, if deemed appropriate, a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, engineers, designers and/or inspectors in order to approve such plans and specifications and/or to monitor the work (“**Submission Fee**”). The Submission Fee then in effect will be submitted to the Board with the plans and specifications. A request for approval of proposed additions or modifications to a Unit will not be deemed submitted unless the Submission Fee then in effect is included with the plan, and specifications. Any request for approval of proposed additions or modifications to a Unit which are covered by this Section will be deemed approved by the Board unless disapproval or a request for additional information is transmitted to the Owner by the Board within forty-five (45) days after the date of receipt by the Board of the request (with the required Submission Fee); provided, however, no such deemed approval will operate to permit an Owner to do any act or make any alterations or additions to a Unit which violates any provision of this Declaration. Further, the approval of any plans and specifications by the Board will not be construed in any respect as a representation or warranty by the Board or any engineer, architect, designer or inspector engaged by the Association which the proposed work, as designed or constructed, conforms with any applicable building codes or governmental laws or regulations or is suitable for fit for the intended purpose.

Section 26.3. Liability for Plans. Neither the Board, nor Declarant, nor their respective successors or assigns, will be liable in damages to anyone submitting plans to them for approval or to any Owners by reasons of mistake in judgment, negligence, gross negligence or malfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications or in connection with the enforcement of the covenants contained in this Declaration. Every Owner or other person who submits plans for approval agrees, by submission of such plans and specifications, such Owner will not bring any action or suit against the Board, or Declarant to recover any such damages. Approval by the Board or Declarant will not be deemed to constitute compliance with the requirements of any local building codes, and it will be the responsibility of the Owner or other person submitting plans to the Board to comply therewith.

Section 26.4. Custom Design Criteria. In addition to any other provisions hereof relating to the alteration, maintenance, decoration or repair of any Unit, each Owner will comply with the standards set by the Custom Design Criteria in effect at the time any alterations or modifications are made to such Owner’s Unit or the Owner decorates such Owner’s Unit. The object of the Custom Design Criteria is to ensure the design integrity of the Building and to set standards for the alteration, maintenance, decoration or repair of any Unit by an Owner after initial construction by Declarant. The Custom Design Criteria are not intended to control the initial construction by Declarant. The Board will promulgate the Custom Design Criteria and will have the sole right to enforce same with respect to Units. Approval by the Board of any modification, alteration or

decoration of a Unit will be conclusive as to compliance with the standards set by the Custom Design Criteria unless the representations made to the Board by the Owner of such Unit with respect to such modification, alteration or decoration are incorrect or unless the facts upon which the Board makes the Board's decision will materially change. Amendment or modification of the Custom Design Criteria will be in the sole control and at the sole discretion of the Board from time to time. No amendment of the Custom Design Criteria, however, will be retroactive or will be applicable to any modification, alteration or decoration of a Unit made upon the approval of the Board or made or undertaken in good faith based upon the Custom Design Criteria in effect immediately prior to the date of enactment of such amendment and in progress at the date on which the amendment is voted.

Section 26.5. Architectural Control Committee. The Board, by resolution, may form and delegate to an Architectural Control Committee any or all of the Board's rights, authority, duties, and/or architectural control under this Article XXVI, and such Architectural Control Committee will perform same as set forth in this Article XXVI.

ARTICLE XXVII.

ACCEPTANCE OF PROVISIONS OF ALL DOCUMENTS

Section 27.1 Acceptance. The conveyance or encumbrance of a Unit will be deemed to include the acceptance of all of the provisions of the Governing Documents and the duly adopted resolutions of the Association and the Board, and each and all will be binding upon each grantee or encumbrancer without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

ARTICLE XXVIII.

FIRST RIGHT OF REFUSAL

Section 28.1. Right of First Refusal – Sale and Other Transfers except Leases. Except for sales by Declarant, any sale of a Unit is subject a right of first refusal by Declarant, the Association, and certain neighboring Owners, as provided in this Section 28.1. If an Owner proposes to sell a Unit, then a written contract for any proposed sale of a Unit, or if there is no written contract, then a written summary of the proposed sale (including all terms and thereof), will be submitted to the Association for review before the consummation of any sale or transfer other than a foreclosure, tax, constable's, sheriff's, trustee's, substitute trustee's or similar sale, transfer or conveyance, or similar transaction. The Association will notify Declarant of the proposed sale. The selling Owner or prospective buyer will provide such information as the Association may request about the identity of the prospective buyer and the ownership of such prospective buyer. If Declarant will decide the purchase the Unit on the same terms and conditions, Declarant will notify the Association and the selling Owner within five (5) business days after submission of the proposed contract or summary, and consummate the purchase as hereinafter provided. If the proposed sale is at a price which exceeds one hundred and ten percent (110%) of the fair market value of the Unit in question, then Declarant may purchase such Unit at a price equal to one hundred and ten percent (110%) of the fair market value of the Unit, as determined by an appraiser selected by the Association in good faith, and consummate the purchase as hereinafter provided. If Declarant does not so notify the Association and selling Owner of Declarant's election to purchase the Unit,

then the Association will thereafter have a right to purchase the Unit on the same terms and conditions. If the Association will decide to purchase the Unit on the same terms and conditions, then the Association will notify the selling Owner within five (5) business days after the expiration of Declarant's period in which to exercise Declarant's right to purchase the Unit. If the Association does not inform the selling Owner of the Association's election to purchase the Unit on the same terms and conditions within five (5) working days after, then the Association will, within five (5) business days after the expiration of the Association's option period provide a copy of the proposed contract or summary to each neighboring Owner on the same floor, if any, of the Unit proposed to be sold, each of whom will also have a right to purchase the Unit on the same terms and conditions. If there is more than one neighboring Owner on the same floor, then the first neighboring Owner to notify the Association, ~~in~~ in writing, of such neighboring Owner's exercise of such neighboring Owner's option, will be entitled to purchase the Unit and will consummate the purchase as hereinafter provided. If no neighboring Owner elects to purchase the Unit within such time and Declarant and the Association have not elected to exercise their respective purchase options, then the Association will so notify the Owner in writing, and the Owner may proceed to consummate the sale of the Unit to the proposed buyer on the same terms and conditions as proposed. If Declarant, the Association or any Owner exercise their respective right to purchase the Unit, then such purchase will be consummated within thirty (30) days after the notice of the purchase exercise is given. If the Owner does not consummate the proposed sale as provided for in the proposed contract or summary, then any other proposed sale or transfer by such Owner will remain subject to right of first refusal and must be resubmitted to Declarant, the Association, and the neighboring owners in the manner as provided for in this Section 28.1. If any Unit is sold or acquired in any manner by any party at a foreclosure, tax, constable's, sheriff's, trustee's, substitute trustee's or similar sale, transfer or conveyance, or similar transaction, then the new owner will notify Declarant and the Association of the fact of such sale, and provide full written details of such sale, transfer or conveyance. Declarant, or if Declarant does not so elect then the Association, may acquire any Unit, title to which is sold to or acquired in any manner by any party at a foreclosure, tax, constable's, sheriff's, trustee's, substitute trustee's or similar sale, transfer or conveyance, at the same price paid at such sale, transfer or conveyance, by tendering payment to the purchasing party in an amount equal to the sales price, successful bid price or equivalent amount, within thirty (30) days after the Association's receipt of notice of sale and details thereof as required by this Section 28.1, and the other party will contemporaneously convey the Unit to Declarant or the Association. Any sale, transfer, conveyance or purposed sale, transfer or conveyance made in contravention of these provisions will be null and void and of no force or effect.

Section 28.2. Right of First Refusal – Leases. In addition to the right of first refusal as set forth in Section 28.1, the Association and certain neighboring Owners also have certain rights of first refusal for leases of a Unit, as set forth in Section 25.1.7 of this Declaration.

ARTICLE XXIX. MISCELLANEOUS

Section 29.1. Severability. If any of the terms or provisions of this Declaration or any article, section, paragraph, sentence, clause, phrase or word, or the application thereof, or any circumstances thereof are invalidated, then such invalidity will not affect the validity of the remainder of this Declaration, and the application of any such term, provision, paragraph, sentence,

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clause, phrase or word and any other circumstances will not be affected thereby.

Section 29.2. Singular; Plural. Whenever used herein, unless the context will otherwise provide, the singular number will include the plural, the plural the singular, and the use of any gender will include all genders.

Section 29.3. Article and Section References. Article and section titles are for the convenience of reference and are not intended to limit, comment, enlarge or change the meaning of the contents of the various articles and sections of this Declaration.

Section 29.4. Enforcement. The terms and provisions of this Declaration may be enforced, through judicial action or otherwise, in accordance with the terms hereof by Declarant during any period which Declarant is entitled to appoint any Board Member, the Association or by any Owner aggrieved by any violation of the terms and provisions hereof.

Section 29.5. Waiver. No failure by the Association to insist upon the strict compliance or performance with any term or provision contained in this Declaration will constitute a waiver of any such term or provision unless such waiver is made in writing by the Association. Any waiver of a breach or violation made by the Association in writing will not prevent a subsequent act which constitutes a violation of any term, provision or covenant hereunder from having all the force and effect of a violation or prevent the Association from exercising all of the Association's rights and remedies hereunder.

Section 29.6. No Obligations. Nothing contained in the Declaration will be deemed to impose upon Declarant or Declarant's successors or assigns any obligation of any nature to build, construct or provide any improvements except to the extent required by the Act.

Section 29.7. Governing Law. THE GOVERNING DOCUMENTS WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THE CONDOMINIUM PROJECT IS EXCLUSIVELY SET IN HARRIS COUNTY, TEXAS.

Section 29.8. Utilities. Each Owner will pay for each Owner's own utilities which are separately metered and billed to each Unit by the respective utility companies or by the Association. Utility expenses which are not separately billed or metered will be part of the Common Expenses and each Owner will pay each Owner's pro-rata share thereof as in the case of other Common Expenses.

Section 29.9. Usury. It is expressly stipulated the terms of the Governing Documents will at all times comply with the usury laws of the State of Texas if such laws are ever revised, repealed or judicially interpreted so as to render usurious any amount called for by the Governing Documents or contracted for, charged or received in connection with any amounts due under the Governing Documents, or if the Association's exercise of any provisions of the Governing Documents results in any party having paid any interest in excess of that which is permitted by applicable law, then it is the Association's and/or Declarant's express intent all excess amounts theretofore collected by the Association be credited on the principal balance of any indebtedness

(or, if the indebtedness has been paid in full, refunded to the payor), and the provisions of the Governing Documents immediately be deemed reformed and the amounts thereafter collected be reduced, without the necessity of execution of any new document, so as to comply with then applicable law, but so as to permit the recovery of the fullest amount otherwise called for under the Governing Documents and under applicable law.

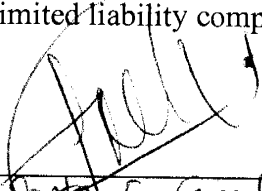
Section 29.10. Conflict Between Provisions. If there is any conflict among the terms and provisions of the Governing Documents or applicable law, or between any or all of them, then: (a) the Bylaws will control over the Rules and Regulations; (b) the Certificate will control over both the Bylaws and the Rules and Regulations; (c) this Declaration will control over the Certificate, the Bylaws, and the Rules and Regulations; and, (d) applicable law will control over all of the foregoing.

*REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE AND EXHIBIT PAGES TO FOLLOW*

IN WITNESS WHEREOF, Declarant has executed this Declaration of Condominium for Mason Business Park as of the day, month, and year set forth in the acknowledgment below, to be effective for all purposes, however, as of the day, month, and year this Declaration of Condominium for Mason Business Park is recorded in the Condominium Records of Harris County, Texas.

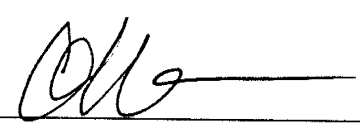
DECLARANT:

JAMMS REAL ESTATE LLC,
a Texas limited liability company

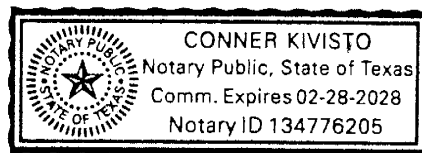
By: 
Name: Santos F. Gonzalez
Title: Owner

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Declaration of Condominium for Mason Business Park was acknowledged before me by Santos Gonzalez, Owner of JAMMS Real Estate, LLC, a Texas limited liability company, on behalf of same and as the act and deed of said entity, on March 24, 2025.



Notary Public, State of Texas
My Commission Expires: 2/28/2028



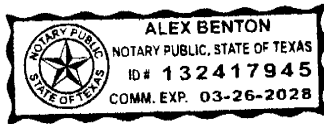
DECLARANT:

MASON FORGE LLC,
a Texas limited liability company

By: _____
Name: Marco Cano
Title: President

STATE OF TEXAS §
COUNTY OF JEFFERSON §
A.B. §

This Declaration of Condominium for Mason Business Park was acknowledged before me by MARCO CANO, PRESIDENT of Mason Forge LLC, a Texas limited liability company, on behalf of same and as the act and deed of said entity, on March 25, 2025.



Alex Benton
Notary Public, State of Texas
My Commission Expires: 03/26/2028

OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

MASON BUSINESS PARK A COMMERCIAL
CONDOMINIUM DEVELOPMENT IN HARRIS
COUNTY TEXAS DECLARATION OF CONDOMINIUM

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DECLARANT:

RGQ DEVELOPMENTS LLC,
a Texas limited liability company

By: 

Name: ERNESTO QUINTANILLA

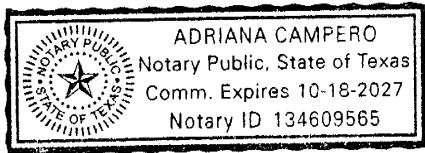
Title: MANAGING PARTNER

STATE OF TEXAS

COUNTY OF ~~HARRIS~~ Fort Bend
AC

§
§
§

This Declaration of Condominium for Mason Business Park was acknowledged before me by Ernesto Quintanilla of RGQ Developments LLC, a Texas limited liability company, on behalf of same and as the act and deed of said entity, on March __, 2025.





Notary Public, State of Texas

My Commission Expires: 10/18/2027

EXHIBIT "A"
JAMMS Property Legal Description
(Units 101 – 105; 201 – 205; and, 301 – 305)

Field note description of 3.1413 acres (136,837 square feet) of land, out of Unrestricted Reserve "A", Block 1 of Mason Morton Ranch, according to the map or plat thereof recorded in Film Code No. 677887 of the Harris County Map Records and being out of the residue of a called 12.483-acre tract recorded under H.C.C.F. No. 20150588024 of the Official Public Records of Harris County, Texas, said 3.1413-acre tract being more particularly described by metes and bounds as follows (bearings are referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83.):

COMMENCING at a $\frac{5}{8}$ inch iron rod with cap found at the intersection of the South right-of-way line of Morton Road (width varies) and the West right-of-way line of Mason Road (100 feet wide) for the Easterly most Northeast corner of said Unrestricted Reserve "A", Block 1 of Mason Morton Ranch and the Northeast corner of that certain called 1.722-acre tract recorded under H.C.C.F. No. RP-2016-527110;

THENCE, S 02° 25' 11" E, along the West right-of-way line of Mason Road, at 250.11 feet past a $\frac{5}{8}$ inch iron rod with cap found marking the Southeast corner of said called 1.722-acre tract and the Northeast corner of that certain called 1.0817-acre tract recorded under H.C.C.F. No. RP-2016-214404, at 425.11 feet past a $\frac{5}{8}$ inch iron rod with cap found marking the Southeast corner of said called 1.0817-acre tract and continuing a total distance of 567.22 feet to a $\frac{5}{8}$ inch iron rod with cap set for the Northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 02° 25' 11" East, continuing along the West right-of-way line of Mason Road, a distance of 500.87 feet to a $\frac{5}{8}$ inch iron rod with cap set for the Northeast corner of that certain called 0.253-acre tract (40-foot access easement) and the Southeast corner of the herein described tract;

THENCE, S 87° 34' 18" W, along the North line of said called 0.253-acre tract, a distance of 275.24 feet to a $\frac{5}{8}$ inch iron rod with cap set in the West line of said Unrestricted Reserve "A", Block 1 of Mason Morton Ranch for the Southwest corner of the herein described tract;

THENCE, N 01° 56' 56" W, along the West line of said Unrestricted Reserve "A", a distance of 500.93 feet to a $\frac{5}{8}$ inch iron rod with cap set for the Northwest corner of the herein described tract;

THENCE, N 87° 34' 49" E, across said Unrestricted Reserve "A", Block 1 of Mason Morton Ranch, a distance of 271.13 feet to the POINT OF BEGINNING and containing 3.1413 acres (136,837 square feet) of land, more or less.

EXHIBIT "B"
Mason Forge Property Legal Description
(Units 410- 404; and, 501 – 504)

Field note description of 0.8953 acres or 39,000 square feet of land situated in the H.&T.C.R.R. Company Survey, Section 43, Block 2, Abstract Number 438, Harris County, Texas, being a portion of that certain Unrestricted Reserve "A" of Mason Morton Ranch, a subdivision as shown on map or plat recorded under Film Code Number 677887 of the Map Records of Harris County, Texas, said 0.8953 acres or 39,000 square feet of land being more particularly described by metes and bounds as follows (bearings are referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83): *

COMMENCING at a $\frac{5}{8}$ inch iron rod with cap found at the Southeasterly end of a 30 foot cut-back line between the Westerly right-of-way line of Mason Road (100 foot right-of-way) and the Southerly right-of-way line of Morton Road (variable width right-of-way);

Thence, S 02° 25' 11" E, along the Westerly right-of-way line of said Mason Road, a distance of 425.11 feet to a $\frac{5}{8}$ inch iron rod with cap found for the Southeasterly corner of that certain called 1.082-acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2016-214404 and the POINT OF BEGINNING of the herein described tract of land;

Thence, S 02° 25' 11" E, continuing along the Westerly right-of-way line of said Mason Road, a distance of 144.15 feet to a $\frac{5}{8}$ inch iron rod with cap set for corner;

Thence, S 87° 34' 49" W, severing said Unrestricted Reserve "A" of Mason Morton Ranch, a distance of 271.14 feet to a $\frac{5}{8}$ inch iron rod with cap set in the Easterly line of that certain Unrestricted Reserve "A" of Morton Ranch Crossing, a subdivision as shown on map or plat recorded under Film Code Number 698833 of the Map Records of Harris County, Texas;

Thence, N 01° 56' 56" W, along the Easterly line of said Unrestricted Reserve "A" of Morton Ranch Crossing, a distance of 144.16 feet to a $\frac{5}{8}$ inch iron rod with cap found for the Southwesterly corner of said 1.082-acre tract;

Thence, N 87° 34' 49" E, along the Southerly line of said 1.082-acre tract, a distance of 269.96 feet to the POINT OF BEGINNING and containing 0.8953 acres or 39,000 square feet of land.

EXHIBIT "C"
RGQ Property Legal Description
(Units 601 – 605; and, 701 – 705)

Field note description of 1.1722 acres (51,060 square feet) of land, out of Unrestricted "A", Block 1 of Mason Morton Ranch, according to the map or plat thereof recorded in Film Code No. 677887 of the Harris County Map Records and being out of the residue of a called 12.483-acre tract recorded under H.C.C.F. NO. 20150588024 of the Official Public Records of Harris County, Texas, said 1.1722-acre tract being more particularly described by metes and bounds as follows (bearings are referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83):

COMMENCING at a $\frac{5}{8}$ inch iron rod with cap found at the intersection of the South right-of-way line of Morton Road (width varies) and the West right-of-way line of Mason Road (100 feet wide) for the Easterly most Northeast corner of said Unrestricted Reserve "A", Block 1 of Mason Morton Ranch and the Northeast corner of that certain called 1.722-acre tract recorded under H.C.C.F. No. RP-2016-527110;

THENCE, S 02° 25' 11" E, along the West right-of-way line of Mason Road, at 250.11 feet past a $\frac{5}{8}$ inch iron rod with cap found marking the Southeast corner of said called 1.722-acre tract and the Northeast corner of that certain called 1.0817-acre tract recorded under H.C.C.F. No. RP-2016-214404, at 425.11 feet past a $\frac{5}{8}$ inch iron rod with cap found marking the Southeast corner of said called 1.0817-acre tract and continuing a total distance of 1068.10 feet to a $\frac{5}{8}$ inch iron rod with cap found for the Southeast corner of a called 3.1413-acre tract recorded under H.C.C.F. No. RP-2023-155596, and the Northeast corner of a called 0.253-acre tract (40-foot access easement), said iron rod also marks the Northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 02° 25' 11" E, continuing along the West right-of-way line of Mason Road, a distance of 185.00 feet to a $\frac{5}{8}$ inch iron rod with cap set for the Southeast corner of the herein described tract;

THENCE, S 87° 34' 18" W, across said Unrestricted Reserve "A", Block 1 of Mason Morton Ranch, a distance of 276.76 feet to a $\frac{5}{8}$ inch iron rod with cap set in the West line of said Unrestricted Reserve "A" for the Southwest corner of the herein described tract;

THENCE, N 01° 56' 56" W, along the West line of said Unrestricted Reserve "A", a distance of 185.00 feet to a $\frac{5}{8}$ inch iron rod with cap found for the Southwest corner of said called 3.1413-acre tract and the Northwest corner of the herein described tract;

THENCE, N 87° 34' 18" E, along the South line of said 3.1413-acre tract, a distance of 275.24 feet to the POINT OF BEGINNING and containing 1.1722 acres (51,060 square feet) of land, more or less.

OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

MASON BUSINESS PARK A COMMERCIAL
CONDOMINIUM DEVELOPMENT IN HARRIS
COUNTY TEXAS DECLARATION OF CONDOMINIUM

FILM CODE 220649

THIS IS PAGE 11 OF 24 PAGES

SCANNER Context IQ4400

EXHIBIT "D"
Encumbrances

JAMMS Property

1. Film Code Number 677887 of the Map Records of Harris County, Texas and under Clerk's File Number RP-2016-214405 in the Official Public Records of Harris County, Texas, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

2. Easement(s) for the purpose(s) and rights incidental thereto, as granted to Harris County MUD No. 71, in that certain instrument recorded under Harris County Clerk's File No. Y220949 in the Official Public Records of Harris County, Texas, affecting a 15 foot wide portion along the east property line.

3. Easement(s) for the purpose(s) and rights incidental thereto, as granted to Harris County MUD No. 71, in that certain instrument recorded under Harris County Clerk's File No. RP-2016-96739 in the Official Public Records of Harris County, Texas, affecting a 20 foot wide portion along the east property line.

4. Easement(s) for the purpose(s) and rights incidental thereto, as granted to Morton Ranch Katy LLC, for access easement, in that certain instrument recorded under Harris County Clerk's File No. RP-2022-79147 in the Official Public Records of Harris County, Texas, affecting 0.253 of an acre as defined by metes and bounds therein.

5. Easement(s) for the purpose(s), drainage easement, and rights incidental thereto as delineated or as offered for dedication, on the map or plat recorded under Film Code Number 677887 of the Map Records of Harris County, Texas; affecting a 15 foot wide portion along either side of the centerline of all natural drainage courses in the addition.

6. A building set-back line, as disclosed by Film Code Number 677887 of the Map Records of Harris County, Texas, affecting a 25 foot wide portion along Mason Road.

7. Interest in and to oil, gas, and other minerals, and/or royalties, bonuses, and rentals, and all other rights relating thereto, as set forth in that certain instrument recorded under Harris County Clerk's File No. 20120589413 in the Official Public Records of Harris County, Texas.

8. Terms, conditions, and stipulations for the purpose(s) shown below and rights incidental thereto, as granted to Harris County MUD No. 71 in that certain instrument recorded under Harris County Clerk's File No. W938654 in the Official Public Records of Harris County, Texas.

9. Terms, conditions, and stipulations of those certain Notices of Detention Requirements (DPOND) recorded under Harris County Clerk's File Nos. RP-2016-496448 and

RP-2017-438274 in the Official Public Records of Harris County, Texas.

10. Terms, conditions, and stipulations of that certain affidavit for on-site water treatment in that certain instrument recorded under Harris County Clerk's File No. RP-2017-438270 in the Official Public Records of Harris County, Texas.

11. Terms, conditions, and stipulations of that certain affidavit stormwater quality management plan in that certain instrument recorded under Harris County Clerk's File No. RP-2022-244764 in the Official Public Records of Harris County, Texas.

12. Consent to encroachments between Harris County MUD No. 71 and Mason Morton-Ranch, LLC as set forth in that certain instrument recorded under Harris County Clerk's File No. RP-2021-479726 in the Official Public Records of Harris County, Texas.

Mason Forge Property

1. Film Code Number 677887 of the Map Records of Harris County, Texas and under Clerk's File Number RP-2016-214405 in the Official Public Records of Harris County, Texas, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

2. Mineral and/or royalty interest as set forth in that certain instrument executed by Marilyn Miles Smith to Keechi Creek Real Estate, LLC, recorded under Harris County Clerk's File No. 20120589413 in the Official Public Records of Harris County, Texas.

3. The following easement(s) and/or building line(s) affecting the property as shown on the map or plat recorded under Film Code No. 677887 of the Map Records of Harris County, Texas: (a) 25 foot sanitary sewer easement along the east property line; (b) 20 foot sanitary sewer easement along the east property line; and, (c) 25 foot building line along the east property line.

4. Easement(s) for the purpose(s) and rights incidental thereto, as granted to Harris County MUD No. 71 in that certain instrument recorded under Harris County Clerk's File No. Y220949 in the Official Public Records of Harris County, Texas, and as shown on the map or plat of record in Film Code No. 677887 in the Map Records of Harris County, Texas.

5. Easement(s) for the purpose(s) and rights incidental thereto, as granted to Harris County MUD No. 71 in that certain instrument recorded under Harris County Clerk's File No. RP-2016-96739 in the Official Public Records of Harris County, Texas, and as shown on the map or plat of record in Film Code No. 677887 in the Map Records of Harris County, Texas.

6. Waiver of Special Appraisal for the Benefit of Harris County Municipal Utility District No. 71 recorded under Harris County Clerk's File No. W938654 in the Official Public Records of Harris County, Texas.

7. Terms, conditions, and stipulations of those certain Notices of Detention Requirements (DPOND) recorded under Harris County Clerk's File Nos. RP-2016-496448 and RP-2017-438274 in the Official Public Records of Harris County, Texas.

8. Terms, conditions, and stipulations of that certain affidavit for on-site water treatment in that certain instrument recorded under Harris County Clerk's File No. RP-2017-438270 in the Official Public Records of Harris County, Texas.

9. Sanitary Sewer Easement executed by Mason Morton Ranch, LLC to Morton Ranch Katy LLC, in that certain instrument recorded under Harris County Clerk's File No. RP-2021-345174 in the Official Public Records of Harris County, Texas.

10. Terms, conditions, and stipulations of that certain affidavit to the public for stormwater quality management plan in that certain instrument recorded under Harris County Clerk's File No. RP-2022-244764 in the Official Public Records of Harris County, Texas.

11. Water Meter Easement executed by Mason Forge, LLC to Harris County Municipal Utility District No. 71 in that certain instrument recorded under Harris County Clerk's File No. RP-2024-385966 in the Official Public Records of Harris County, Texas.

RGQ Property

1. Film Code Number 677887 of the Map Records of Harris County, Texas and under Clerk's File Number RP-2016-214405 in the Official Public Records of Harris County, Texas, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

2. A building set-back line, as disclosed by Film Code Number 677887 of the Map Records of Harris County, Texas, affecting a 25 foot wide portion along Mason Road.

3. Easement(s) for the purpose(s) and rights incidental thereto, as granted to Harris County MUD No. 71 in that certain instrument recorded under Harris County Clerk's File No. Y220949 in the Official Public Records of Harris County, Texas, affecting a 15 foot wide portion along the east property line.

4. Easement(s) for the purpose(s) and rights incidental thereto, as granted to Harris County MUD No. 71 in that certain instrument recorded under Harris County Clerk's File No. RP-2016-96739 in the Official Public Records of Harris County, Texas, affecting a 20 foot wide portion along the east property line.

5. Easement(s) for the purpose(s), drainage easement, and rights incidental thereto as delineated or as offered for dedication, on the map or plat recorded under Film Code Number 677887 of the Map Records of Harris County, Texas; affecting a 15 foot wide portion along either side of the centerline of all natural drainage courses in the addition.

6. Terms, conditions, and stipulations of that certain Consent to Encroachments between Harris County MUD No. 71 and Mason-Morton Ranch, LLC as set forth in that certain instrument recorded under Harris County Clerk's File No. RP-2021-479726 of the Official Public Records of Harris County, Texas.

7. Easement(s) for the purpose(s) and rights incidental thereto, as granted to Harris County MUD No. 71, for storm sewer easement, in that certain instrument recorded under Harris County Clerk's File No. RP-2018-483086 of the Official Public Records of Harris County, Texas, affecting 0.774 of an acre as defined by metes and bounds therein.

8. Easement(s) for the purpose(s) and rights incidental thereto, as granted to Morton Ranch Katy LLC, for access easement, in that certain instrument recorded under Harris County Clerk's File No. RP-2022-79147 in the Official Public Records of Harris County, Texas, affecting 0.253 of an acre as defined by metes and bounds therein.

9. Terms, conditions, stipulations, and easement(s), and rights incidental thereto, as granted to Morton Ranch Katy, LLC, a Texas limited liability company, in that certain instrument recorded under Harris County Clerk's File No. RP-2023-430338 in the Official Public Records of Harris County, Texas.

10. Terms, conditions, stipulations, and easement(s), and rights incidental thereto, as granted to Morton Ranch Katy, LLC, a Texas limited liability company, in that certain instrument recorded under Harris County Clerk's File No. RP-2024-15647 in the Official Public Records of Harris County, Texas.

11. Interest in and to oil, gas, and other minerals, and/or royalties, bonuses, and rentals, and all other rights relating thereto, as set forth in that certain instrument recorded under Harris County Clerk's File No. 20120589413 in the Official Public Records of Harris County, Texas.

12. Waiver of Special Appraisal for the Benefit of Harris County Municipal Utility District No. 71, recorded under Harris County Clerk's File No. W938654 in the Official Public Records of Harris County, Texas.

13. Terms, conditions, and stipulations of those certain Notices of Detention Requirements (DPOND) recorded under Harris County Clerk's File Nos. RP-2016-496448 and RP-2017-438274 in the Official Public Records of Harris County, Texas.

14. Terms, conditions, and stipulations of that certain affidavit to the public for stormwater quality management plan, recorded under Harris County Clerk's File No. RP-2017-438270 in the Official Public Records of Harris County, Texas.

15. Terms, conditions, and stipulations of that certain affidavit to the public for stormwater quality management plan, recorded under Harris County Clerk's File No. RP-2022-244764 in the Official Public Records of Harris County, Texas.

OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

MASON BUSINESS PARK A COMMERCIAL
CONDOMINIUM DEVELOPMENT IN HARRIS
COUNTY TEXAS DECLARATION OF CONDOMINIUM

FILM CODE 220650

THIS IS PAGE 12 OF 24 PAGES

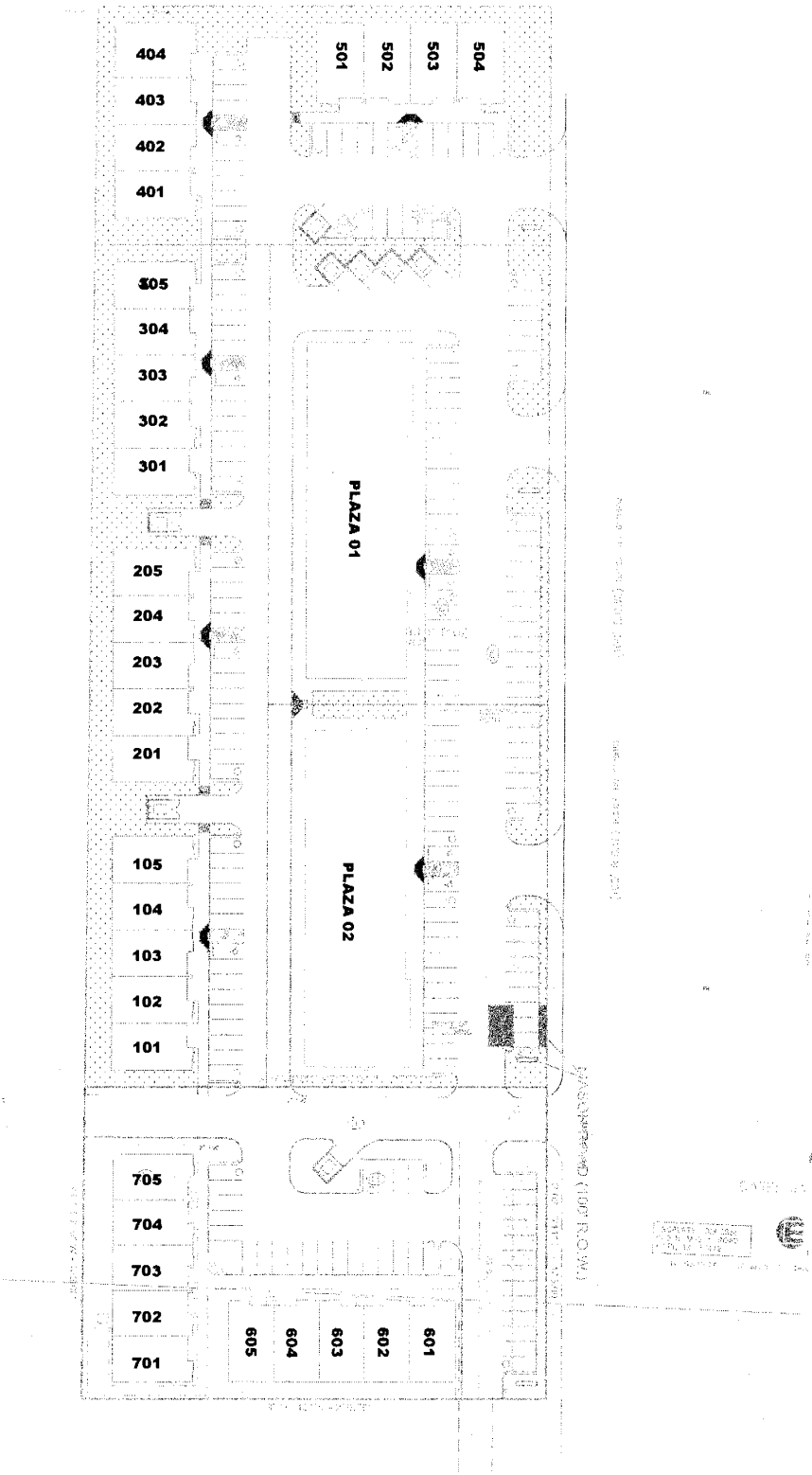
SCANNER Context IQ4400

EXHIBIT "E"
Plans and Plat (Surveys)

Plans (see attached plans)

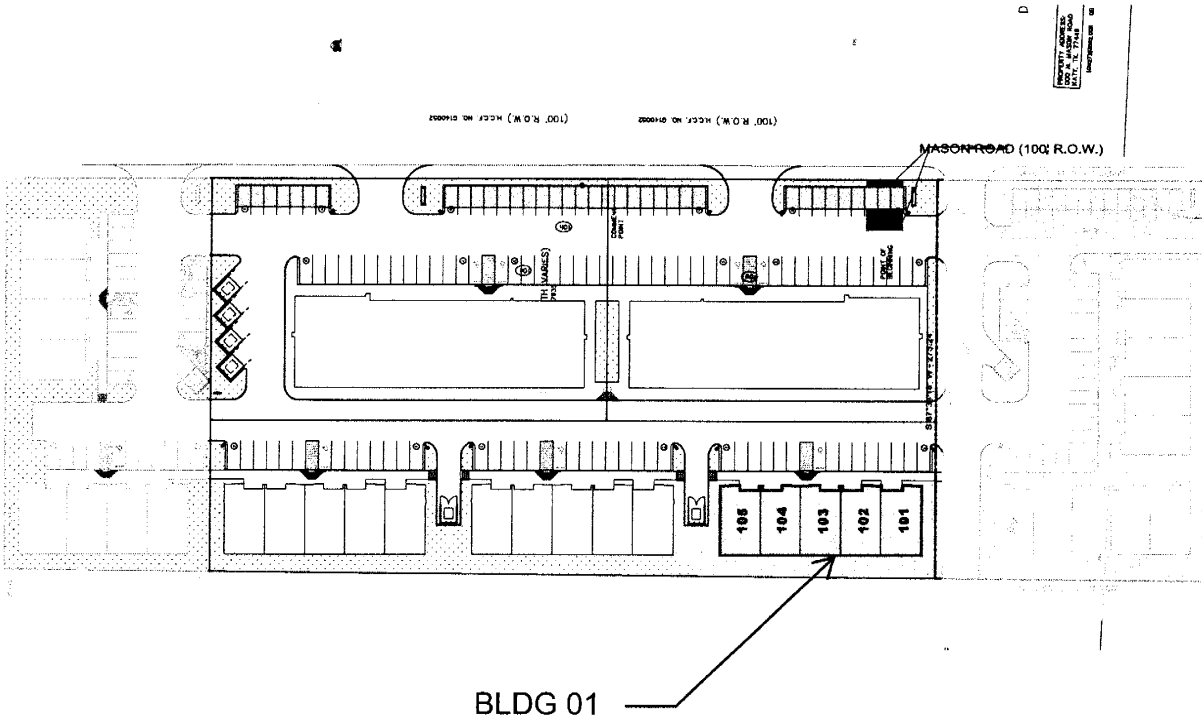
MASON BUSINESS PARK DEVELOPMENT

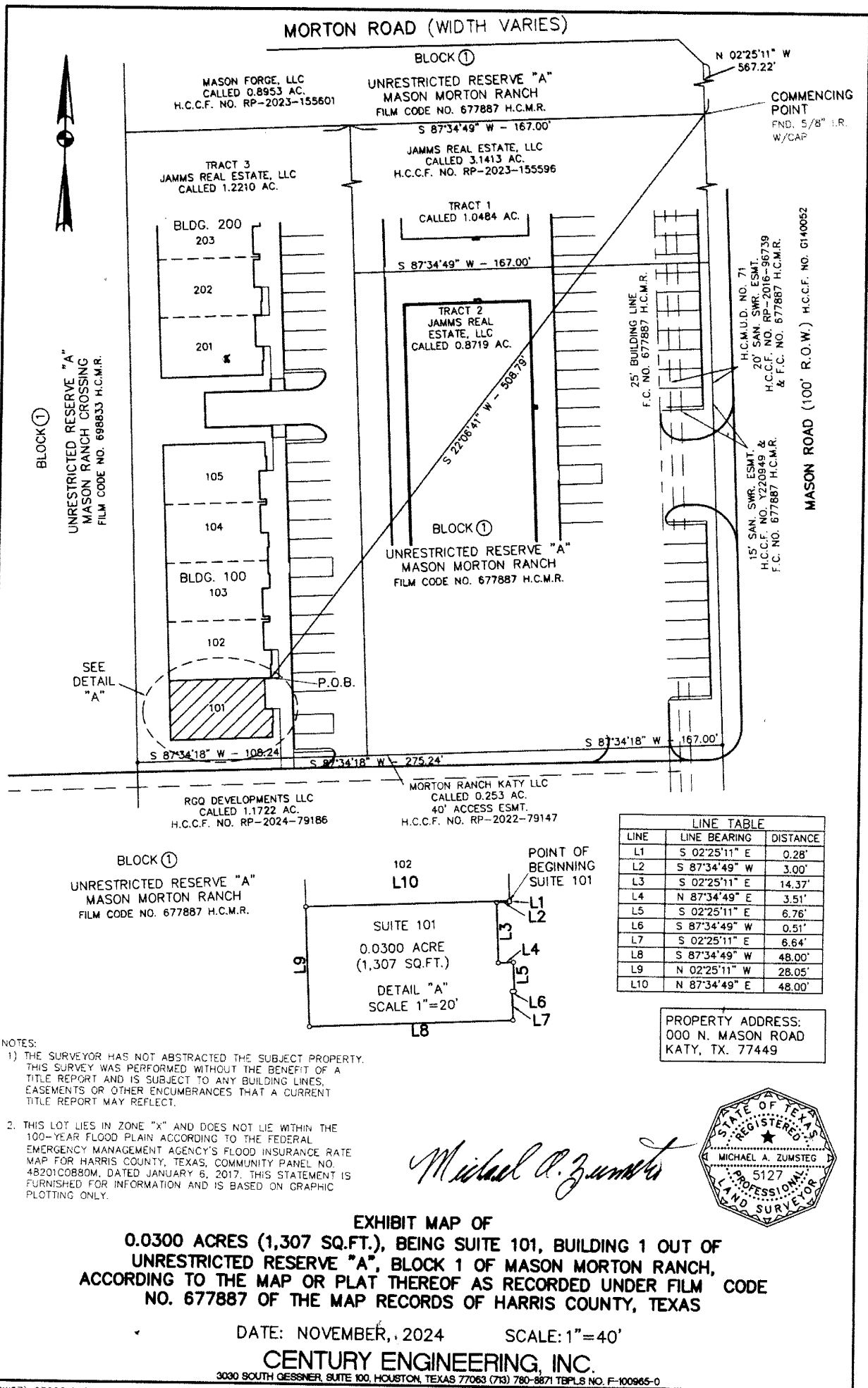
LEGAL DESCRIPTIONS AND SURVEYS



TRACT 3 OFFICE CONDOS

BLDG 01 - SUITES 101 - 105



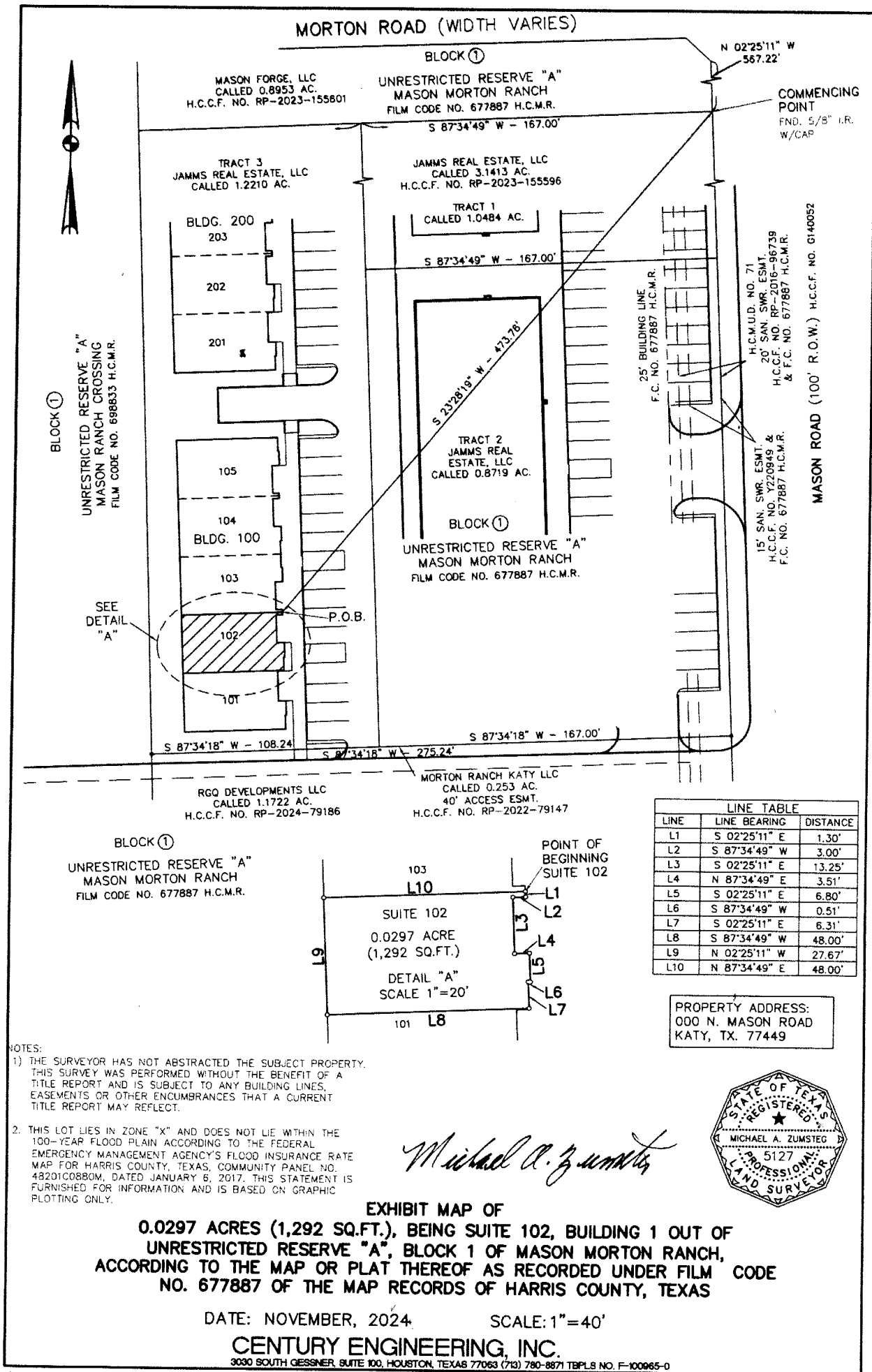


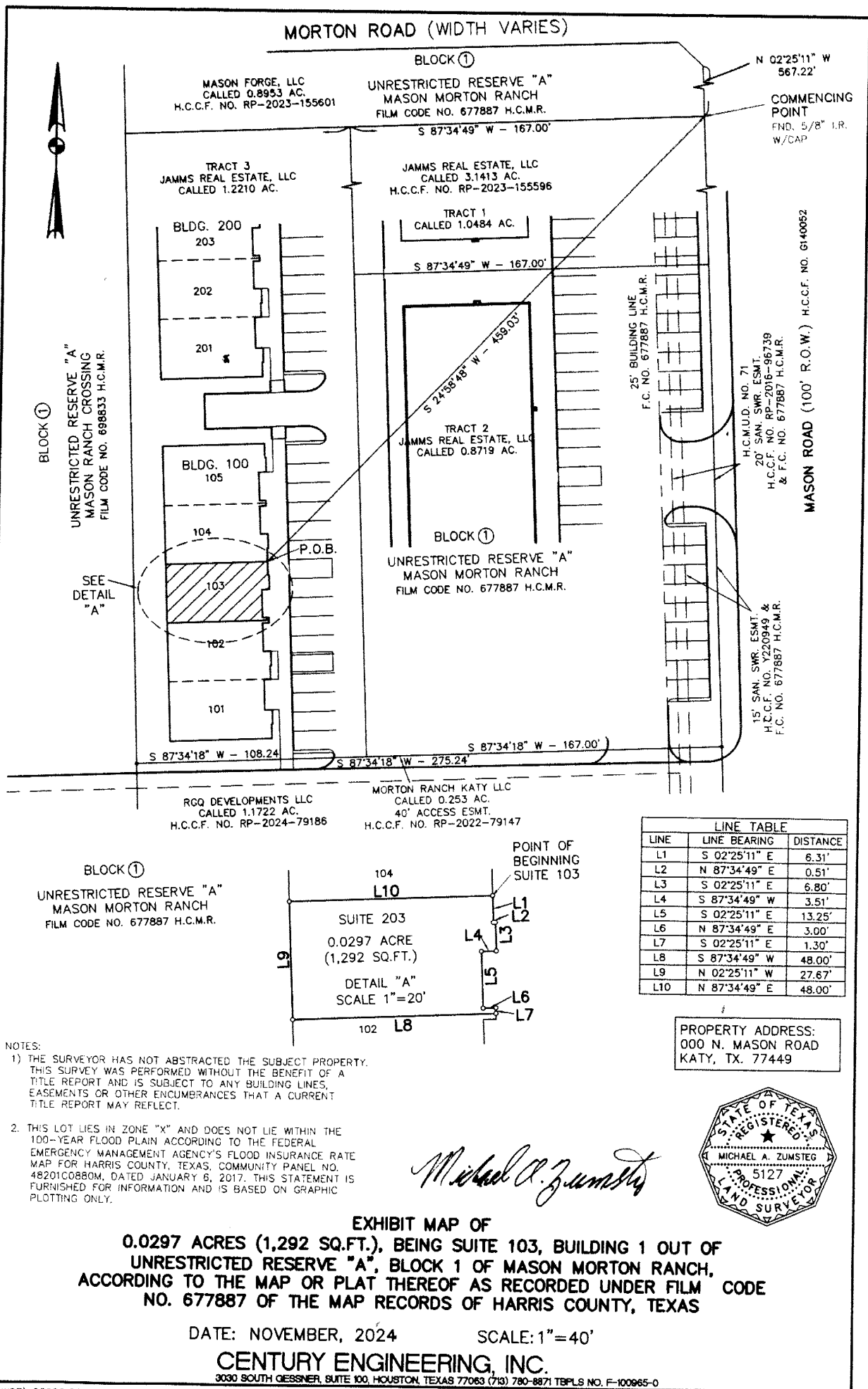
OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
MASON BUSINESS PARK A COMMERCIAL
CONDOMINIUM DEVELOPMENT IN HARRIS
COUNTY TEXAS DECLARATION OF CONDOMINIUM

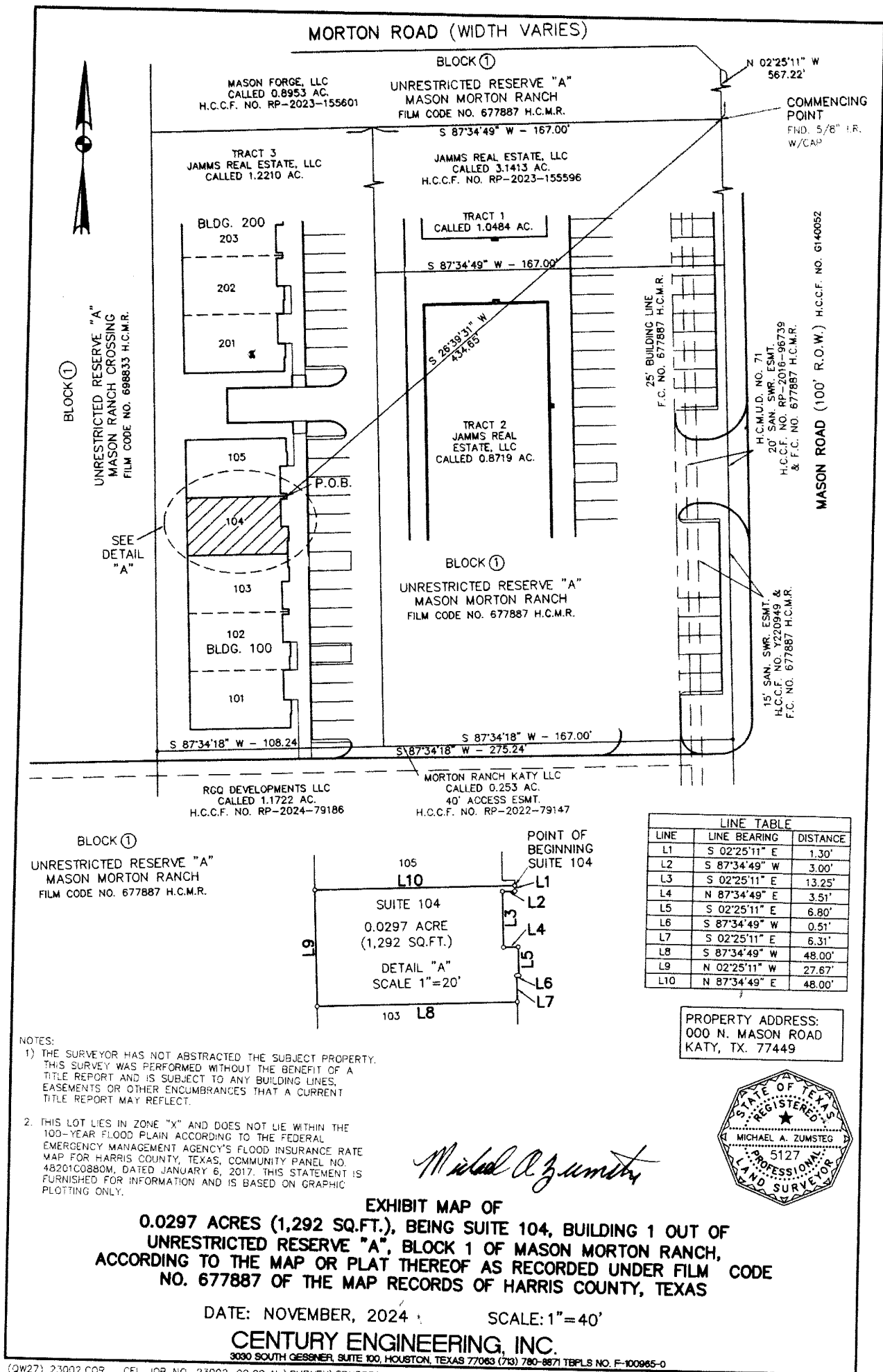
FILM CODE 220651

THIS IS PAGE 13 OF 24 PAGES

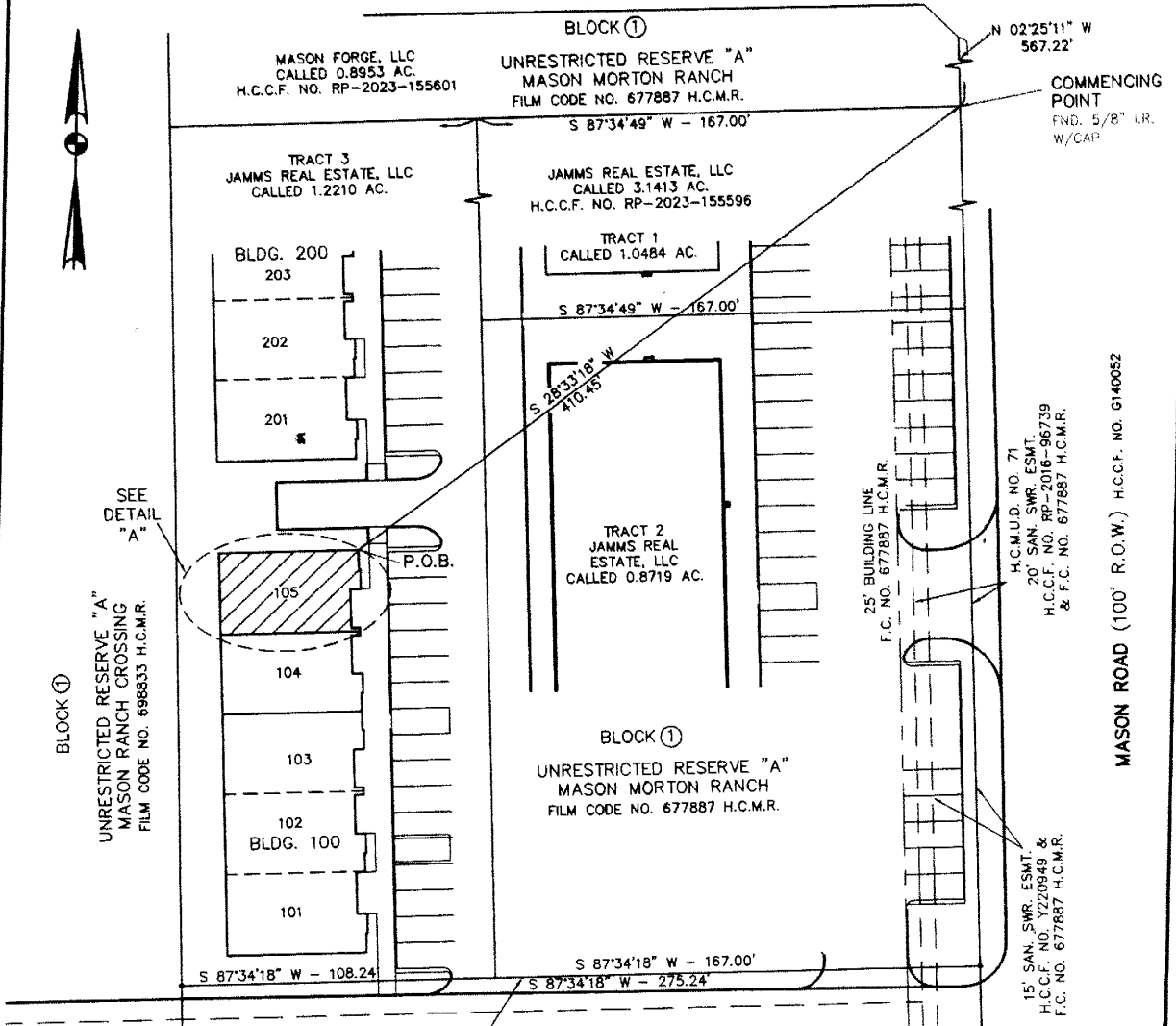
SCANNER Context IQ4400







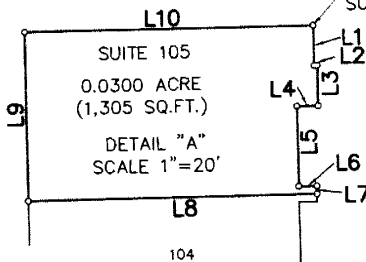
MORTON ROAD (WIDTH VARIES)



RGD DEVELOPMENTS LLC
CALLED 1.1722 AC.
H.C.C.F. NO. RP-2024-79186

MORTON RANCH KATY LLC
CALLED 0.253 AC.
40' ACCESS ESMT.
H.C.C.F. NO. RP-2022-79147

BLOCK ①
UNRESTRICTED RESERVE "A"
MASON MORTON RANCH
FILM CODE NO. 677887 H.C.M.R.



POINT OF
BEGINNING
SUITE 105

| LINE TABLE | | |
|------------|---------------|----------|
| LINE | LINE BEARING | DISTANCE |
| L1 | S 02°25'11" E | 6.64' |
| L2 | N 87°34'49" E | 0.51' |
| L3 | S 02°25'11" E | 6.76' |
| L4 | S 87°34'49" W | 3.51' |
| L5 | S 02°25'11" E | 13.25' |
| L6 | N 87°34'49" E | 3.00' |
| L7 | S 02°25'11" E | 1.30' |
| L8 | S 87°34'49" W | 48.00' |
| L9 | N 02°25'11" W | 27.95' |
| L10 | N 87°34'49" E | 48.00' |

PROPERTY ADDRESS:
000 N. MASON ROAD
KATY, TX. 77449

NOTES:

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
- 2) THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.

Michael A. Zumsteg



EXHIBIT MAP OF
0.0300 ACRES (1,305 SQ.FT.), BEING SUITE 105, BUILDING 1 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM CODE
NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

DATE: NOVEMBER, 2024

SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TPLS NO. F-100965-0

OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
MASON BUSINESS PARK A COMMERCIAL
CONDOMINIUM DEVELOPMENT IN HARRIS
COUNTY TEXAS DECLARATION OF CONDOMINIUM

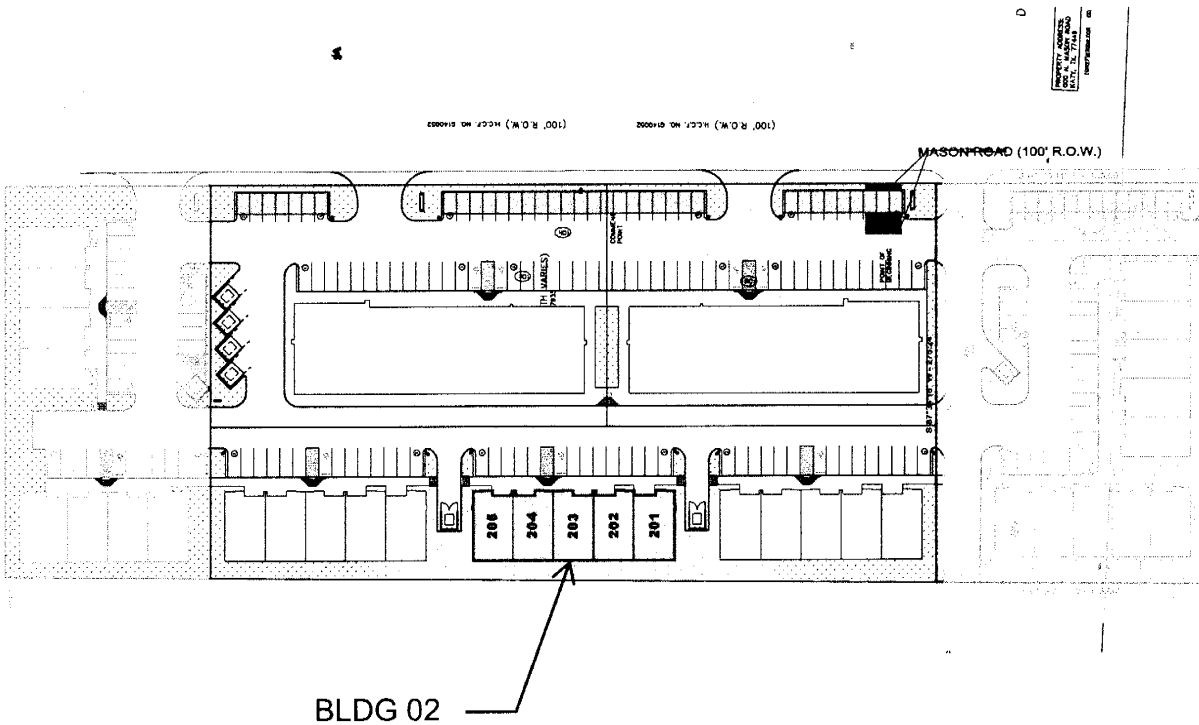
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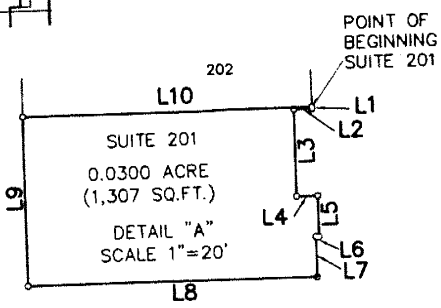
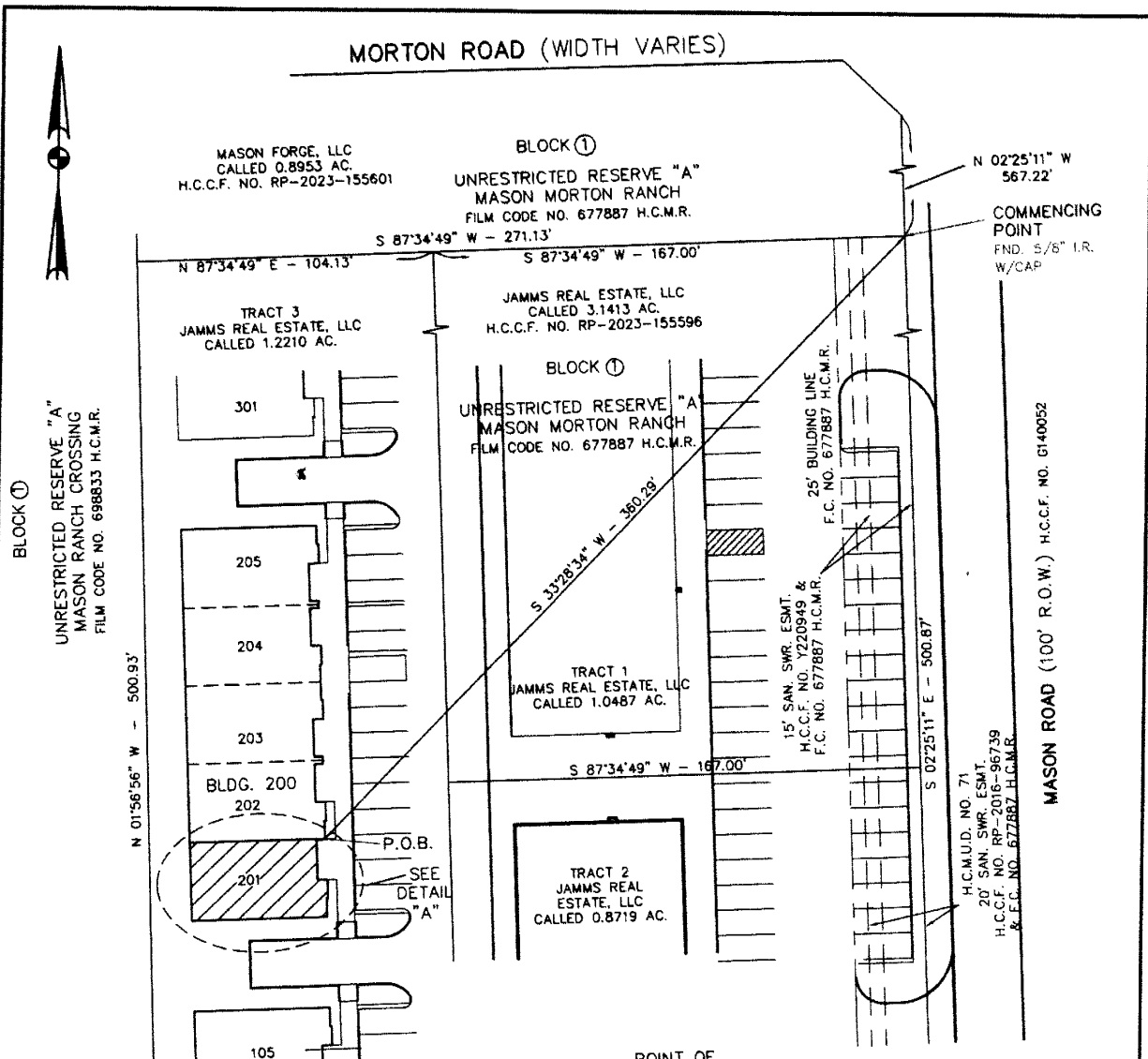
THIS IS PAGE 14 OF 24 PAGES

SCANNER Context IQ4400

TRACT 3 OFFICE CONDOS

BLDG 02 - SUITES 201 - 205





| LINE TABLE | | |
|------------|---------------|----------|
| LINE | LINE BEARING | DISTANCE |
| L1 | S 02°25'11" E | 0.28' |
| L2 | S 87°34'49" W | 3.00' |
| L3 | S 02°25'11" E | 14.37' |
| L4 | N 87°34'49" E | 3.51' |
| L5 | S 02°25'11" E | 6.76' |
| L6 | S 87°34'49" W | 0.51' |
| L7 | S 02°25'11" E | 6.64' |
| L8 | S 87°34'49" W | 48.00' |
| L9 | N 02°25'11" W | 28.05' |
| L10 | N 87°34'49" E | 48.00' |

NOTES.

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
2. THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 46201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.

PROPERTY ADDRESS:
000 N. MASON ROAD
KATY, TX. 77449

Michael A. Zumsteg

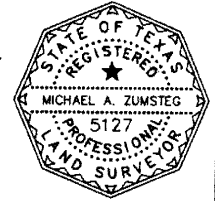
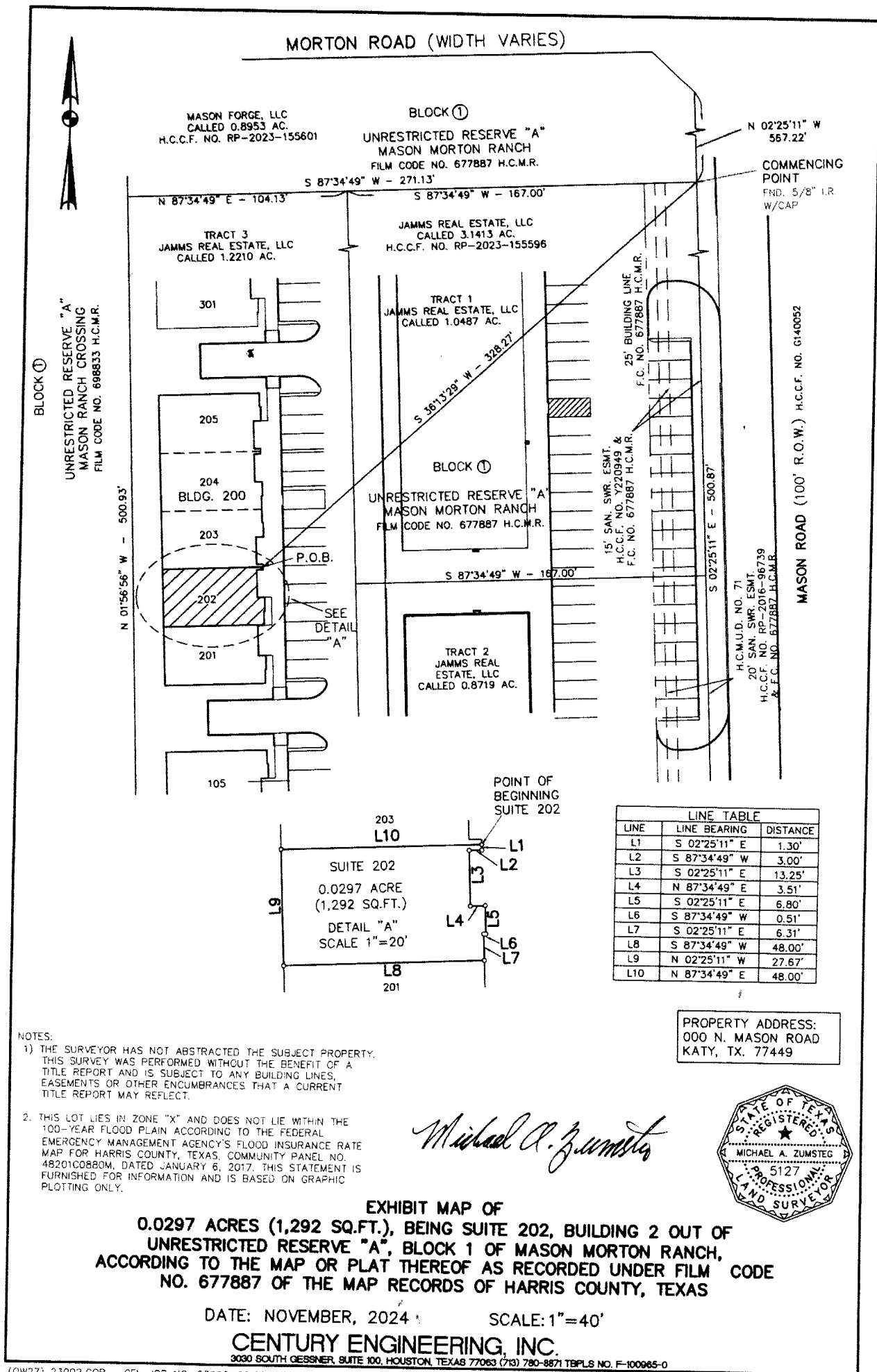


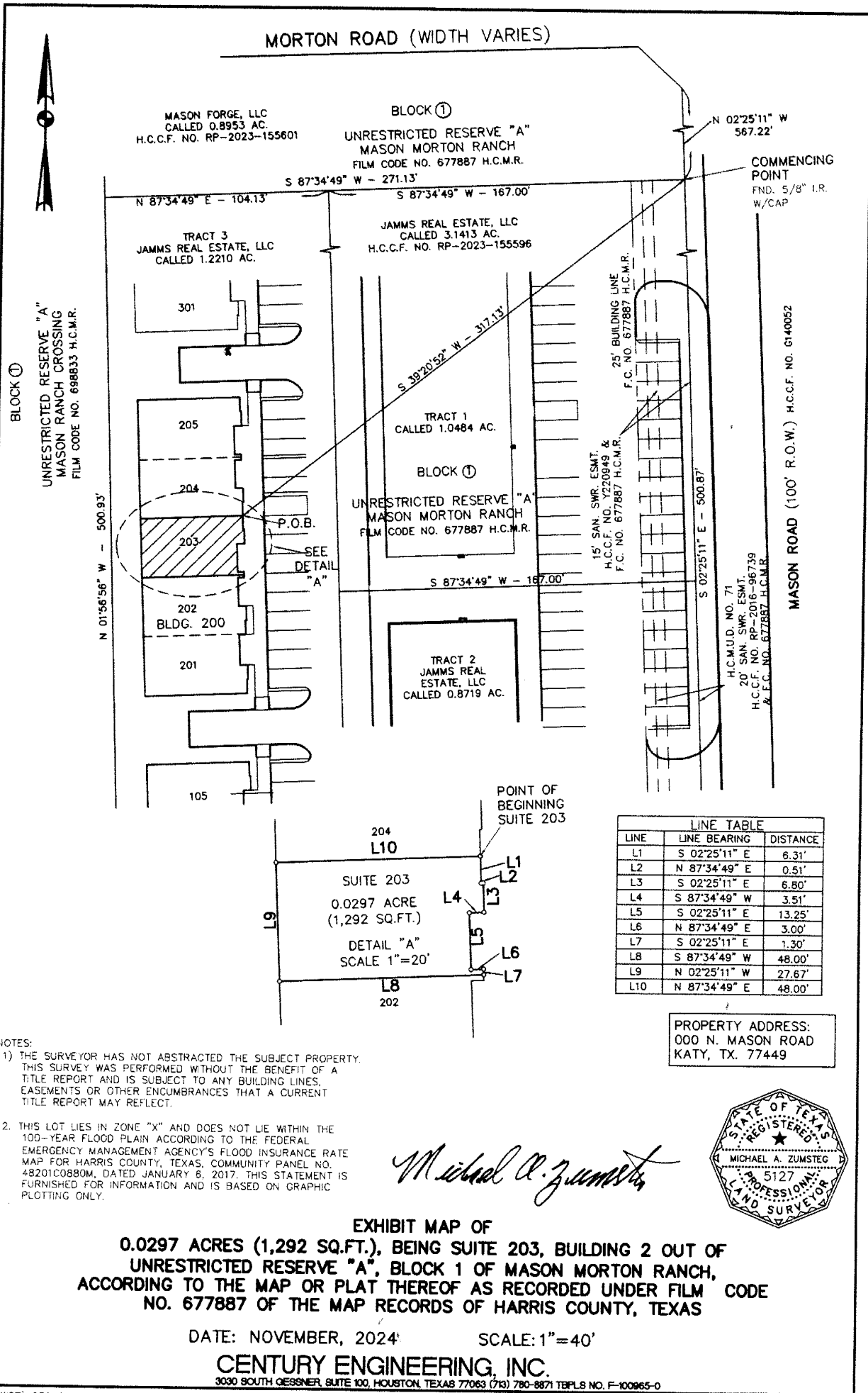
EXHIBIT MAP OF
0.0300 ACRES (1,307 SQ.FT.), BEING SUITE 201, BUILDING 2 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM CODE
NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

DATE: NOVEMBER, 2024 SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TBPLS NO. F-100965-0





BLOCK ①
UNRESTRICTED RESERVE "A"
MASON RANCH CROSSING
FILM CODE NO. 698833 H.C.M.R.

MASON FORGE, LLC
CALLED 0.8953 AC.
H.C.C.F. NO. RP-2023-155601

BLOCK ①
UNRESTRICTED RESERVE "A"
MASON MORTON RANCH
FILM CODE NO. 677887 H.C.M.R.

TRACT 3
JAMMS REAL ESTATE, LLC
CALLED 1.2210 AC.

JAMMS REAL ESTATE, LLC
CALLED 3.1413 AC.
H.C.C.F. NO. RP-2023-155596

TRACT 1
CALLED 1.0484 AC.

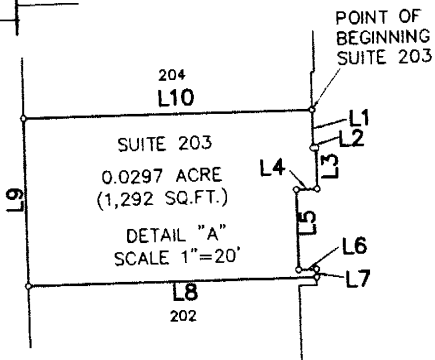
BLOCK ①
UNRESTRICTED RESERVE "A"
MASON MORTON RANCH
FILM CODE NO. 677887 H.C.M.R.

TRACT 2
JAMMS REAL ESTATE, LLC
CALLED 0.8719 AC.

COMMENCING POINT
FND. 5/8" I.R.
W/CAP

MASON ROAD (100' R.O.W.) H.C.C.F. NO. G140052

| LINE TABLE | | |
|------------|---------------|----------|
| LINE | LINE BEARING | DISTANCE |
| L1 | S 02°25'11" E | 6.31' |
| L2 | N 87°34'49" E | 0.51' |
| L3 | S 02°25'11" E | 6.80' |
| L4 | S 87°34'49" W | 3.51' |
| L5 | S 02°25'11" E | 13.25' |
| L6 | N 87°34'49" E | 3.00' |
| L7 | S 02°25'11" E | 1.30' |
| L8 | S 87°34'49" W | 48.00' |
| L9 | N 02°25'11" W | 27.67' |
| L10 | N 87°34'49" E | 48.00' |



PROPERTY ADDRESS:
000 N. MASON ROAD
KATY, TX. 77449

- NOTES:
- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
 2. THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.

Michael A. Zumsteg

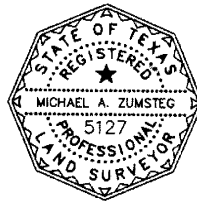


EXHIBIT MAP OF
0.0297 ACRES (1,292 SQ.FT.), BEING SUITE 203, BUILDING 2 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM CODE
NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

DATE: NOVEMBER, 2024 SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TEMPLS NO. F-100965-0

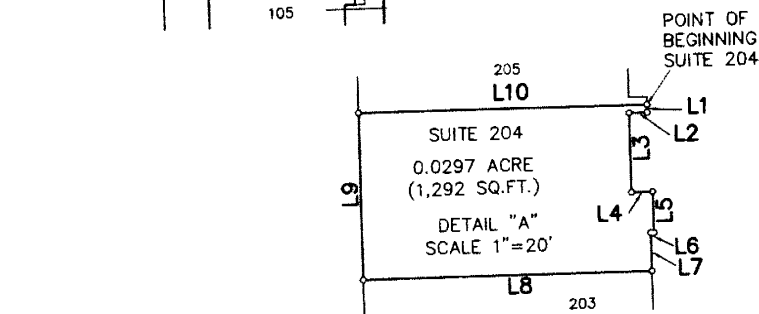
OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

MASON BUSINESS PARK A COMMERCIAL
CONDOMINIUM DEVELOPMENT IN HARRIS
COUNTY TEXAS DECLARATION OF CONDOMINIUM

FILM CODE 220653

THIS IS PAGE 15 OF 24 PAGES

SCANNER Context IQ4400

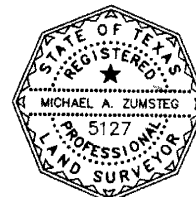


| LINE TABLE | | |
|------------|---------------|----------|
| LINE | LINE BEARING | DISTANCE |
| L1 | S 02°25'11" E | 1.30' |
| L2 | S 87°34'49" W | 3.00' |
| L3 | S 02°25'11" E | 13.25' |
| L4 | N 87°34'49" E | 3.51' |
| L5 | S 02°25'11" E | 6.80' |
| L6 | S 87°34'49" W | 0.51' |
| L7 | S 02°25'11" E | 6.31' |
| L8 | S 87°34'49" W | 48.00' |
| L9 | N 02°25'11" W | 27.87' |
| L10 | N 87°34'49" E | 48.00' |

PROPERTY ADDRESS:
000 N. MASON ROAD
KATY, TX. 77449

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REVEAL.
2. THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.

Michael A. Zumbister



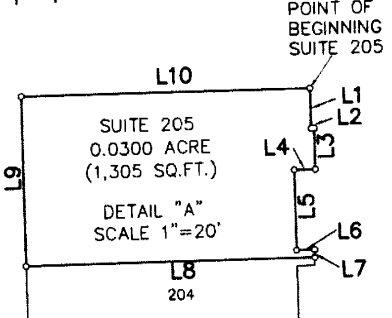
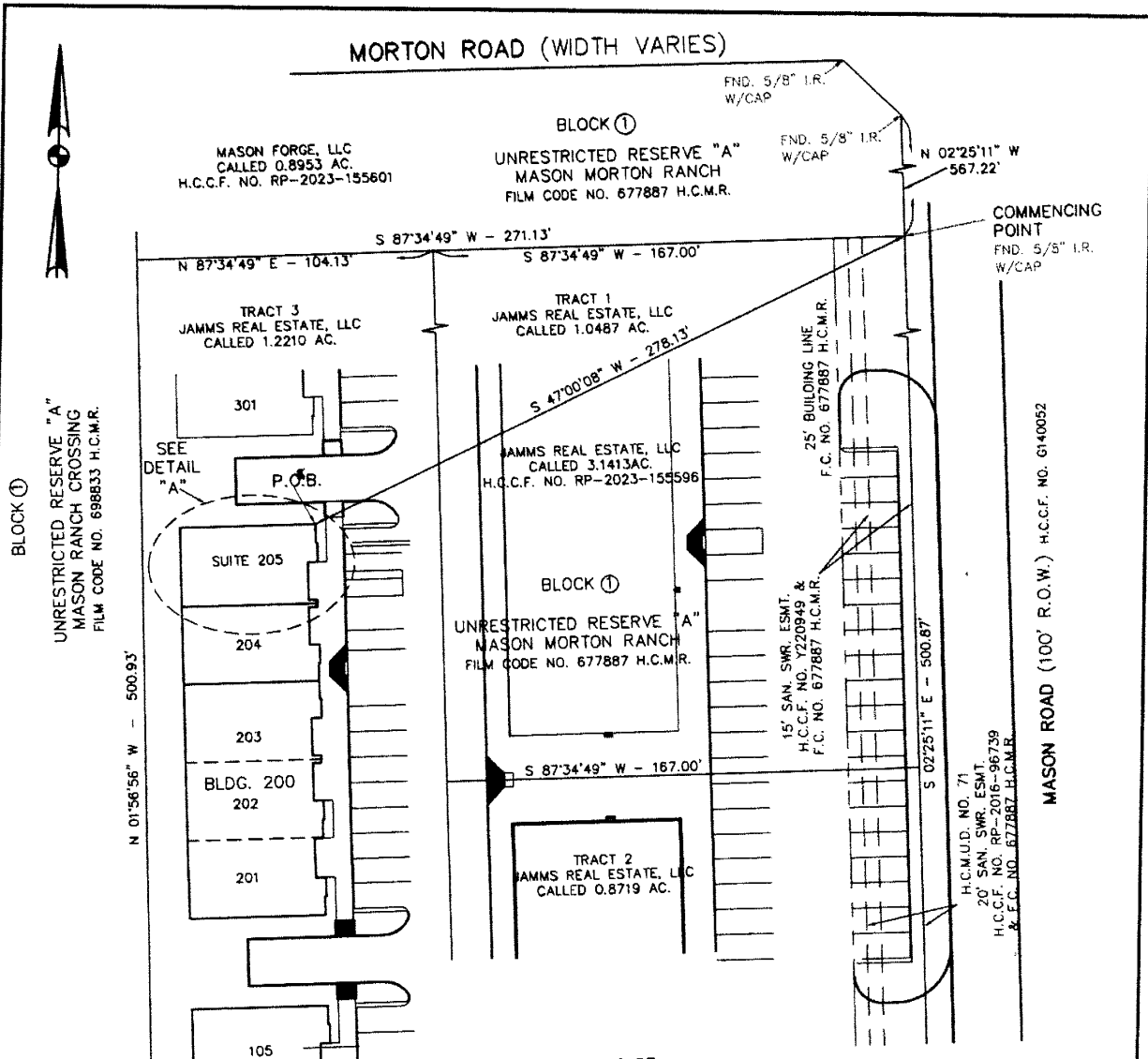
**SURVEY MAP OF
0.0297 ACRES (1,292 SQUARE FEET), BEING SUITE 204, BUILDING 2 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM CODE
NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS**

DATE: NOVEMBER, 2024

SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TPI'S NO. F-100965-C



| LINE TABLE | | |
|------------|--------------|----------|
| LINE | LINE BEARING | DISTANCE |
| L1 | S 02°25'11\" | 6.64' |
| L2 | N 87°34'49\" | 0.51' |
| L3 | S 02°25'11\" | 6.76' |
| L4 | S 87°34'49\" | 3.51' |
| L5 | S 02°25'11\" | 13.25' |
| L6 | N 87°34'49\" | 3.00' |
| L7 | S 02°25'11\" | 1.30' |
| L8 | S 87°34'49\" | 48.00' |
| L9 | N 02°25'11\" | 27.95' |
| L10 | N 87°34'49\" | 48.00' |

- NOTES:
- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
 2. THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.

ADDRESS:
000 N. MASON ROAD
KATY, TX. 77449

Michael A. Zumsteg

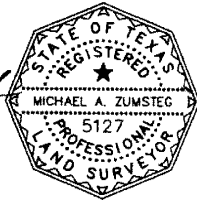


EXHIBIT MAP OF
0.0300 ACRES (1,305 SQUARE FEET), BEING SUITE 205, BUILDING 2 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM CODE
NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

DATE: NOVEMBER, 2024. SCALE: 1"=40'

CENTURY ENGINEERING, INC.
3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TEPLOS NO. F-100965-0

BLDG 03

MASON ROAD (100' R.O.W.)

100' R.O.W. (H.C.F. NO. 8140002)

100' R.O.W. (H.C.F. NO. 8140002)

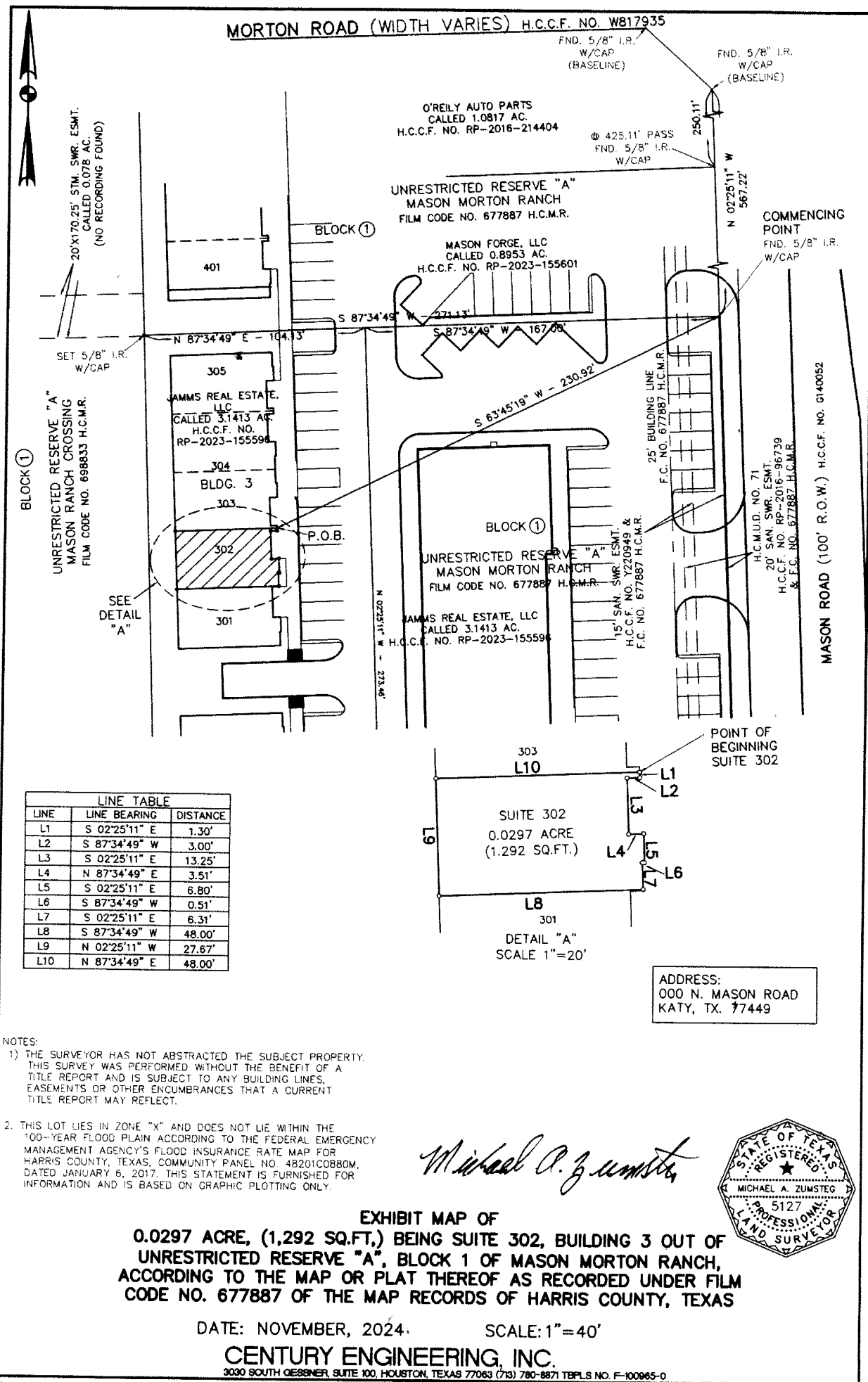
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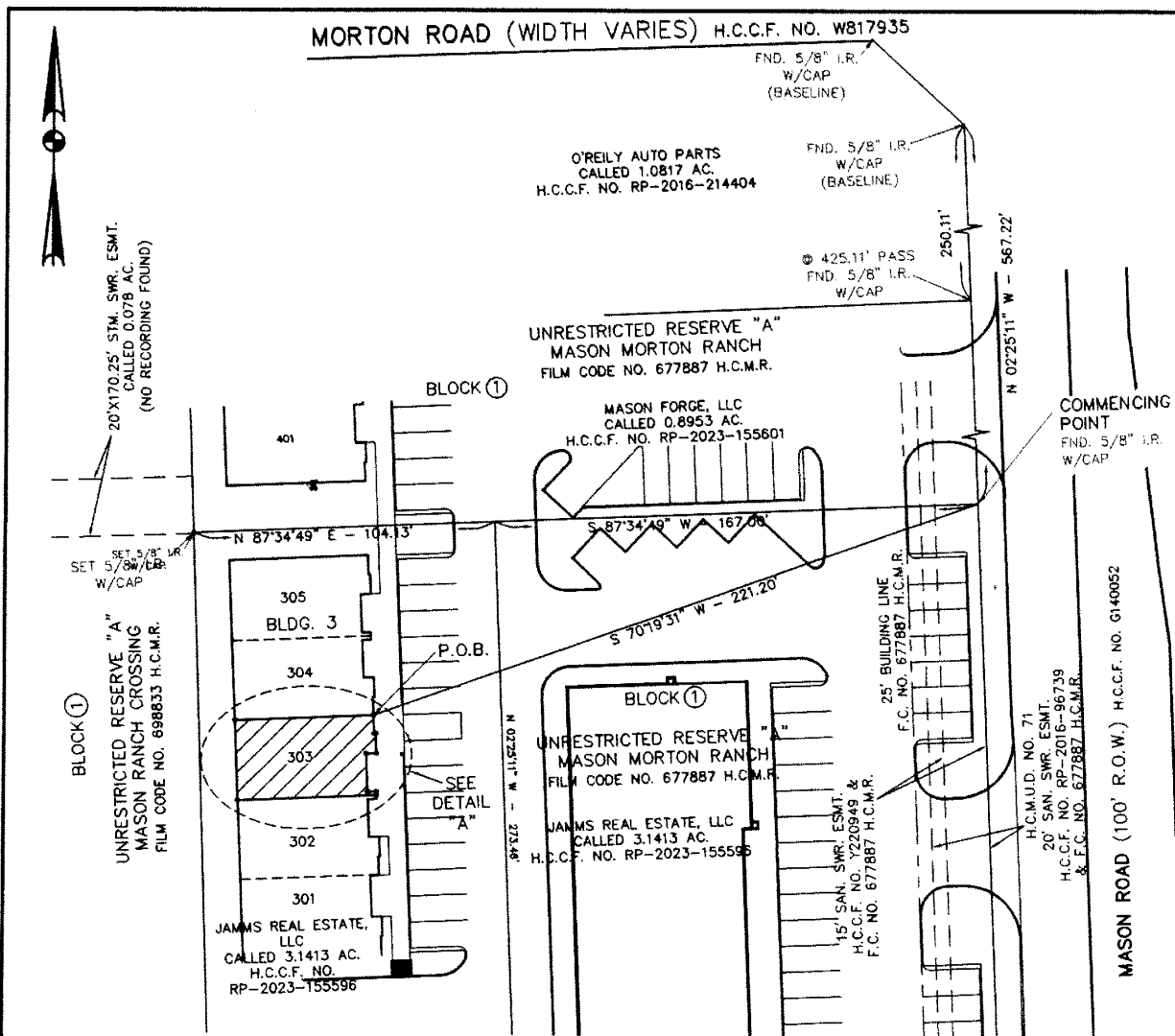
OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
MASON BUSINESS PARK A COMMERCIAL
CONDOMINIUM DEVELOPMENT IN HARRIS
COUNTY TEXAS DECLARATION OF CONDOMINIUM

FILM CODE 220654

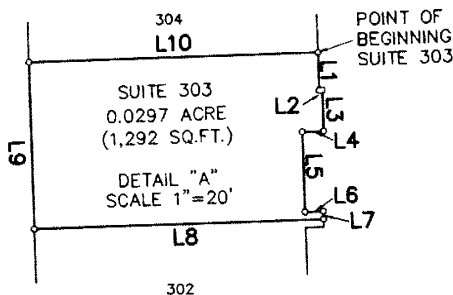
THIS IS PAGE 16 OF 24 PAGES

SCANNER Context IQ4400





| LINE TABLE | | |
|------------|---------------|----------|
| LINE | LINE BEARING | DISTANCE |
| L1 | S 02°25'10" E | 6.31' |
| L2 | N 87°34'49" E | 0.51' |
| L3 | S 02°25'11" E | 6.80' |
| L4 | S 87°34'49" W | 3.51' |
| L5 | S 02°25'11" E | 13.25' |
| L6 | N 87°34'49" E | 3.00' |
| L7 | S 02°25'11" E | 1.30' |
| L8 | S 87°34'49" W | 48.00' |
| L9 | N 02°25'11" W | 27.67' |
| L10 | N 87°34'49" E | 48.00' |



ADDRESS:
000 N. MASON ROAD
KATY, TX. 77449

NOTES:

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
2. THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.

Michael A. Zumsteg

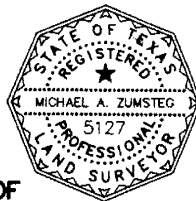


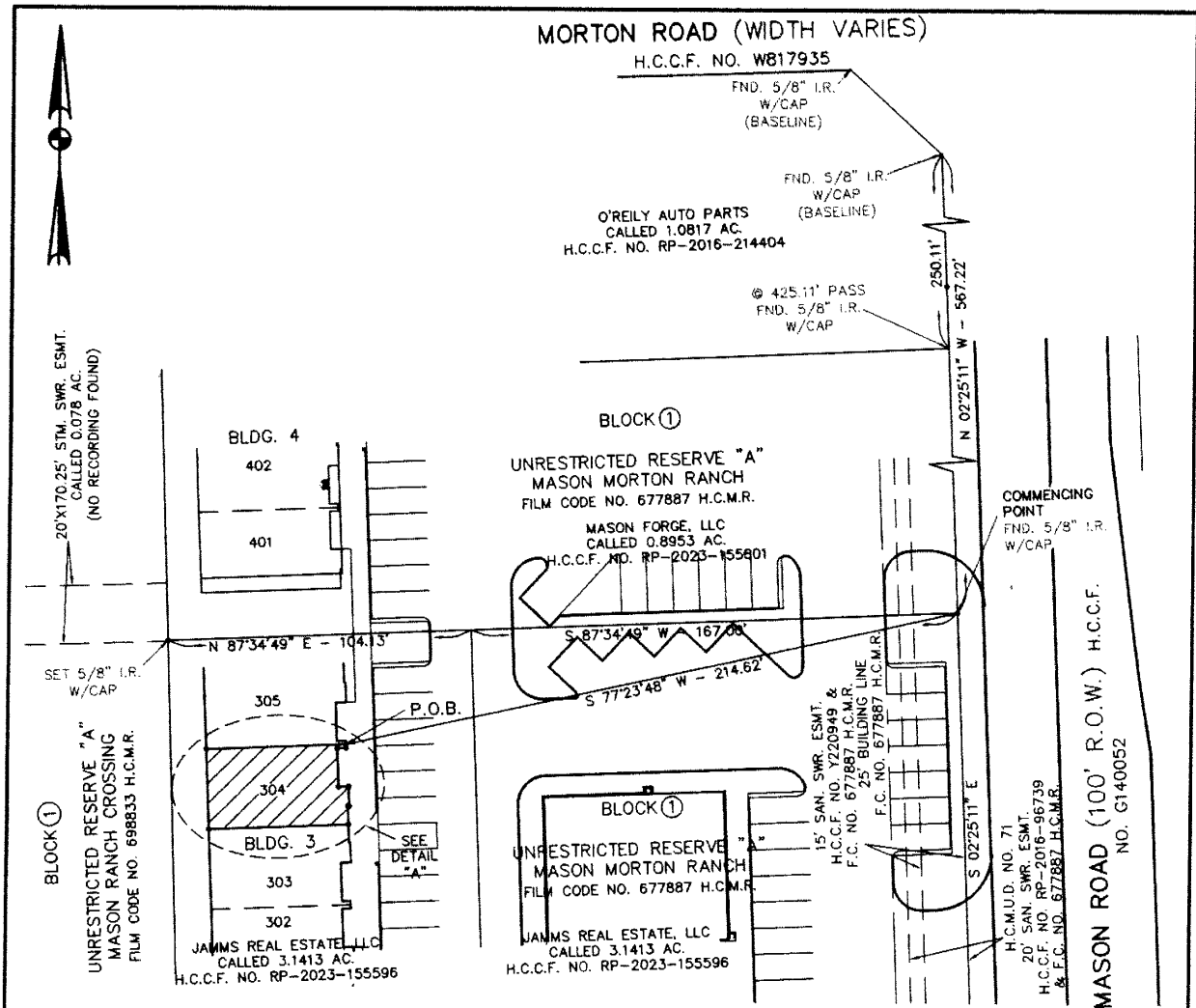
EXHIBIT MAP OF
0.0297 ACRE, (1,292 SQ.FT.), BEING SUITE 303, BUILDING 3 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM
CODE NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

DATE: NOVEMBER, 2024

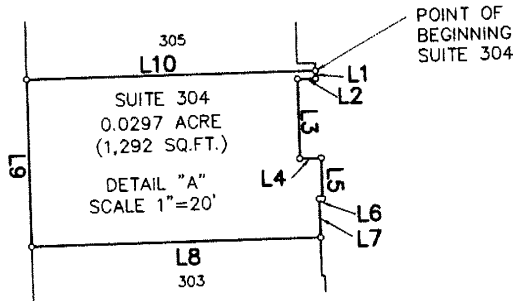
SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TBPBLS NO. F-100965-0



| LINE TABLE | | |
|------------|---------------|----------|
| LINE | LINE BEARING | DISTANCE |
| L1 | S 02°25'11" E | 1.30' |
| L2 | S 87°34'49" W | 3.00' |
| L3 | S 02°25'11" E | 13.25' |
| L4 | N 87°34'49" E | 3.51' |
| L5 | S 02°25'11" E | 6.80' |
| L6 | S 87°34'49" W | 0.51' |
| L7 | S 02°25'11" E | 6.31' |
| L8 | S 87°34'49" W | 48.00' |
| L9 | N 02°25'11" W | 27.67' |
| L10 | N 87°34'49" E | 48.00' |

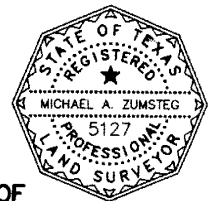


ADDRESS:
000 N. MASON ROAD
KATY, TX. 77449

NOTES:

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
2. THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.

Michael A. Zumsteg

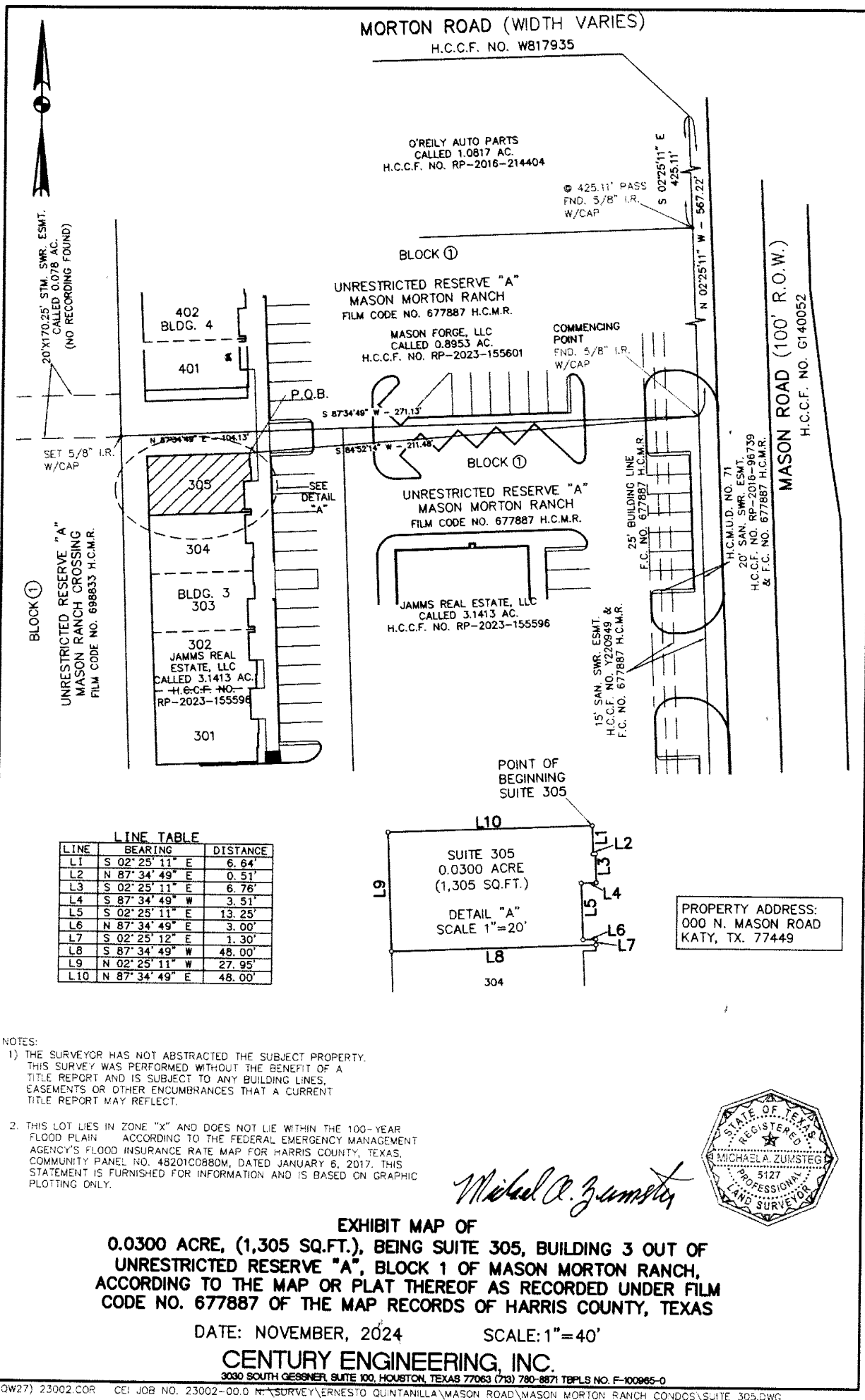


**EXHIBIT MAP OF
0.0297 ACRE, (1,292 SQ.FT.), BEING SUITE 304, BUILDING 3 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM
CODE NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS**

DATE: NOVEMBER, 2024 SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TEMPLS NO. F-100965-0



OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
MASON BUSINESS PARK A COMMERCIAL
CONDOMINIUM DEVELOPMENT IN HARRIS
COUNTY TEXAS DECLARATION OF CONDOMINIUM

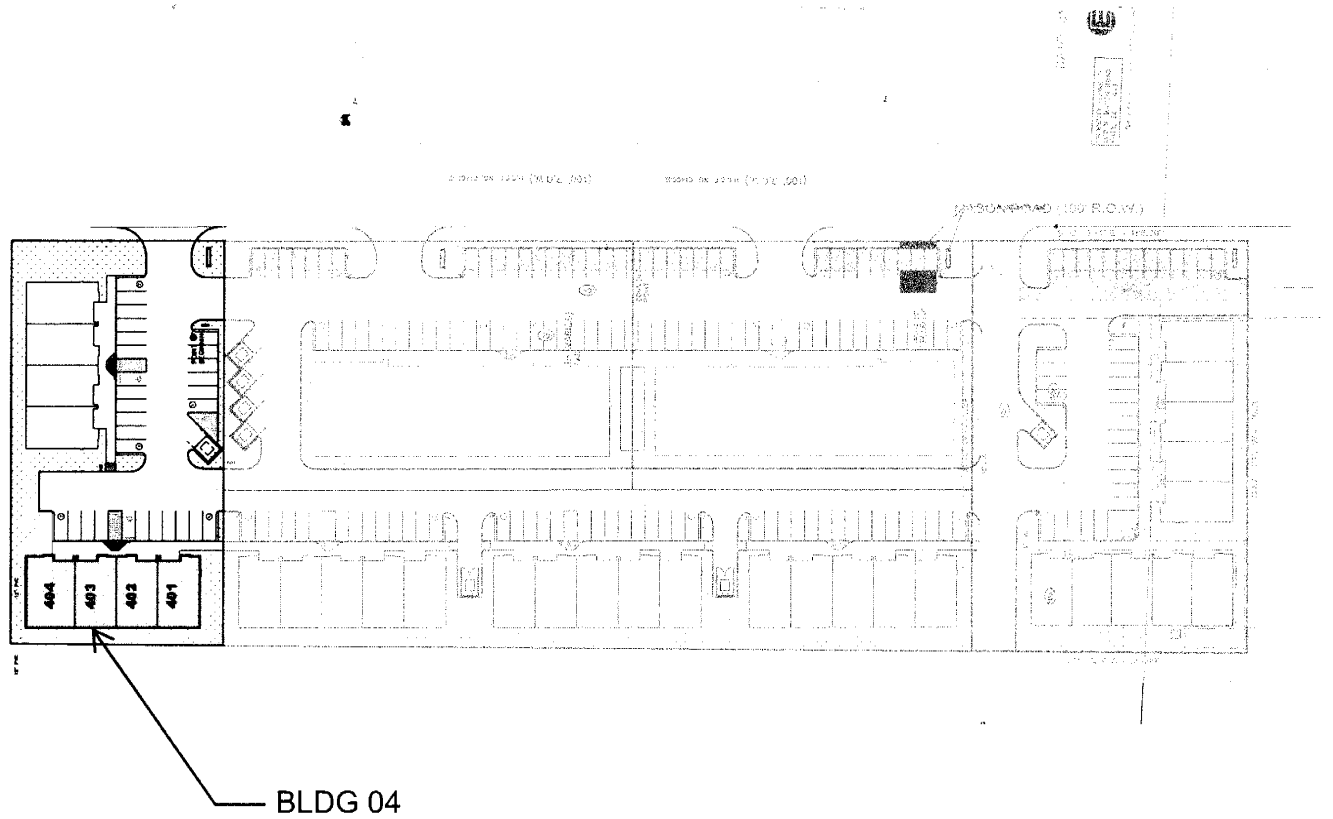
FILM CODE 220655

THIS IS PAGE 17 OF 24 PAGES

SCANNER Context IQ4400

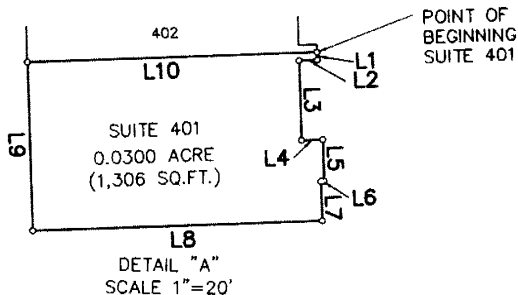
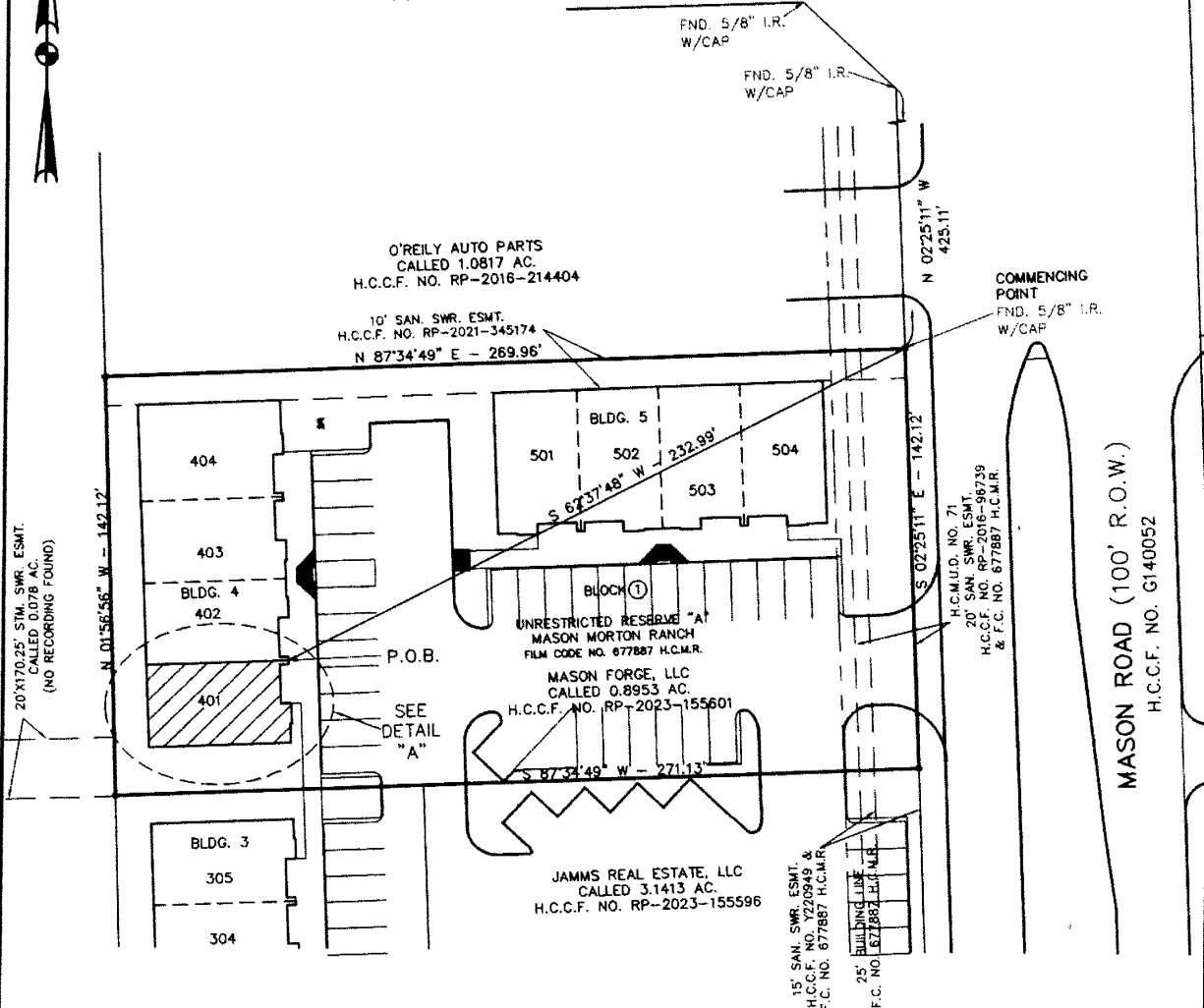
OFFICE CONDOS

BLDG 04 - SUITES 401 - 404



MORTON ROAD (WIDTH VARIES)

H.C.C.F. NO. W817935



| LINE TABLE | | |
|------------|-----------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S 02° 25' 11" E | 1.30' |
| L2 | S 87° 34' 49" W | 3.00' |
| L3 | S 02° 25' 11" E | 13.27' |
| L4 | N 87° 34' 49" E | 3.51' |
| L5 | S 02° 25' 11" E | 6.89' |
| L6 | S 87° 34' 49" W | 0.51' |
| L7 | S 02° 25' 11" E | 6.51' |
| L8 | S 87° 34' 49" W | 48.00' |
| L9 | N 02° 25' 11" W | 27.97' |
| L10 | N 87° 34' 49" E | 48.00' |

PROPERTY ADDRESS:
000 N. MASON ROAD
KATY, TX. 77449

NOTES:

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
2. THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.

Michael A. Zumsteg

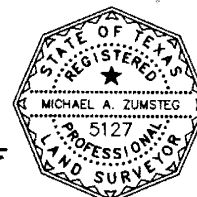


EXHIBIT MAP OF
0.0300 ACRE, (1,306 SQ.FT.), BEING SUITE 401, BUILDING 4 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM
CODE NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

DATE: NOVEMBER, 2024

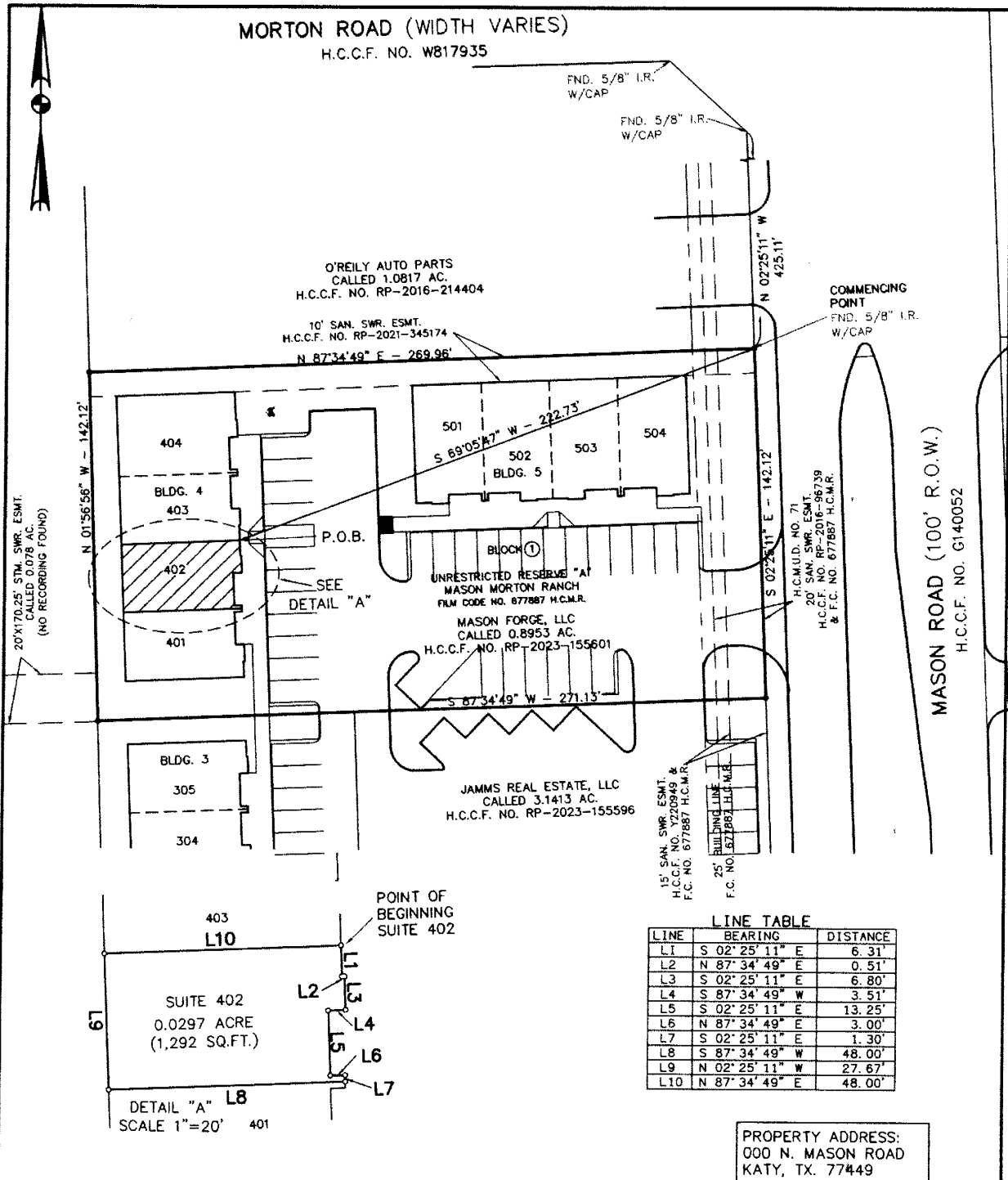
SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TBLPLS NO. F-100965-0

MORTON ROAD (WIDTH VARIES)

H.C.C.F. NO. W817935



NOTES:

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
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Michael A. Zumsteg

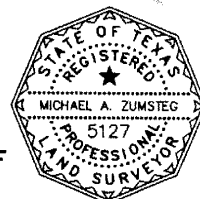


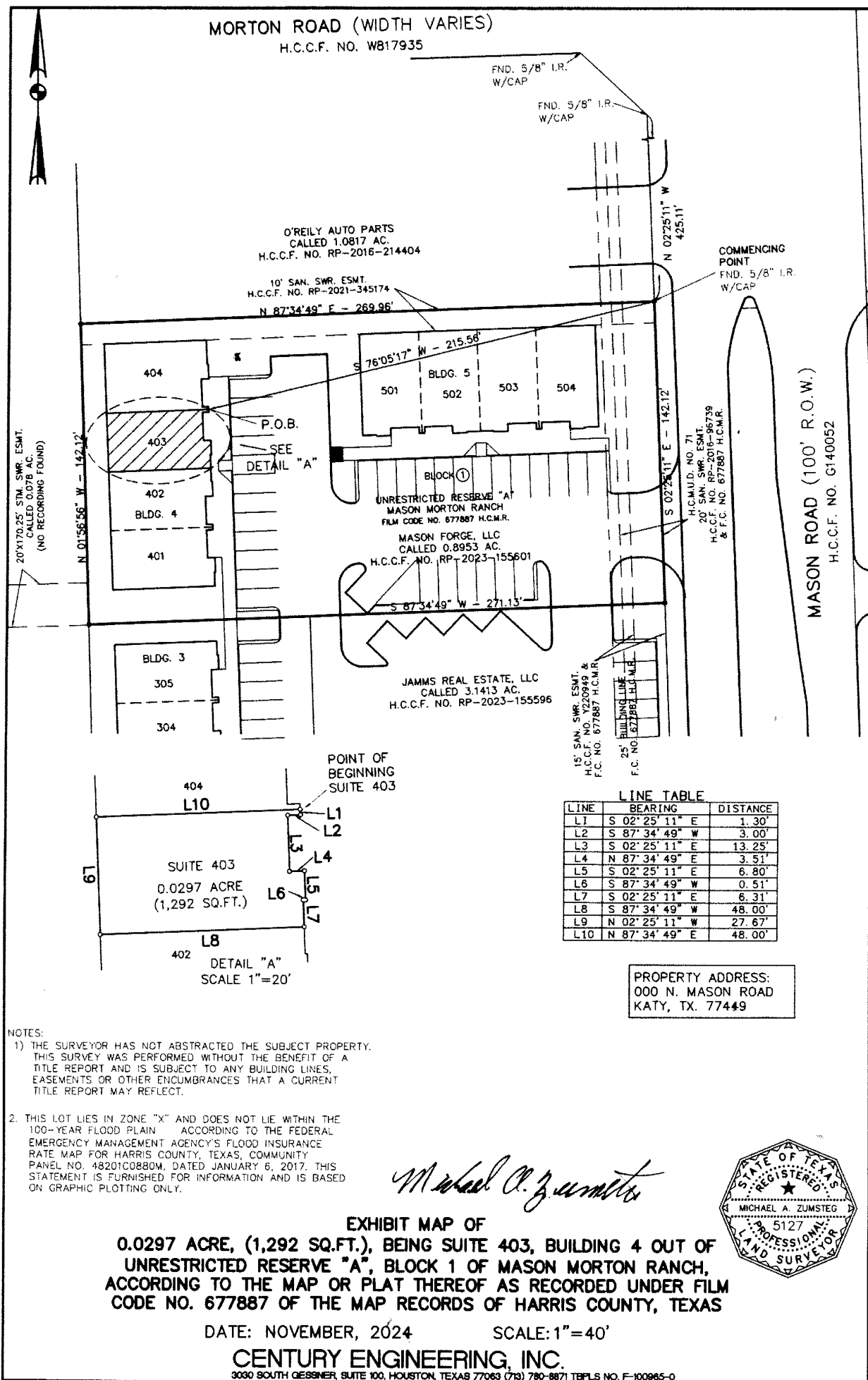
EXHIBIT MAP OF
0.0297 ACRE, (1,292 SQ.FT.), BEING SUITE 402, BUILDING 4 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM
CODE NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

DATE: NOVEMBER, 2024

SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TBP.LS NO. F-100965-0



OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
MASON BUSINESS PARK A COMMERCIAL
CONDOMINIUM DEVELOPMENT IN HARRIS
COUNTY TEXAS DECLARATION OF CONDOMINIUM

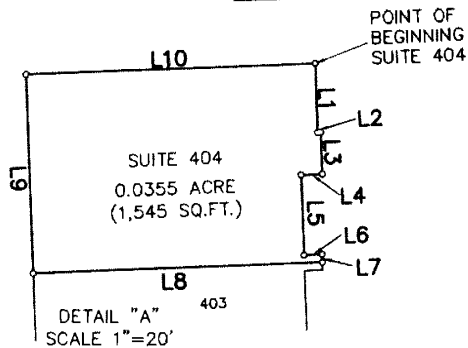
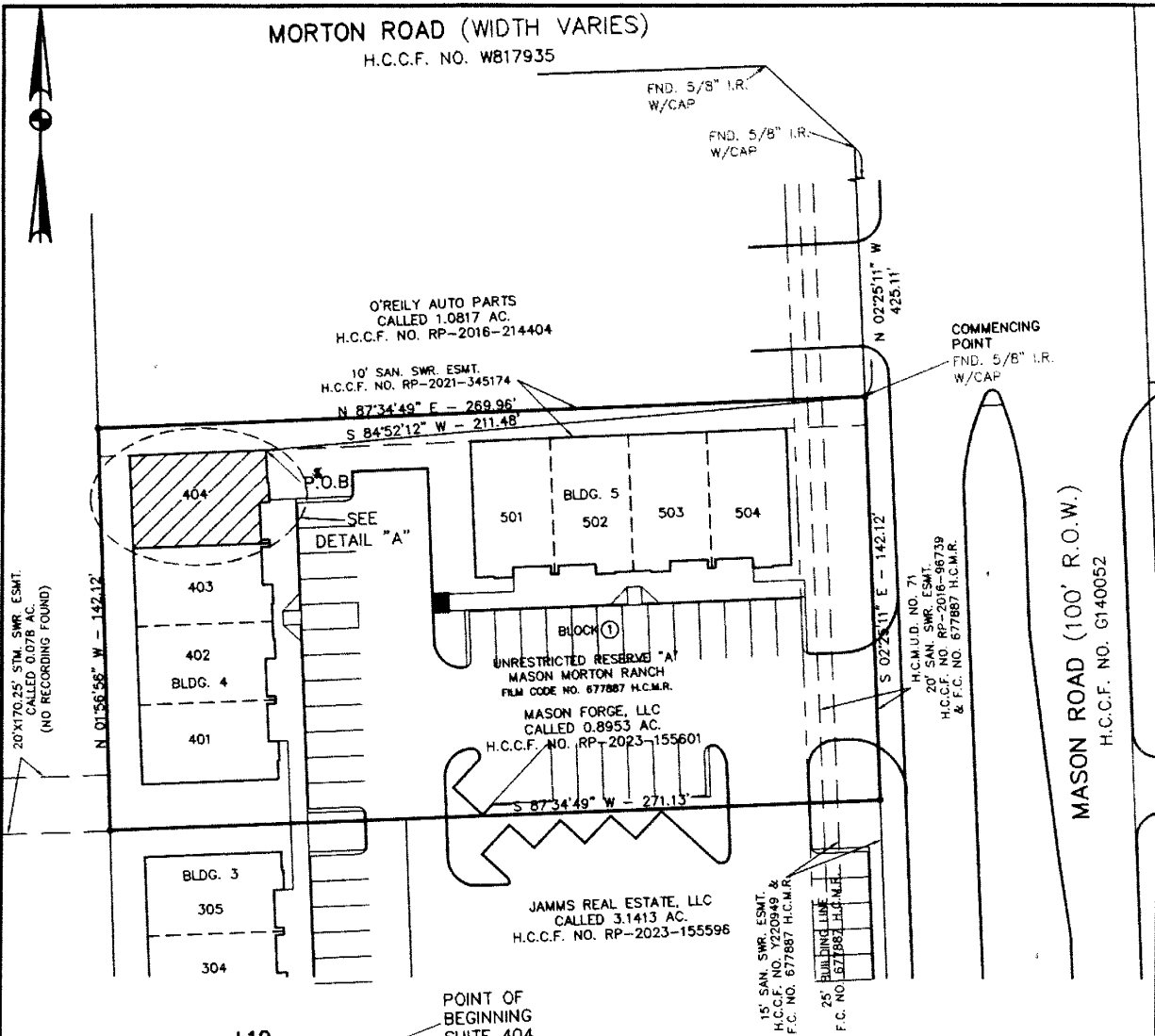
FILM CODE 220656

THIS IS PAGE 18 OF 24 PAGES

SCANNER Context IQ4400

MORTON ROAD (WIDTH VARIES)

H.C.C.F. NO. W817935



| LINE TABLE | | |
|------------|-----------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S 02° 25' 11" E | 11.51' |
| L2 | N 87° 34' 49" E | 0.51' |
| L3 | S 02° 25' 11" E | 6.89' |
| L4 | S 87° 34' 49" W | 3.51' |
| L5 | S 02° 25' 11" E | 13.25' |
| L6 | N 87° 34' 49" E | 3.00' |
| L7 | S 02° 25' 11" E | 1.30' |
| L8 | S 87° 34' 49" W | 48.00' |
| L9 | N 02° 25' 11" W | 32.95' |
| L10 | N 87° 34' 49" E | 48.00' |

PROPERTY ADDRESS:
000 N. MASON ROAD
KATY, TX. 77449

NOTES:

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
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Michael A. Zumsteg

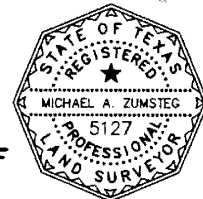


EXHIBIT MAP OF
0.0355 ACRE, (1,545 SQ.FT.), BEING SUITE 404, BUILDING 4 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM
CODE NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

DATE: NOVEMBER, 2024.

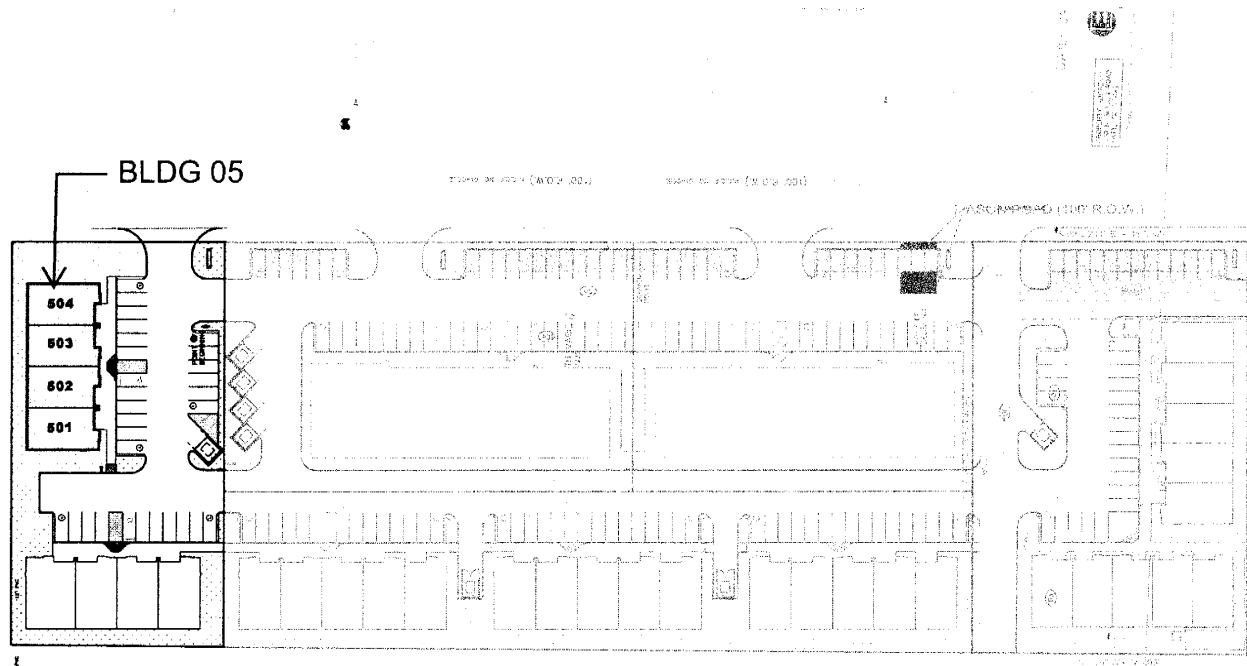
SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TEMPL NO. F-100965-0

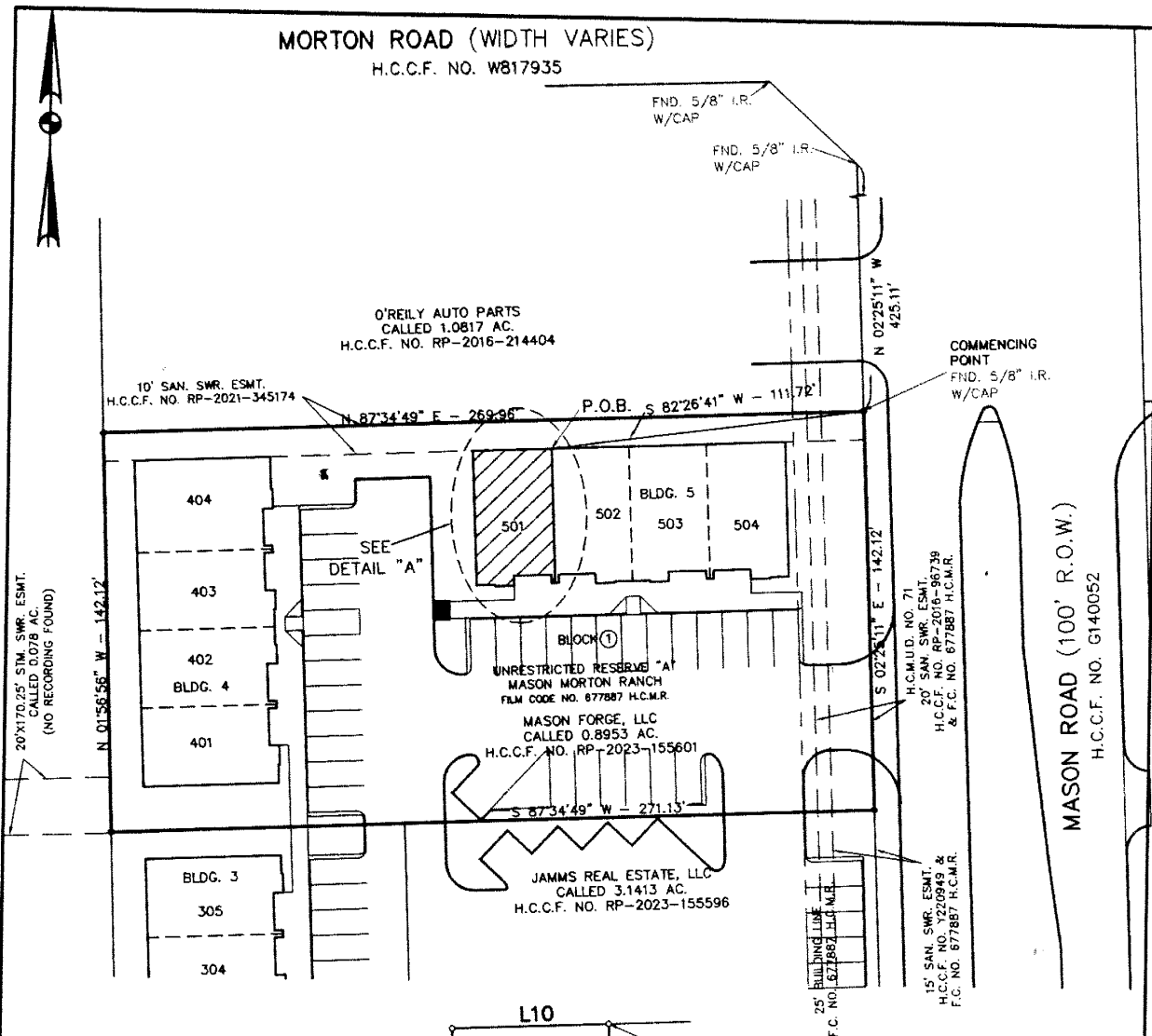
OFFICE CONDOS

BLDG 05 - SUITES 501 - 504

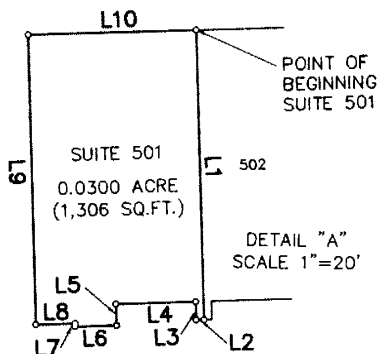


MORTON ROAD (WIDTH VARIES)

H.C.C.F. NO. W817935



| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 02°25'11" E | 48.00' |
| L2 | S 87°34'49" W | 1.30' |
| L3 | N 02°25'11" W | 3.00' |
| L4 | S 87°34'49" W | 13.27' |
| L5 | S 02°25'11" E | 3.51' |
| L6 | S 87°34'49" W | 6.89' |
| L7 | N 02°25'11" W | 0.51' |
| L8 | S 87°34'49" W | 6.51' |
| L9 | N 02°25'11" W | 48.00' |
| L10 | N 87°34'49" E | 27.97' |



PROPERTY ADDRESS:
000 N. MASON ROAD
KATY, TX. 77449

NOTES:

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
- 2) THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.

Michael A. Zumsteg

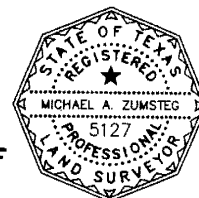


EXHIBIT MAP OF
0.0300 ACRE, (1,306 SQ.FT.), BEING SUITE 501, BUILDING 5 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM
CODE NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

DATE: NOVEMBER, 2024 SCALE: 1"=40'

CENTURY ENGINEERING, INC.

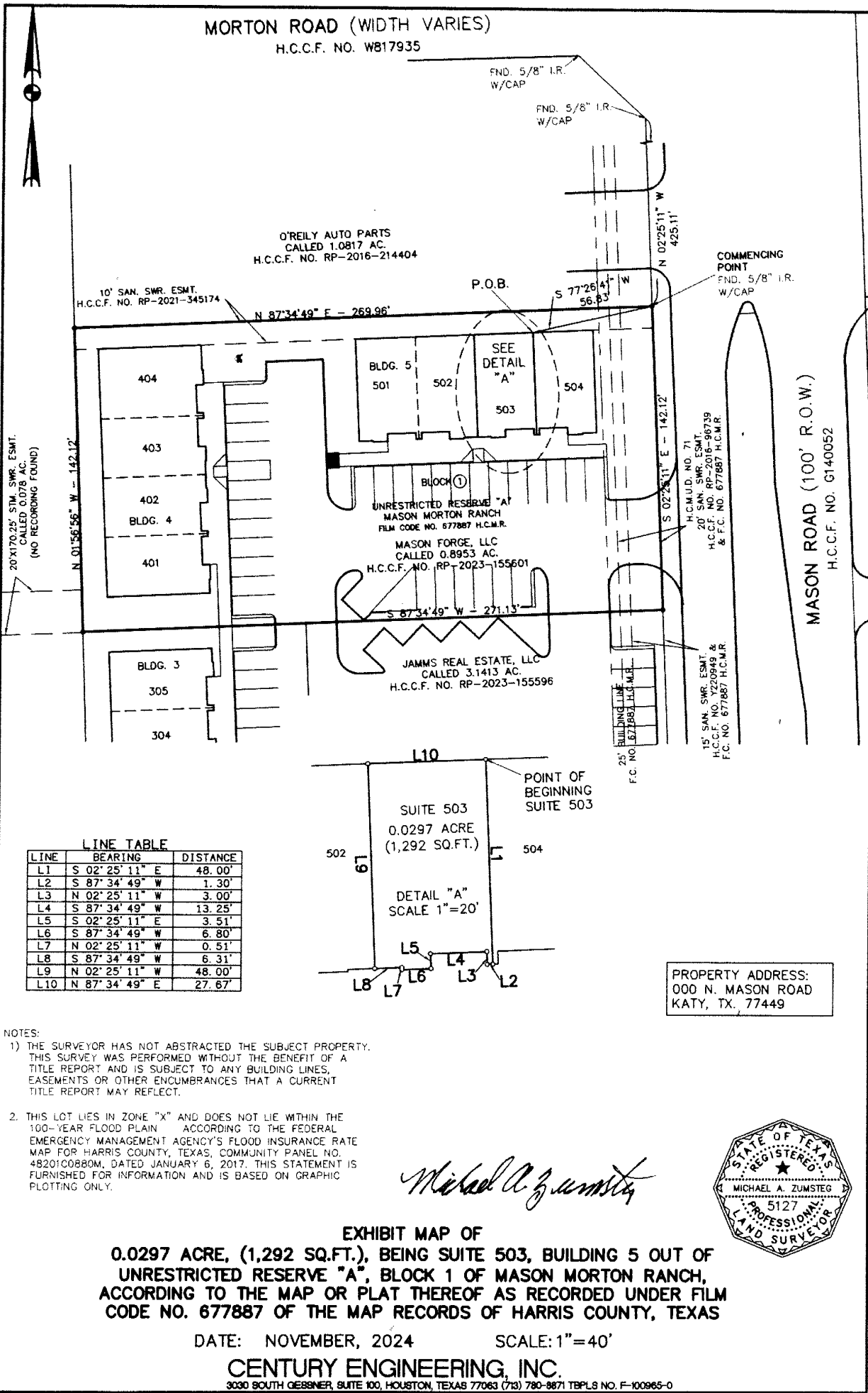
3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TEPLS NO. F-100865-0

OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
MASON BUSINESS PARK A COMMERCIAL
CONDOMINIUM DEVELOPMENT IN HARRIS C
OUNTY TEXAS DECLARATION OF CONDOMINIUM

FILM CODE 220657

THIS IS PAGE 19 OF 24 PAGES

SCANNER Context IQ4400



| LINE TABLE | | |
|------------|-----------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S 02° 25' 11" E | 48.00' |
| L2 | S 87° 34' 49" W | 1.30' |
| L3 | N 02° 25' 11" W | 3.00' |
| L4 | S 87° 34' 49" W | 13.25' |
| L5 | S 02° 25' 11" E | 3.51' |
| L6 | S 87° 34' 49" W | 6.80' |
| L7 | N 02° 25' 11" W | 0.51' |
| L8 | S 87° 34' 49" W | 6.31' |
| L9 | N 02° 25' 11" W | 48.00' |
| L10 | N 87° 34' 49" E | 27.67' |

- NOTES:
- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
 2. THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017, THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.

Michael A. Zumbach

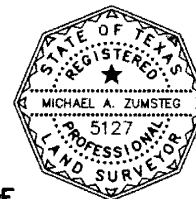


EXHIBIT MAP OF
0.0297 ACRE, (1,292 SQ.FT.), BEING SUITE 503, BUILDING 5 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM
CODE NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

DATE: NOVEMBER, 2024 SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-9871 TBP#S NO. F-100865-0

MORTON ROAD (WIDTH VARIES)

H.C.C.F. NO. W817935

O'REILY AUTO PARTS
CALLED 1.0817 AC.
H.C.C.F. NO. RP-2016-214404

10' SAN. SWR. ESMT.
H.C.C.F. NO.
RP-2021-345174

COMMENCING
POINT
FND. 5/8" I.R.
W/CAP

20'x170.25' STM. SWR. ESMT.
CALLED 0.078 AC.
(NO RECORDING FOUND)

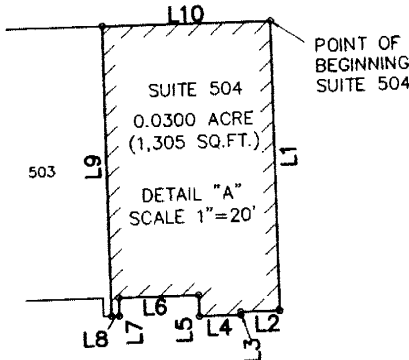
SET 5/8" I.R.
W/CAP

SET 5/8" I.R.
W/CAP

15' SAN. SWR. ESMT.
H.C.C.F. NO. 1220949 &
F.C. NO. 677887 H.C.M.R.

MASON ROAD (100' R.O.W.)
H.C.C.F. NO. G140052

| LINE TABLE | | |
|------------|-----------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S 02° 25' 11" E | 48.00' |
| L2 | S 87° 34' 49" W | 6.51' |
| L3 | S 02° 25' 11" E | 0.51' |
| L4 | S 87° 34' 49" W | 6.89' |
| L5 | N 02° 25' 11" W | 3.51' |
| L6 | S 87° 34' 49" W | 13.25' |
| L7 | S 02° 25' 11" E | 3.00' |
| L8 | S 87° 34' 49" W | 1.30' |
| L9 | N 02° 25' 11" W | 48.00' |
| L10 | N 87° 34' 49" E | 27.95' |
| L11 | S 67° 55' 15" W | 29.72' |



PROPERTY ADDRESS:
000 N. MASON ROAD
KATY, TX. 77449

NOTES:

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
2. THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.

Michael A. Zumsteg

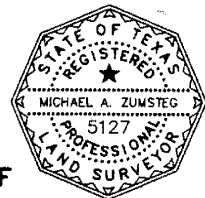


EXHIBIT MAP OF
0.0300 ACRE, (1,305 SQ.FT.), BEING SUITE 504, BUILDING 5 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM
CODE NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

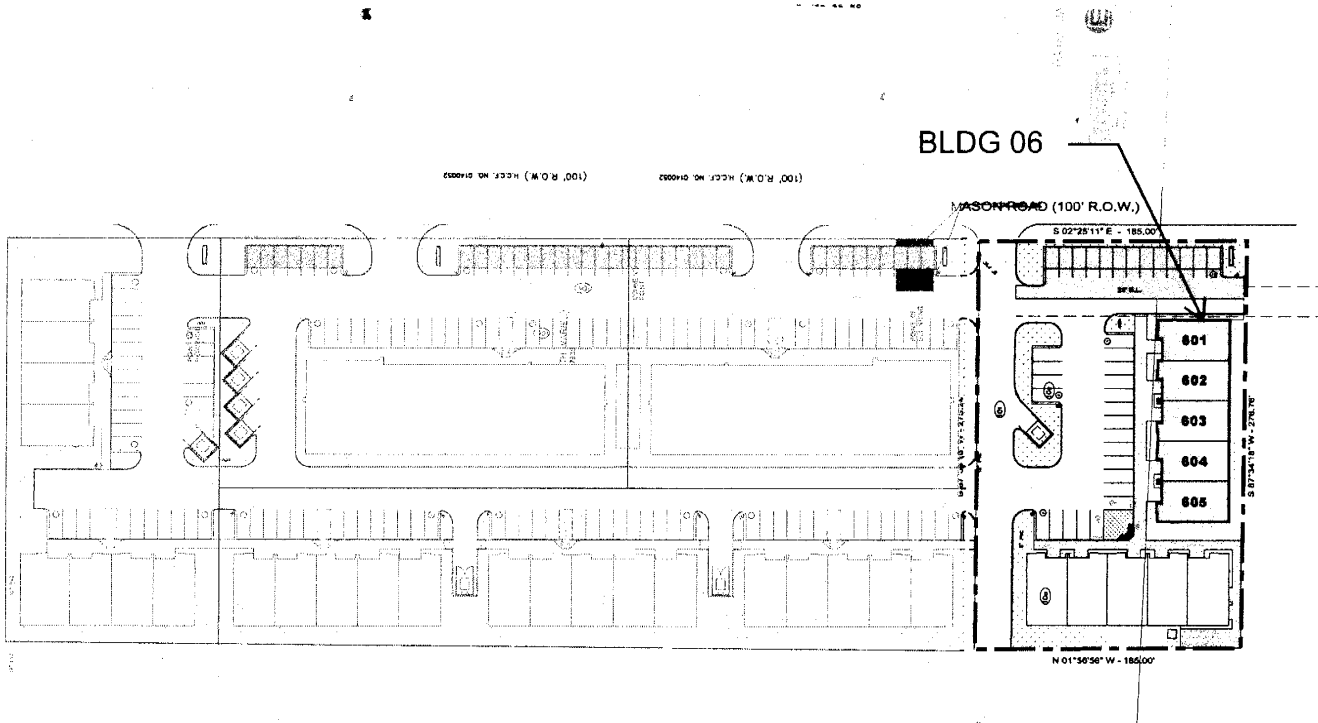
DATE: NOVEMBER, 2024

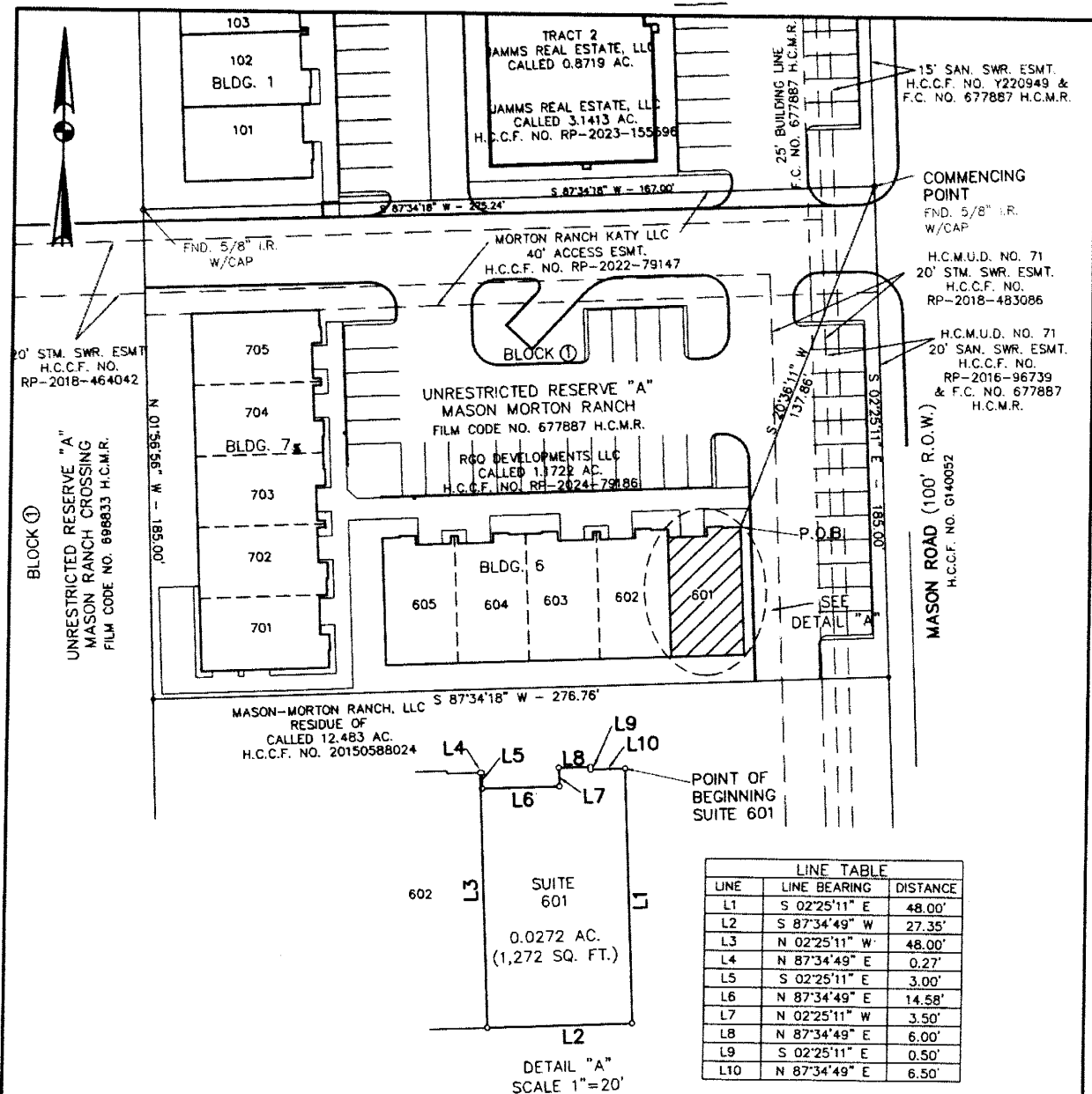
SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TBP.LS NO. F-100965-0

OFFICE CONDOS
BLDG 06 - SUITES 601 - 605





NOTES:

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
- 2) THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.



Michael A. Zumsteg

EXHIBIT MAP OF
0.0292 ACRES (1,272 SQUARE FEET), BEING SUITE 601, BUILDING 6 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM CODE
NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

DATE: NOVEMBER, 2024.

SCALE: 1"=40'

CENTURY ENGINEERING, INC.

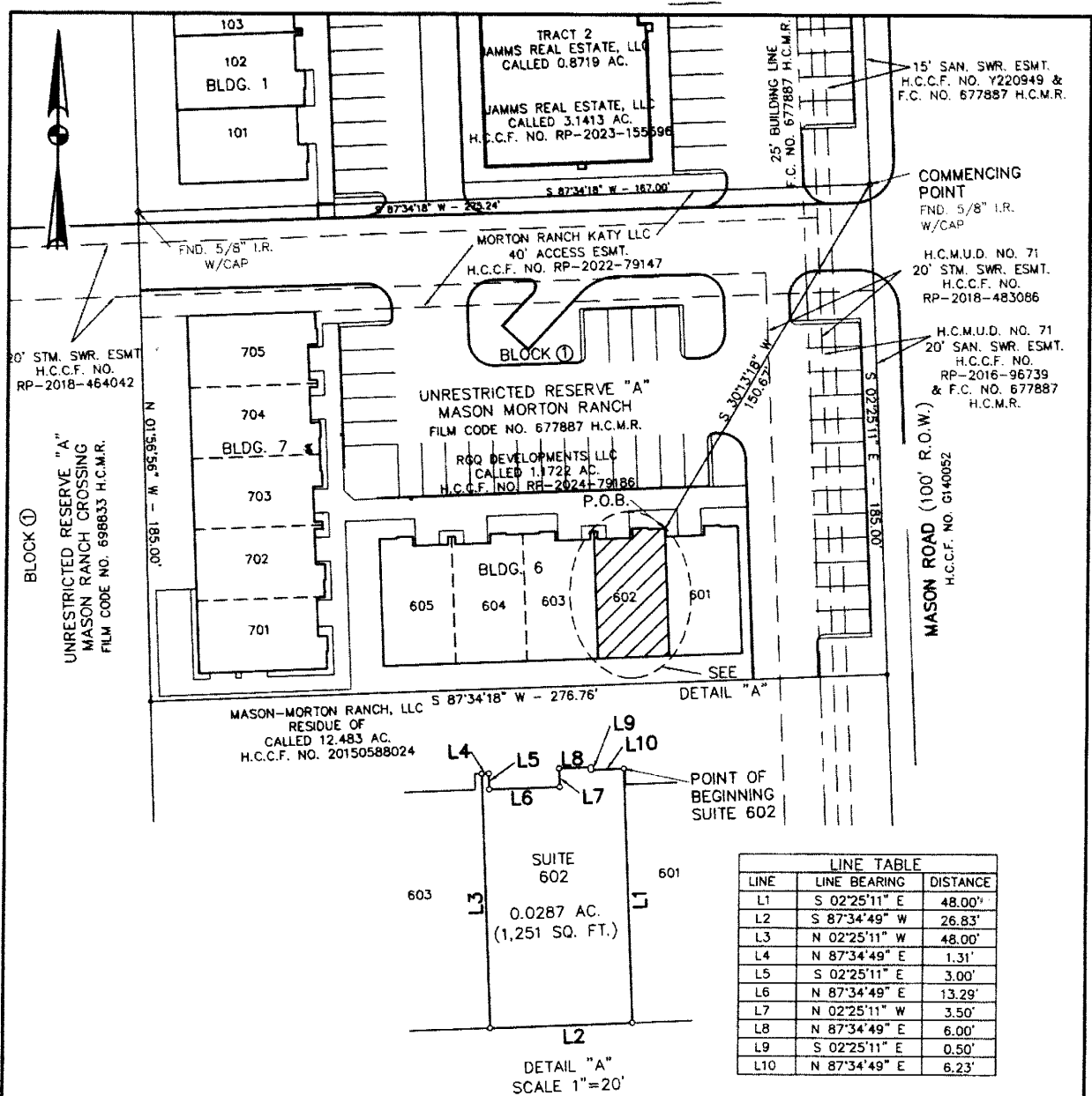
3030 SOUTH GIESNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TBP/LS NO. F-100965-0

OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
MASON BUSINESS PARK A COMMERCIAL
CONDOMINIUM DEVELOPMENT IN HARRIS
COUNTY TEXAS DECLARATION OF CONDOMINIUM

FILM CODE 220658

THIS IS PAGE 20 OF 24 PAGES

SCANNER Context IQ4400



NOTES:

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
2. THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.

Michael A. Zumsteg

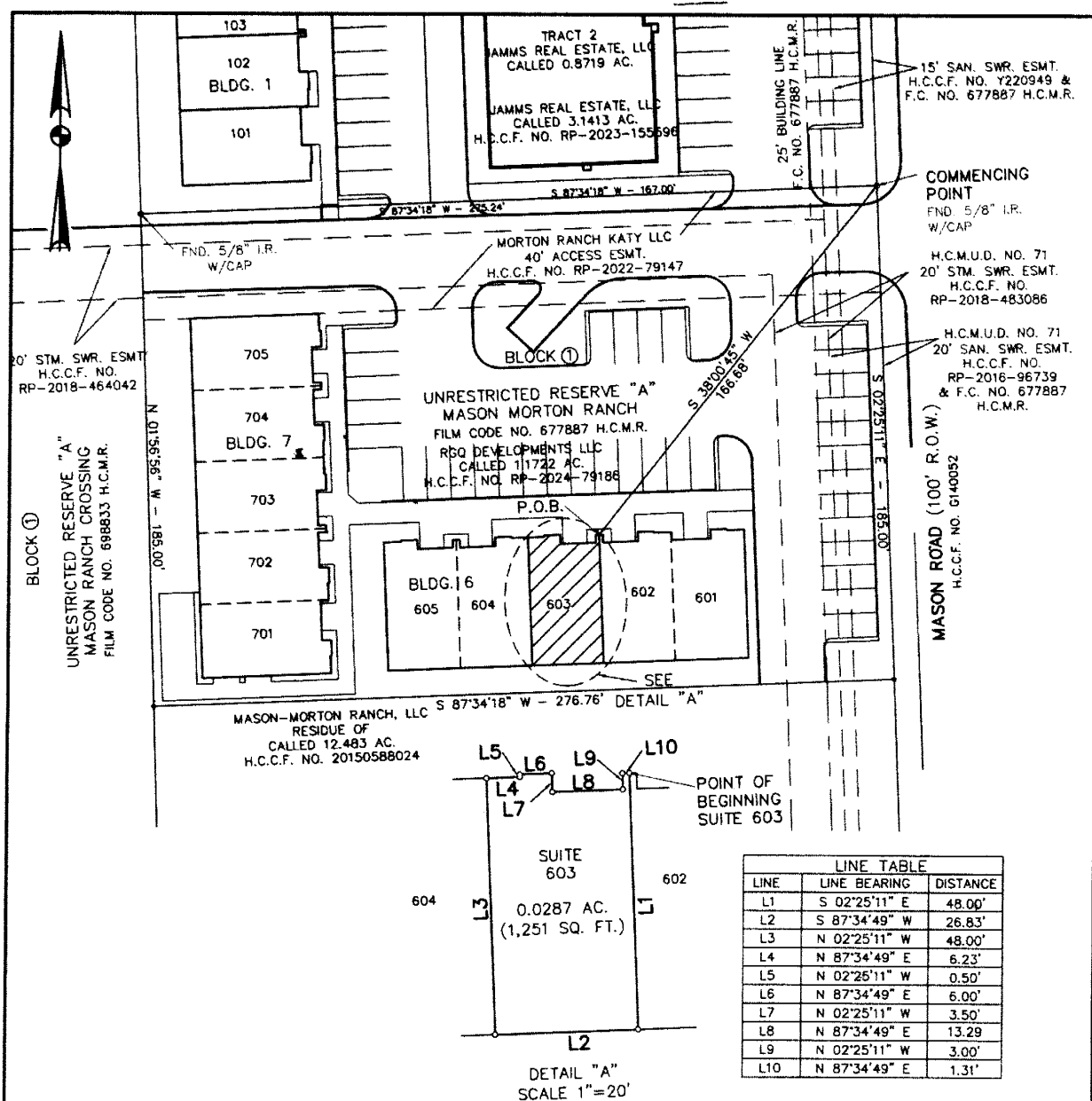


**EXHIBIT MAP OF
0.0287 ACRES (1,251 SQUARE FEET), BEING SUITE 602, BUILDING 6 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM CODE
NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS**

DATE: NOVEMBER, 2024 SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TBP/LS NO. F-100865-0



NOTES:

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
2. THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.

Michael A. Zumsteg



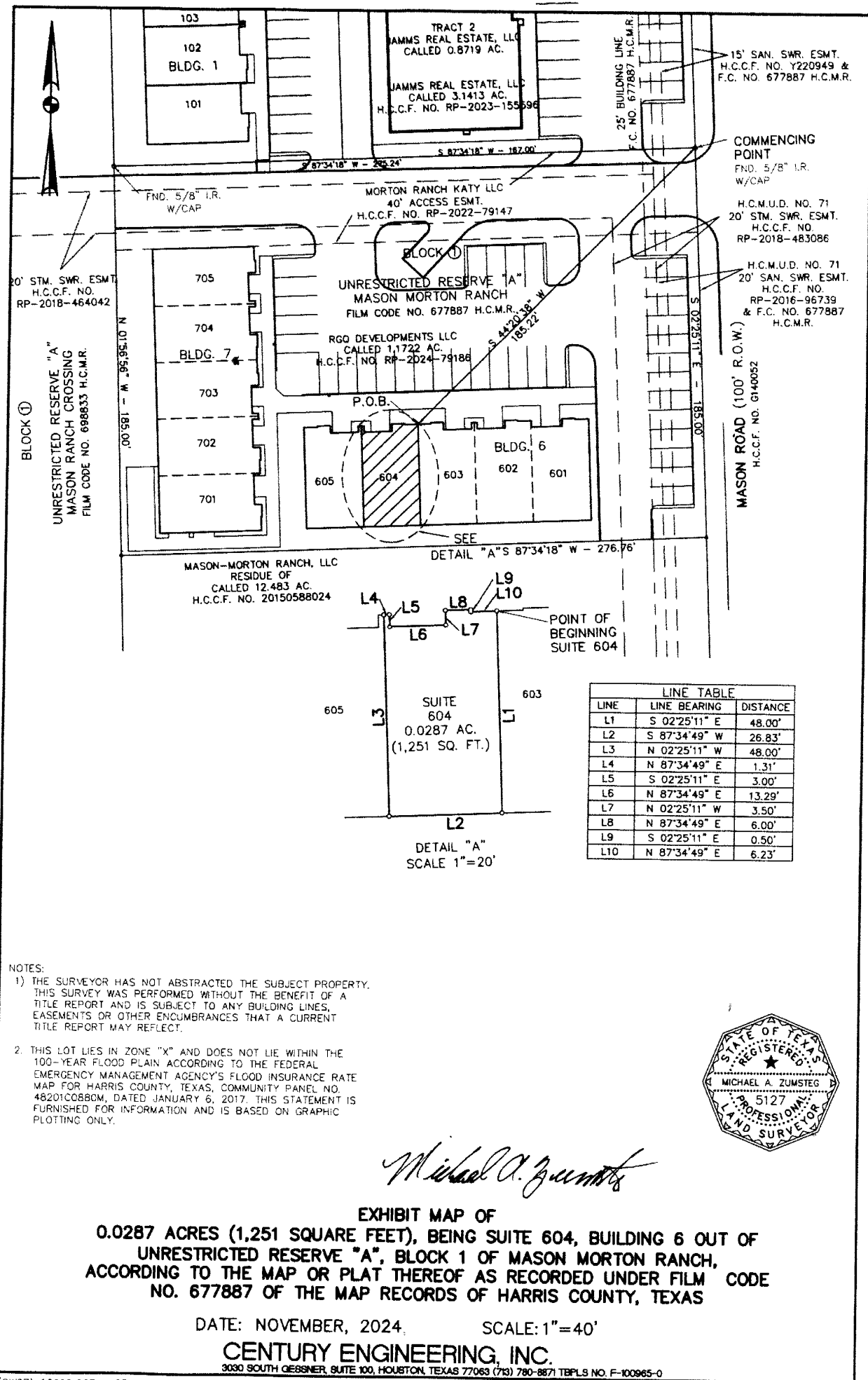
EXHIBIT MAP OF
0.0287 ACRES (1,251 SQUARE FEET), BEING SUITE 603, BUILDING 6 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM CODE
NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

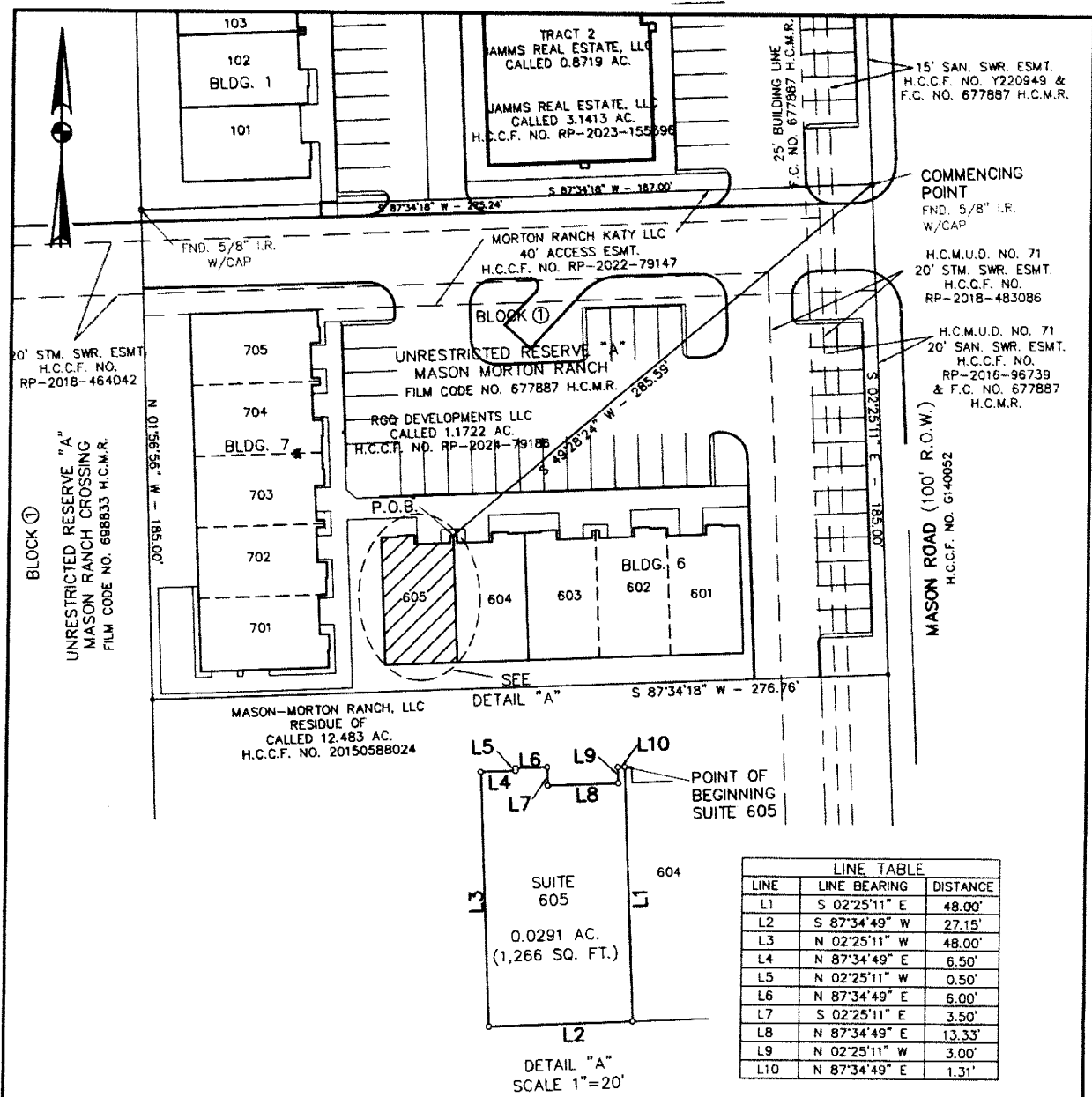
DATE: NOVEMBER, 2024

SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TBP.LS NO. F-100965-0





NOTES:

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
- 2) THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201CQ880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.



Michael A. Zumsteg

EXHIBIT MAP OF
0.0291 ACRES (1,266 SQUARE FEET), BEING SUITE 605, BUILDING 6 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM CODE
NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

DATE: NOVEMBER, 2024

SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GEBBNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TEPLS NO. F-100965-0

OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

MASON BUSINESS PARK A COMMERCIAL
CONDOMINIUM DEVELOPMENT IN HARRIS
COUNTY TEXAS DECLARATION OF CONDOMINIUM

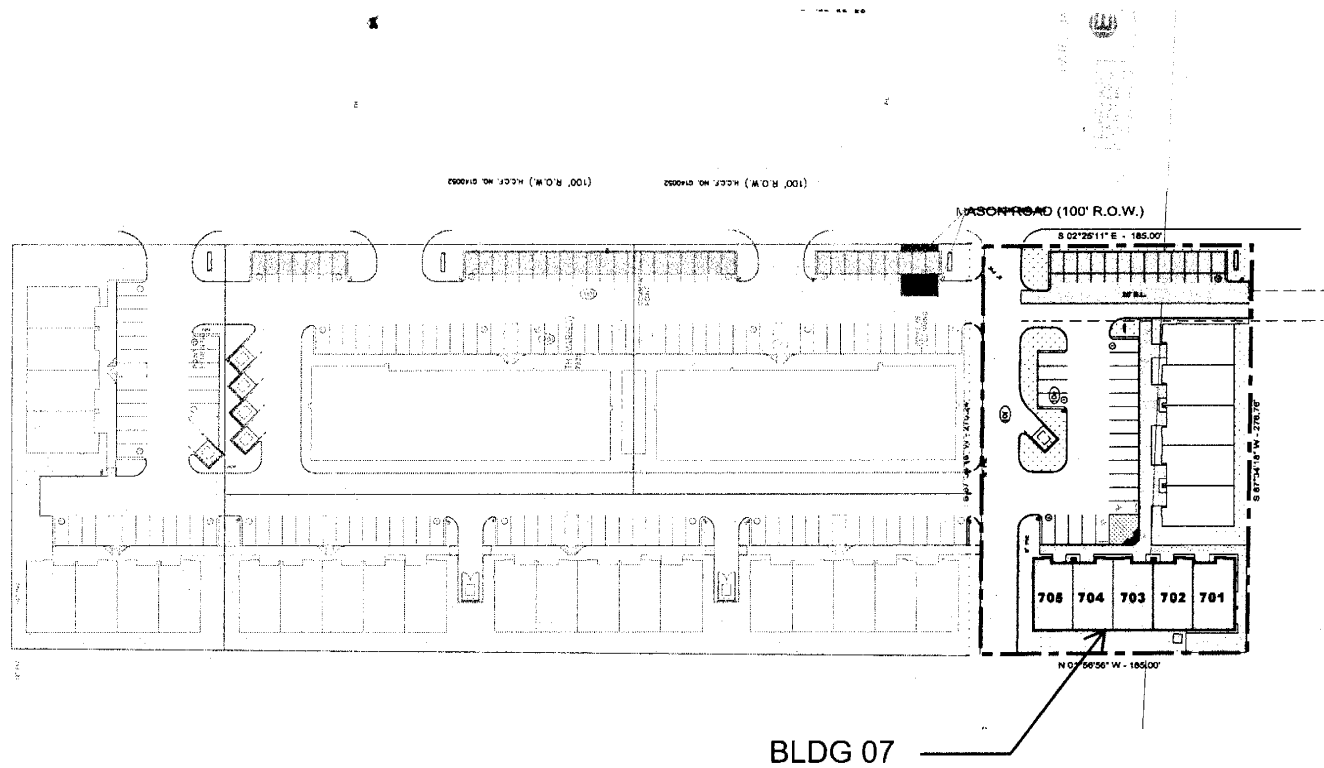
FILM CODE 220659

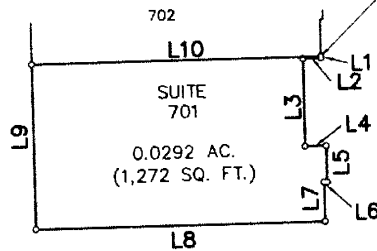
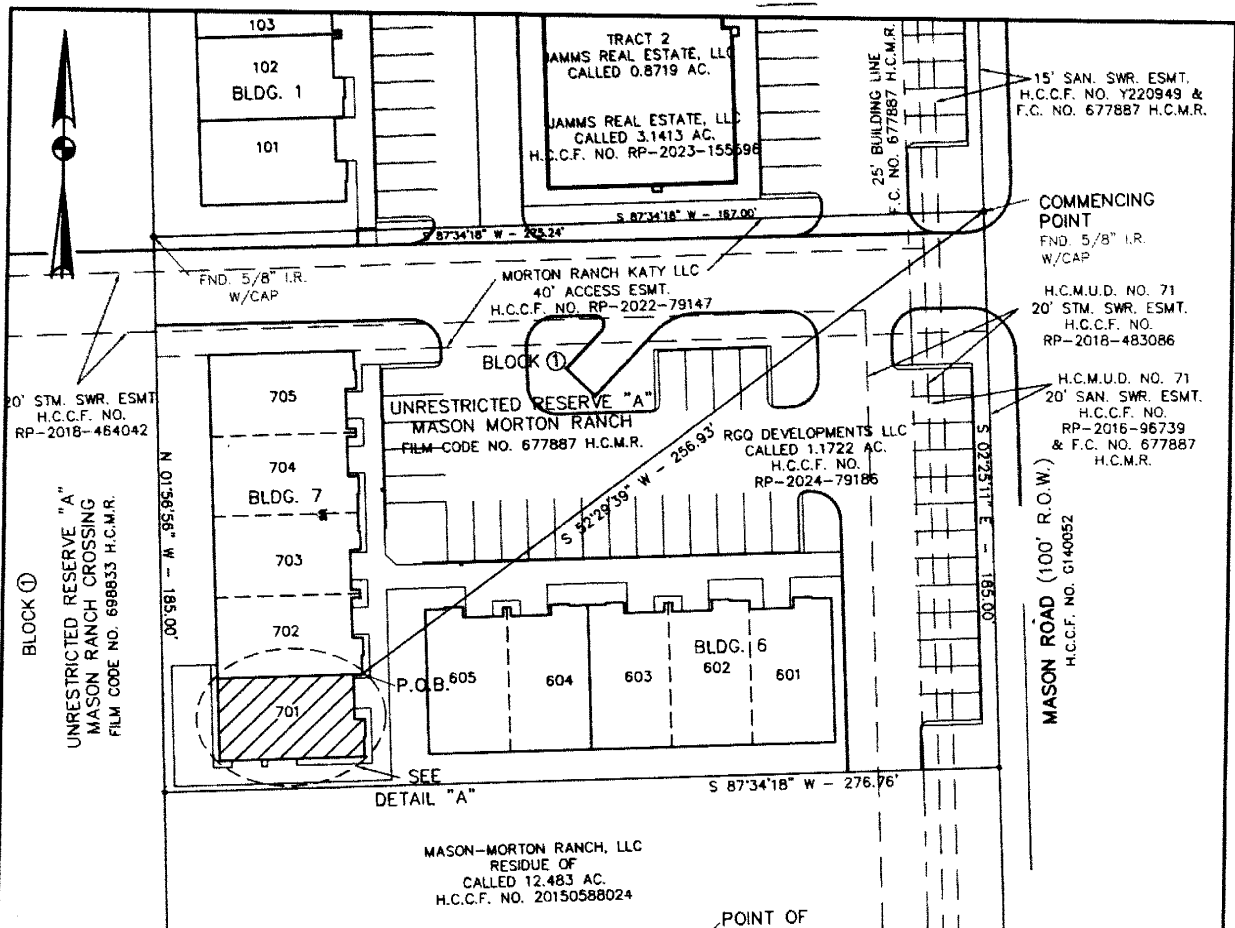
THIS IS PAGE 21 OF 24 PAGES

SCANNER Context IQ4400

OFFICE CONDOS

BLDG 07 - SUITES 701 - 705





DETAIL "A"
SCALE 1"=20'

| LINE TABLE | | |
|------------|---------------|----------|
| LINE | LINE BEARING | DISTANCE |
| L1 | S 02°25'11" E | 0.27' |
| L2 | S 87°34'49" W | 3.00' |
| L3 | S 02°25'11" E | 14.58' |
| L4 | N 87°34'49" E | 3.50' |
| L5 | S 02°25'11" E | 6.00' |
| L6 | S 87°34'49" W | 0.50' |
| L7 | S 02°25'11" E | 6.50' |
| L8 | S 87°34'49" W | 48.00' |
| L9 | N 02°25'11" W | 27.35' |
| L10 | N 87°34'49" E | 48.00' |

NOTES:

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
- 2) THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.



Michael A. Zumsteg

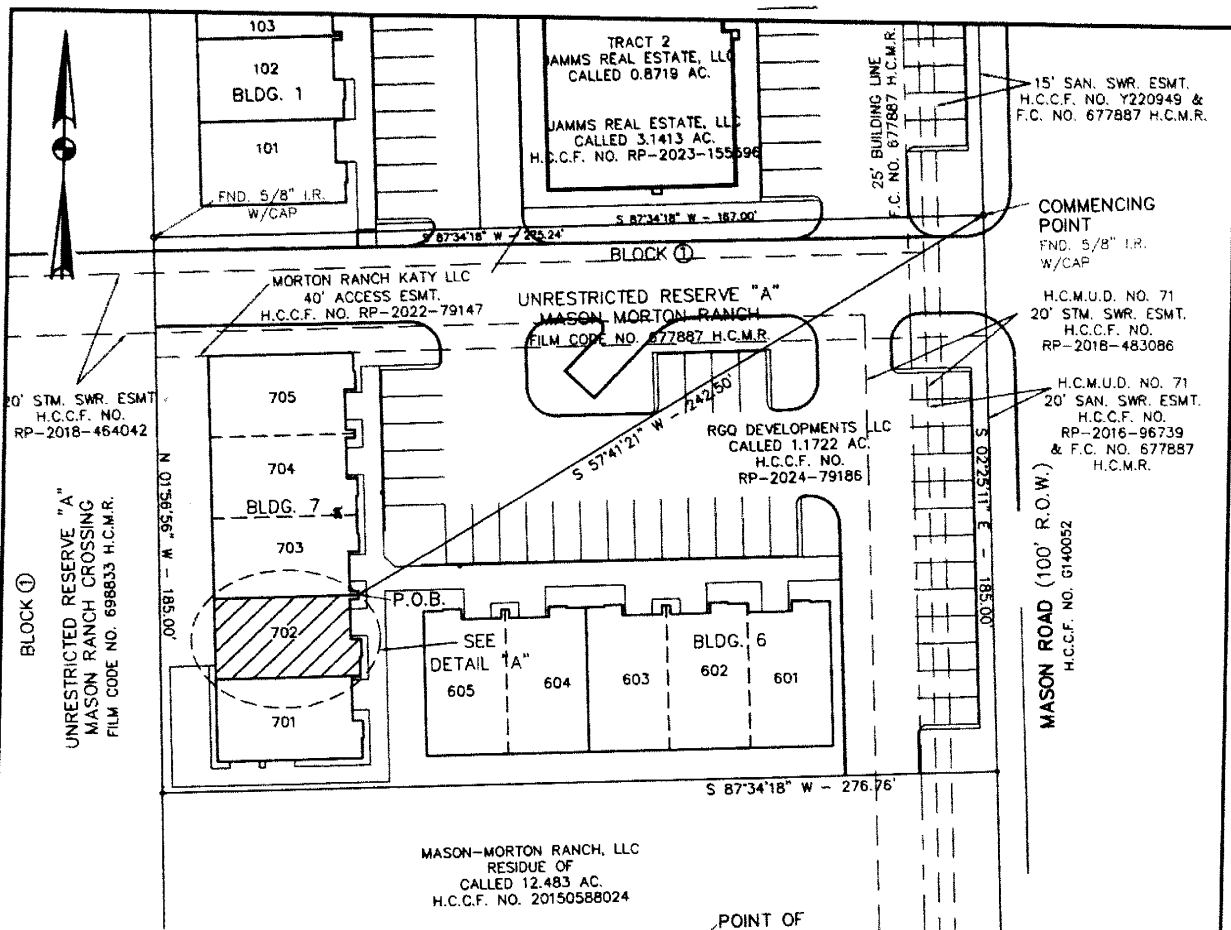
EXHIBIT MAP OF
0.0292 ACRES (1,272 SQUARE FEET), BEING SUITE 701, BUILDING 7 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM CODE
NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

DATE: NOVEMBER, 2024

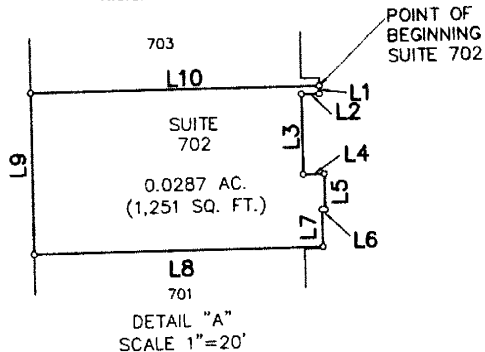
SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TEMPL NO. F-100965-0



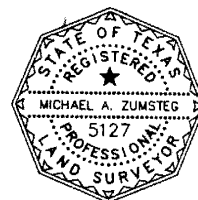
MASON-MORTON RANCH, LLC
RESIDUE OF
CALLED 12.483 AC.
H.C.C.F. NO. 20150588024



| LINE | LINE BEARING | DISTANCE |
|------|---------------|----------|
| L1 | S 02°25'11" E | 1.31' |
| L2 | S 87°34'49" W | 3.00' |
| L3 | S 02°25'11" E | 13.29' |
| L4 | N 87°34'49" E | 3.50' |
| L5 | S 02°25'11" E | 6.00' |
| L6 | S 87°34'49" W | 0.50' |
| L7 | S 02°25'11" E | 6.23' |
| L8 | S 87°34'49" W | 48.00' |
| L9 | N 02°25'11" W | 26.83' |
| L10 | N 87°34'49" E | 48.00' |

NOTES:

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
- 2) THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.



Michael A. Zumsteg

EXHIBIT MAP OF
0.0287 ACRES (1,251 SQUARE FEET), BEING SUITE 702, BUILDING 7 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM CODE
NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

DATE: NOVEMBER, 2024, SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TEMPLS NO. F-100865-0

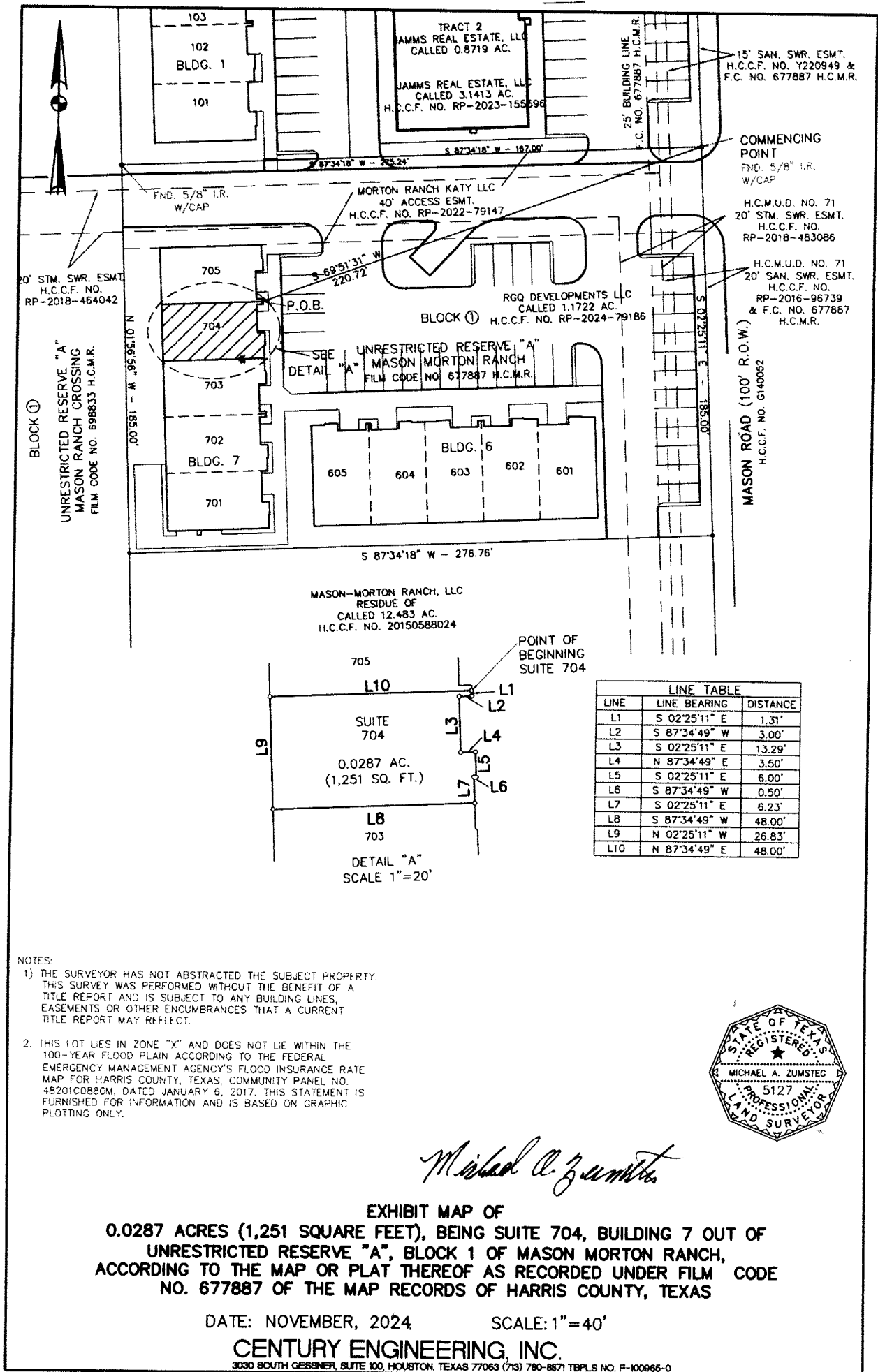
OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK

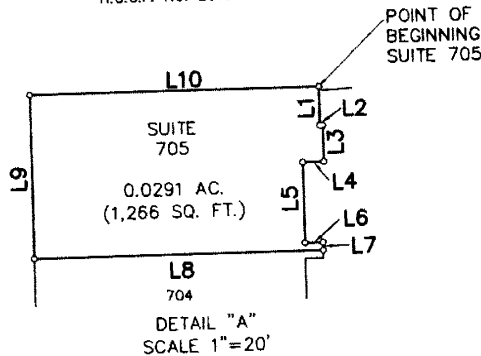
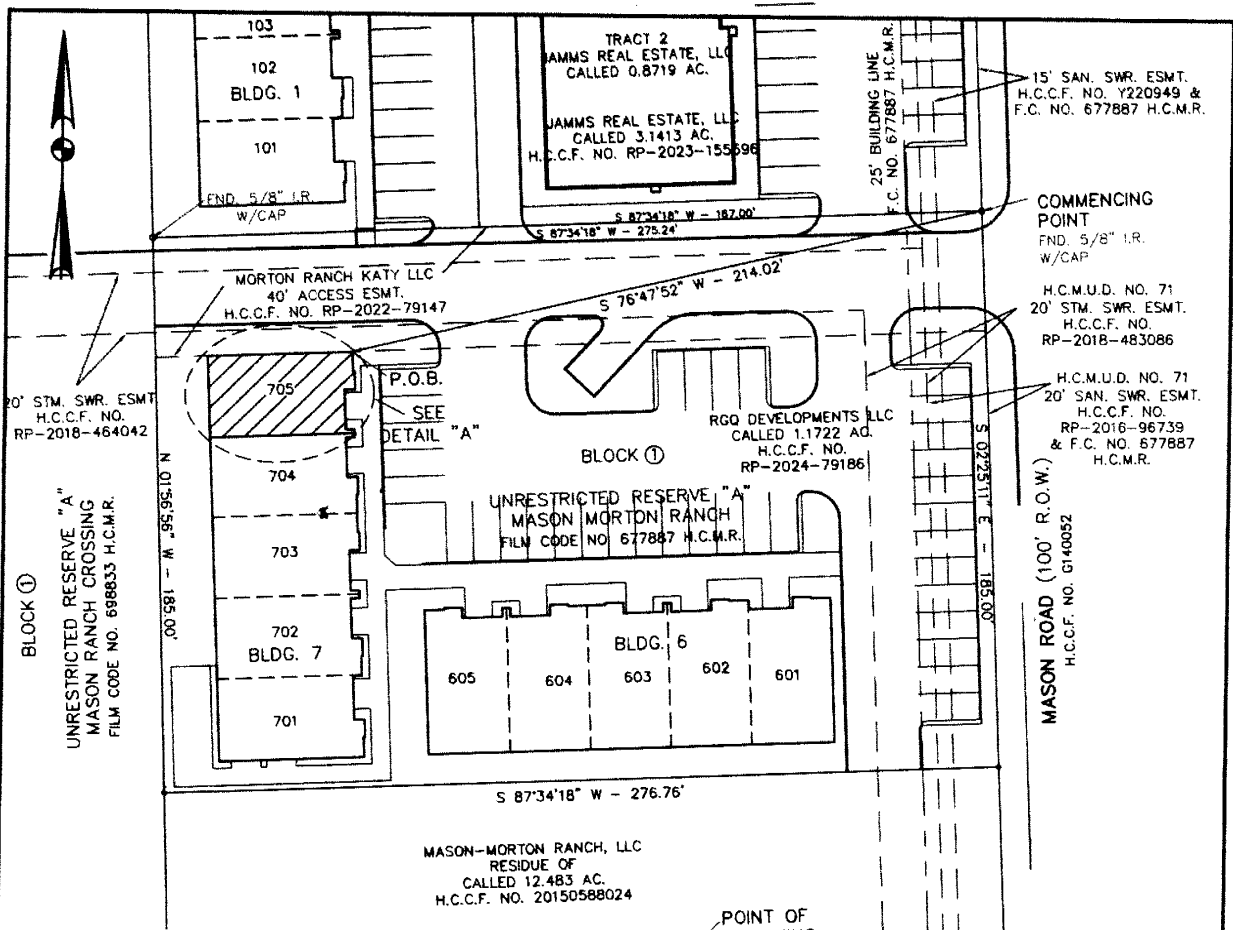
MASON BUSINESS PARK A COMMERCIAL
CONDOMINIUM DEVELOPMENT IN HARRIS
COUNTY TEXAS DECLARATION OF CONDOMINIUM

FILM CODE 220660

THIS IS PAGE 22 OF 24 PAGES

SCANNER Context IQ4400

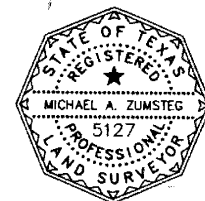




| LINE TABLE | | |
|------------|---------------|----------|
| LINE | LINE BEARING | DISTANCE |
| L1 | S 02°25'11" E | 6.90' |
| L2 | N 87°34'49" E | 0.50' |
| L3 | S 02°25'11" E | 6.00' |
| L4 | S 87°34'49" W | 3.50' |
| L5 | S 02°25'11" E | 13.33' |
| L6 | N 87°34'49" E | 3.00' |
| L7 | S 02°25'11" E | 1.31' |
| L8 | S 87°34'49" W | 48.00' |
| L9 | N 02°25'11" W | 27.15' |
| L10 | N 87°34'49" E | 48.00' |

NOTES:

- 1) THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY BUILDING LINES, EASEMENTS OR OTHER ENCUMBRANCES THAT A CURRENT TITLE REPORT MAY REFLECT.
- 2) THIS LOT LIES IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR HARRIS COUNTY, TEXAS, COMMUNITY PANEL NO. 48201C0880M, DATED JANUARY 6, 2017. THIS STATEMENT IS FURNISHED FOR INFORMATION AND IS BASED ON GRAPHIC PLOTTING ONLY.



Michael A. Zumsteg

**EXHIBIT MAP OF
0.0291 ACRES (1,266 SQUARE FEET), BEING SUITE 705, BUILDING 7 OUT OF
UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED UNDER FILM CODE
NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS**

DATE: NOVEMBER, 2024

SCALE: 1"=40'

CENTURY ENGINEERING, INC.

3030 SOUTH GESSNER, SUITE 100, HOUSTON, TEXAS 77063 (713) 780-8871 TBPLS NO. F-100985-0

Units

| | |
|------------|-----------------|
| Suite 101: | 1,307 SF |
| Suite 102: | 1,292 SF |
| Suite 103: | 1,292 SF |
| Suite 104: | 1,292 SF |
| Suite 105: | 1,305 SF |
| Suite 201: | 1,307 SF |
| Suite 202: | 1,292 SF |
| Suite 203: | 1,292 SF |
| Suite 204: | 1,292 SF |
| Suite 205: | 1,305 SF |
| Suite 301: | 1,307 SF |
| Suite 302: | 1,292 SF |
| Suite 303: | 1,292 SF |
| Suite 304: | 1,292 SF |
| Suite 305: | 1,305 SF |
| Suite 401: | 1,306 SF |
| Suite 402: | 1,292 SF |
| Suite 403: | 1,292 SF |
| Suite 404: | 1,545 SF |
| Suite 501: | 1,306 SF |
| Suite 502: | 1,292 SF |
| Suite 503: | 1,292 SF |
| Suite 504: | 1,305 SF |
| Suite 601: | 1,272 SF |
| Suite 602: | 1,251 SF |
| Suite 603: | 1,251 SF |
| Suite 604: | 1,251 SF |
| Suite 605: | 1,266 SF |
| Suite 701: | 1,272 SF |
| Suite 702: | 1,251 SF |
| Suite 703: | 1,251 SF |
| Suite 704: | 1,251 SF |
| Suite 705: | <u>1,266 SF</u> |

Total SF of Units: 42,676 SF

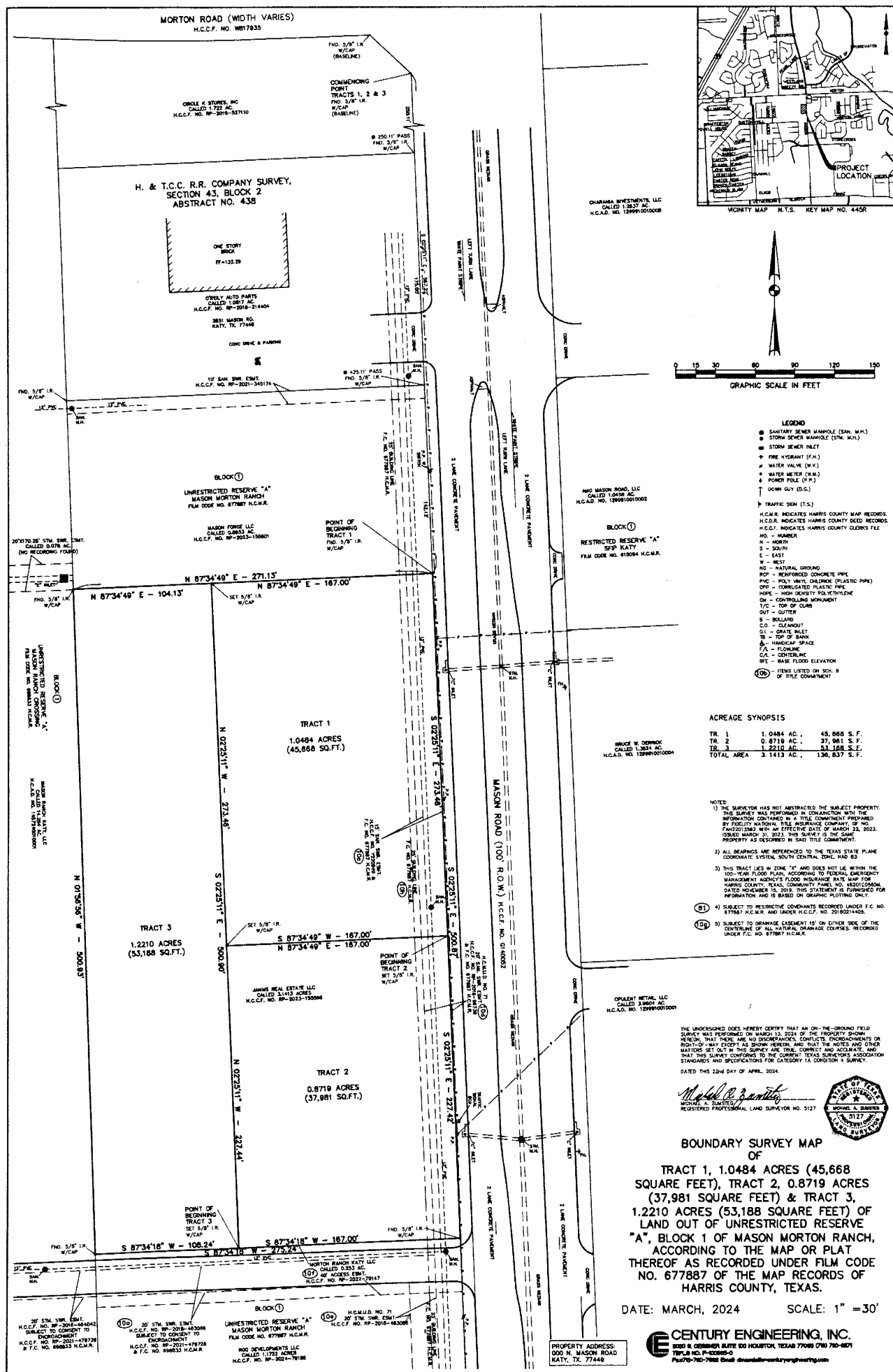
Total SF Common Area: 100,551 SF

Total Gross SF: 143,227 SF

Plat (see attached surveys)

OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
MASON BUSINESS PARK A COMMERCIAL
CONDOMINIUM DEVELOPMENT IN HARRIS
COUNTY TEXAS DECLARATION OF CONDOMINIUM

FILM CODE 220661
THIS IS PAGE 23 OF 24 PAGES
SCANNER Context IQ4400



[illegible]

RM 190308: FLOODPLAIN REFERENCE NUMBER 190308 IS AN MFCO SPAGE DISK STAMPED 190805, LOCATED ON FRANK ROAD, FROM THE INTERSECTION OF MASON ROAD AND FRANK ROAD, TRAVEL WEST ON FRANK ROAD APPROXIMATELY 1.1 MILE TO BRIDGE, IN THE BARKER UNIMPAVED ROAD SPREAD 7701-06-05.

EL ELEVATION = 133.70' (BASED 1988, 2001 A.D.)

TRM: THE WEST BOLT ON TRAFFIC SIGNAL POLE AT THE NORTHWEST CORNER OF MASON ROAD AND MASON MANOR DRIVE.

CLONING = 1.32.10



9/6/96

Consistent Professional Land Services

**HOVE
SURVEYING
COMPANY**

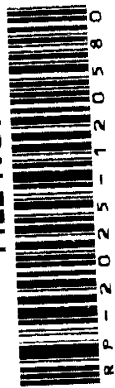
Land Surveys - Computer Mapping
8488 Dahlage - Spring, Texas 77379
(281) 286-0267 lsr@lsr-surveys.com
Arroyo - Rockledge - Indio - Camarillo

STANDARD LAND SURVEY & TOPOGRAPHIC SURVEY OF 6.6666 OF ONE ACRE OR 36,000 SQUARE FEET OF LAND SITUATED IN THE N. & T.A.R.R. CONVEYOR SURVEY, SECTION 41, BLOCK 2, ADJACENT HANSEN 40E, HANSEN COUNTY, TEXAS.

0-00,000,000,000

DATE: FEBRUARY 6, 2011 BOARD: 1" = 40' JOB NO. 04-03-01

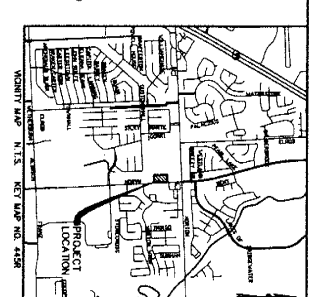
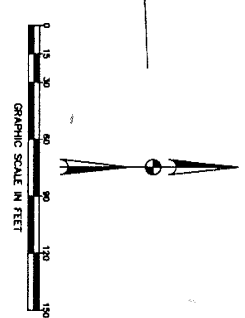
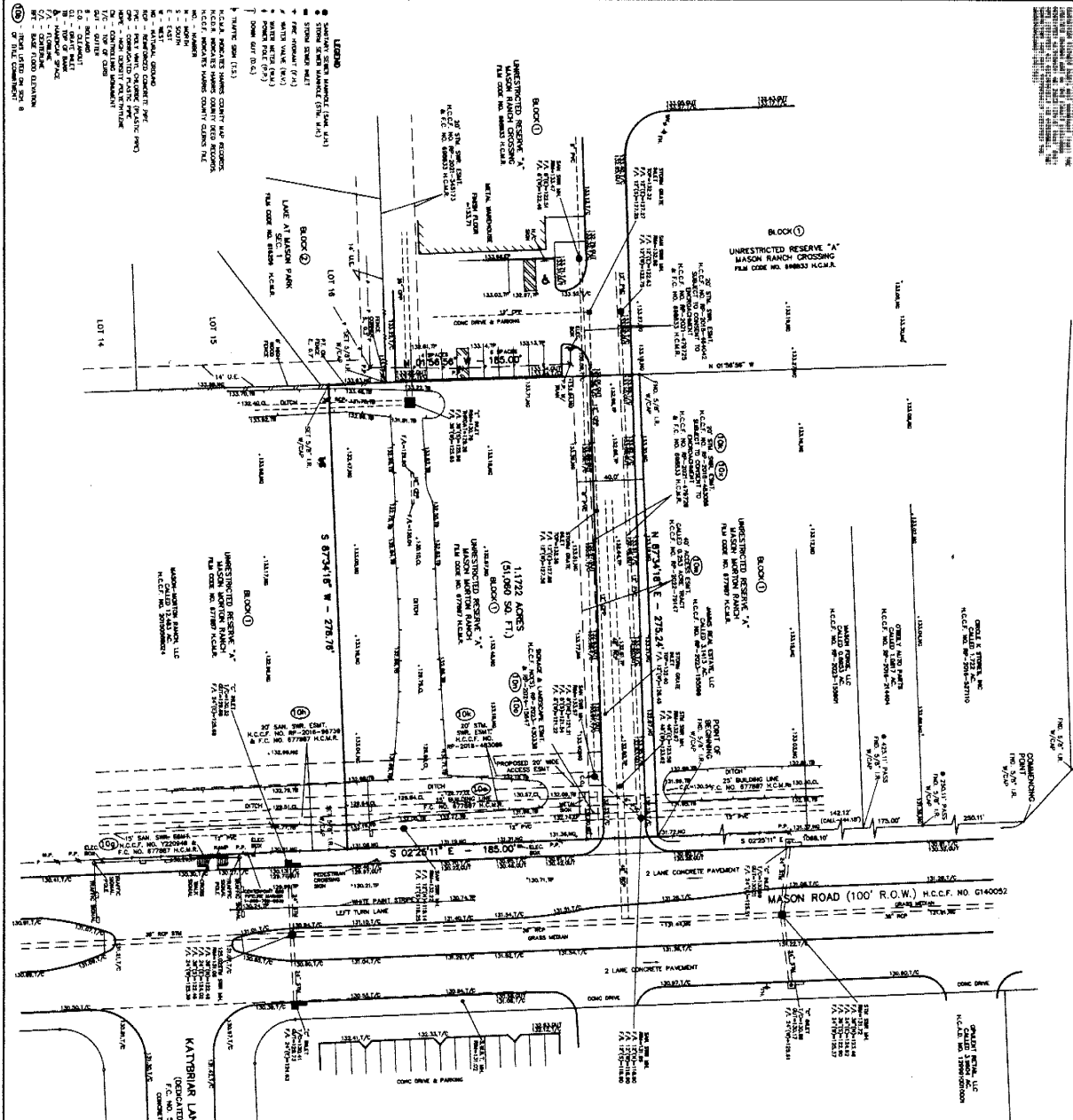
FILE NO.



RP-2025-120580

THIS PLAN, SPECIFICATIONS, CONTRACT, AND ALL OTHER DOCUMENTS RELATING TO THIS PROJECT, SHALL BE CONSIDERED AS PART OF THE BIDDING PROCESS. THE BIDDING PROCESS SHALL BE CONSIDERED AS PART OF THE BIDDING PROCESS. THE BIDDING PROCESS SHALL BE CONSIDERED AS PART OF THE BIDDING PROCESS.

MORTON ROAD (WIDTH VARIES)
H.C.C.P. NO. 0017035



1.1722 ACRES (51,060 SQ. FT.) OF LAND OUT OF UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH, ACCORDING TO THE MAP OR PLAN THEREOF AS RECORDED IN FILM CODE NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

DATE: FEBRUARY, 2024 SCALE: 1" = 30'

BOUNDARY/TOPOGRAPHIC SURVEY OF 1.1722 ACRES (51,060 SQ. FT.) OF LAND OUT OF UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH, ACCORDING TO THE MAP OR PLAN THEREOF AS RECORDED IN FILM CODE NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

PROPERTY ADDRESS: 11722 ACRES (51,060 SQ. FT.) OF LAND OUT OF UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH, ACCORDING TO THE MAP OR PLAN THEREOF AS RECORDED IN FILM CODE NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

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CENTURY ENGINEERING, INC.
11722 ACRES (51,060 SQ. FT.) OF LAND OUT OF UNRESTRICTED RESERVE "A", BLOCK 1 OF MASON MORTON RANCH, ACCORDING TO THE MAP OR PLAN THEREOF AS RECORDED IN FILM CODE NO. 677887 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.



EXHIBIT "F"
Allocated Interests

| <u>Unit Number</u> | <u>Approximate Square Feet</u> | <u>Percentage of Allocated Interests</u> <small>(rounded to the nearest one-tenthousandths decimal place)</small> |
|------------------------|------------------------------------|--|
| 101 | 1,307 | 0.0306% |
| 102 | 1,292 | 0.0303% |
| 103 | 1,292 | 0.0303% |
| 104 | 1,292 | 0.0303% |
| 105 | 1,305 | 0.0306% |
| 201 | 1,307 | 0.0306% |
| 202 | 1,292 | 0.0303% |
| 203 | 1,292 | 0.0303% |
| 204 | 1,292 | 0.0303% |
| 205 | 1,305 | 0.0306% |
| 301 | 1,307 | 0.0306% |
| 302 | 1,292 | 0.0303% |
| 303 | 1,292 | 0.0303% |
| 304 | 1,292 | 0.0303% |
| 305 | 1,305 | 0.0306% |
| 401 | 1,306 | 0.0306% |
| 402 | 1,292 | 0.0303% |
| 403 | 1,292 | 0.0303% |
| 404 | 1,545 | 0.0362% |
| 501 | 1,306 | 0.0306% |
| 502 | 1,292 | 0.0303% |
| 503 | 1,292 | 0.0303% |
| 504 | 1,305 | 0.0306% |
| 601 | 1,272 | 0.0298% |
| 602 | 1,251 | 0.0293% |
| 603 | 1,251 | 0.0293% |
| 604 | 1,251 | 0.0293% |
| 605 | 1,266 | 0.0297% |
| 701 | 1,272 | 0.0298% |
| 702 | 1,251 | 0.0293% |
| 703 | 1,251 | 0.0293% |
| 704 | 1,251 | 0.0293% |
| 705 | 1,266 | 0.0297% |
| Totals | 42,676 SF | 100.00% |

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All tickouts, additions and changes were present at the time the instrument was filed and recorded.

ANY PROVISION HEREIN WHICH RESTRICT THE
SALE, RENTAL OR USE OF THE DESCRIBED
REAL PROPERTY BECAUSE OF COLOR OR RACE
IS INVALID AND UNENFORCEABLE UNDER
FEDERAL LAW

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UNENFORCEABLE UNDER FEDERAL LAW

THE STATE OF TEXAS

COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time
stamped hereon by me, and was duly RECORDED. In the Official Public Records of Real Property
of Harris County, Texas on

APR 2 2025



Tenesia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS

OFFICE OF
TENESHIA HUDSPETH
COUNTY CLERK, HARRIS COUNTY, TEXAS
CONDOMINIUM RECORDS OF COUNTY CLERK
MASON BUSINESS PARK A COMMERCIAL
CONDOMINIUM DEVELOPMENT IN HARRIS
COUNTY TEXAS DECLARATION OF CONDOMINIUM

FILM CODE 220662

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SCANNER Context IQ4400