

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND EASEMENTS FOR MASON BUSINESS PARK**

This DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR MASON BUSINESS PARK (“**Declaration**”), is made to be effective as of April 3, 2025 (“**Effective Date**”), 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**”), (collectively, “**Declarant**”).

**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 tracts 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 JAMMS Property, the Mason Forge Property, and the RGQ Property, at times, may be referred to, collectively, as “**Property**”;

WHEREAS, Declarant intends to develop, or cause to be developed, in whole or in part, the Property, and in connection therewith, Declarant desires to create, establish, declare, and grant certain protective covenants, conditions, and restrictions on the Property for the use, benefit, enjoyment, and burden thereof;

WHEREAS, Declarant intends to develop, or cause to be developed, in whole or in part, the Property, and in connection therewith, Declarant desires to create, establish, declare, and grant certain non-exclusive, perpetual, and reciprocal access, parking, signage, and/or utility easements over, across, and through the Easements Areas (as hereinafter defined) for the use, benefit, enjoyment, and burden of the Property;

WHEREAS, Declarant deems it necessary, desirable, and in the best interest of the present and future Owners (as hereinafter defined) within the Property to establish an entity which will be

delegated and assigned those powers required to administer and enforce these covenants, conditions, restrictions, easements, charges, and liens, including the collection and disbursement of charges and assessments hereinafter created;

WHEREAS, Declarant has caused or will cause to be incorporated the Mason Business Park Property Owners Association, a Texas non-profit corporation, and has designated it as such an entity; and,

WHEREAS, Declarant deems it necessary to impose certain design and architectural restrictions upon the Property and provide a mechanism for enforcing such restrictions.

NOW THEREFORE, Declarant hereby declares the Property will be held, transferred, sold, conveyed, occupied, and enjoyed by all present and future Owners and Permittees (as hereinafter defined) of any portion of the Property, subject to the terms and provisions of this Declaration.

## **ARTICLE I** **DEFINITIONS**

Section 1.1. Definitions. The following words or phrases, when used in this Declaration, unless the context shall otherwise indicate or prohibit, shall have the following meanings:

“**ACC**” means the Architectural Control Committee established in this Declaration.

“**Access Easements Areas**” means the driveways, sidewalks and walkways, access ways, curb cuts, entrances, and exits as such areas shall, from time to time, be developed, altered or modified on the Property for the Access Easements Purposes (as hereinafter defined), and all sidewalks and walkways as such areas shall, from time to time, be developed, altered or modified on the Property for the Access Easements Purposes.

“**Assessment**” means any amount due to the Association by an Owner or levied against an Owner by the Association under this Declaration.

“**Association**” means Mason Business Park Property Owners’ Association, a Texas non-profit corporation.

“**Board**” means the Board of Directors of the Association.

“**Bylaws**” means the Bylaws of the Association adopted by the Board.

“**Common Area**” means all property within the Property not designated as a Condominium Unit or a Structure on the plat and which has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Association.

“**Condominium Unit**” means “Unit” as that term is defined in that certain Declaration of Condominium for Mason Business Park, as recorded under Film Code No. 220639 in the Condominium Records of Harris County, Texas.

**“Covenants”** means the covenants, conditions and restrictions contained in this Declaration.

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

**“Development Plan”** means the plan or plans governing overall boundaries of the Property and indicating, among other things, Common Areas and each Easement.

**“Development Standards”** means the standards with respect to the Property set forth in any applicable law, statute, regulation, code, ordinance or rule or in this Declaration, or in any supplements and amendments to this Declaration

**“Easement”** or **“Easements”** means, singularly or collectively as the context indicates, any area of the Property (i) designated as an easement and recorded as such on any recorded plat, (ii) designated as an easement and otherwise recorded (whether by any or all of the Declarants or otherwise) or (iii) otherwise designated as an easement by any or all of the Declarants in a recorded instrument, including this Declaration, which is expressly devoted to use for access, parking, signage, drainage, and/or utilities at, to, from, on, over, across, through, and within the Property, and other functional or enhancement purposes, said areas being restricted in use as may be necessary to protect their essential purposes.

**“Easements Areas”** means, collectively, the Access Easements Areas, the Parking Easements Areas, the Signage Easements Areas, the Drainage Easements Areas, and/or the Utility Easements Areas at, on, and within the Property.

**“Easements’ Purposes”** means, collectively, the Access Easements Purposes, the Parking Easements Purposes, the Signage Easements Purposes, and/or the Utility Easements Purposes.

**“Governing Documents”** means, collectively, this Declaration and the Certificate of Formation, Bylaws, Rules of the Association, and ACC Standards, as amended.

**“Maintenance Activities”** means, with respect to the relevant portion of the Easements Areas and/or the Property, maintaining, repairing, cleaning, and removing any snow, ice, water, trash, and/or any other debris of any kind from that portion of the Easements Areas and/or the Property.

**“Member”** means an Owner.

**“Occupant”** or **“Occupants”** means, with respect to a particular portion of the Property, any person or entity which is, from time to time, entitled to use and occupy any portion of the Property under any lease, sublease, concession, and/or other similar agreement.

**“Owner”** means every record Owner of a fee simple interest in a Condominium Unit or a

portion of the Property not containing a Condominium Unit and that Owner's Permittees (as hereinafter defined); except, however, the term "Owner" will not include any person or entity who holds only a lien or security interest or assignment of rents in any such Condominium Unit or portion of the Property not containing a Condominium Unit, or any subdivided part thereof, as security for the performance of any obligation specifically including, but not limited to, any mortgagee or trustee or beneficiary under a mortgage or deed of trust unless and until such mortgagee or beneficiary has acquired record legal title through foreclosure or any proceeding in lieu thereof.

**"Parking Easement Area" or "Parking Easements Areas"** means those vehicular parking areas at the Property as such areas will, from time to time, be developed, altered, and/or modified on the Property for the Parking Easements Purposes (as hereinafter defined).

**"Permittee" or "Permittees"** means, with respect to a particular portion of the Property, the Occupant or Occupants of that portion of the Property and their respective officers, directors, employees, invitees, licensees, contractors, sub-contractors, customers, vendors, suppliers, and/or visitors.

**"Plat"** means the Plat of the Property recorded under Film Code No. 220639 in the Condominium Records of Harris County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

**"Signage Easements Areas"** means the signage areas at the Property as such areas will, from time to time, be developed, altered or modified on the Property for the Signage Easements Purposes (as hereinafter defined).

**"Structure"** means any improvement on a portion of the Property, including a sidewalk, driveway, fence, wall or outbuilding.

**"Supplementary Declaration"** means any amendment or addition to this Declaration which is recorded pursuant to the provisions of Article I, Section B of this Declaration.

**"Utility" or "Utilities"** means, singularly or collectively as the context indicates, the underground storm sewer lines, sanitary sewer lines, sanitary sewer pipes, septic systems, water and gas lines, fresh water pipes and mains, electric power lines, telephone and communication lines and mains, and/or any other type of utilities or facilities located at, on, and/or within the Property.

**"Utility Easements Areas"** means those areas at, on, and/or within the Property which contain or carry the Utilities as such areas will, from time to time, be developed, altered, and/or modified on, at, and/or within the Property for the Utility Easements Purposes (as hereinafter defined).

Section 1.2. Alteration of Property. The character of portions of the Property may be revised and, as revised, subject to this Declaration in the following manner:

- a. Declarant may record Supplementary Declarations indicating portions of

the Property which are or will be converted from a portion of the Property to an Easement Area, revising the application of this Declaration with respect to such portion. More than one Supplementary Declaration may be recorded by Declarant, and Declarant will have sole discretion with respect to the nature and timing of any such recording.

b. Any Supplementary Declaration will incorporate by reference this Declaration, as amended from time to time, whereby any portion of the Property altered under such Supplementary Declaration will be altered in accordance with and subject to all conditions included in this Declaration.

c. Subject to the terms and conditions of this Declaration and any Supplemental Declarations, Declarant will not be prohibited from recording additional declarations with respect to the Property without requiring the consent or inclusion of any of the Owners of any portions of the Property.

## **ARTICLE II** **EASEMENTS**

### **Section 2.1. Purpose of the Easements Areas.**

a. The purpose of the Access Easements Areas is to facilitate free and uninterrupted pedestrian and vehicular access: (a) to, from, and between the Property to and from Mason Road; and, (b) to, from, and between all portions of the Property (collectively, “**Access Easements Purposes**”).

b. The purpose of the Parking Easements Areas is to facilitate free and uninterrupted vehicular parking within the Property (“**Parking Easements Purpose**”).

c. The purpose of the Signage Easements Areas is to facilitate clean, orderly, coordinated, and high-quality signage to the general public for the use and benefit of the Property, and for each of the Owners, and the Owners’ respective agents, employees, legal representatives, permitted assigns, Occupants, and Permittees (collectively, “**Signage Easements Purposes**”).

d. The purpose of the Utility Easements Areas is to facilitate the free flow of availability to Utilities at, on, and within the Property for the purposes of installing, operating, maintaining, repairing, replacing, removing, and/or relocating such Utilities (collectively, “**Utility Easements Purposes**”).

### **Section 2.2. Creation of Easement Areas.**

a. **Access Easements.** Declarant hereby subjects the Access Easements Areas to perpetual, reciprocal, and non-exclusive easements for the Access Easements Purposes (collectively, “**Access Easements**”). The Access Easements will inure to the benefit of the Owners, or, from time to time, their respective agents, employees, legal representatives, permitted assigns, Occupants, and Permittees, and will be appurtenant to the Property; provided, however, in no event will the Owners, or their respective agents, employees, legal representatives, permitted

assigns, Occupants, and/or Permittees, be permitted to use the Property for vehicular parking other than as designated and identified in this Declaration.

b. Parking Easements. Declarant hereby subjects the Parking Easements Areas to perpetual and non-exclusive easements for the Parking Easements Purpose for the Property and any portions thereof (collectively, “**Parking Easements**”). The Parking Easements will inure to the benefit of each of the Owners, or, from time to time, their respective agents, employees, legal representatives, permitted assigns, Occupants, and/or Permittees, and will be appurtenant to any portion of the Property, as designated and identified in this Declaration.

c. Signage Easements. Declarant hereby subjects the Signage Easements Areas to perpetual, reciprocal, and non-exclusive easements for the Signage Easements Purposes (collectively, “**Signage Easements**”). The Signage Easements will inure to the benefit of the Owners and/or, from time to time, their respective agents, employees, legal representatives, permitted assigns, Occupants, and/or Permittees, and will be appurtenant to the Property.

d. Utility Easements. Declarant hereby subjects the Utility Easements Areas to perpetual, reciprocal, and non-exclusive easements for the Utility Easements Purposes (“**Utility Easements**”). The Utility Easements will inure to the benefit of the Owners and/or, from time to time, their respective agents, employees, legal representatives, permitted assigns, Occupants, and/or Permittees, and will be appurtenant to the Property.

Section 2.3. Obligations; Reservation of Rights. Declarant reserves for, and assigns to, the Board the following rights: (a) the right to coordinate the Owners’ and/or Permittees’ use and enjoyment of the surface of the Property on and over which the Easements Areas are located for all purposes which do not interfere with or interrupt the use and enjoyment of the Property by the Owners and/or Permittees for the Easements’ Purposes; and, (b) the right to close a portion of the Property on which the Access Easements Areas are located for a reasonable period of time legally necessary to prevent the acquisition of prescriptive rights by anyone, provided, however, (i) such closure will not operate to completely and/or fully restrict the use and enjoyment of the Easements over the Easements Areas by the Owners and/or the Permittees for the Easements’ Purposes and (ii) before closing off any portion of the Access Easements Areas, the Board will give at least thirty (30) days’ prior written notice to all of the Owners of the Board’s intention to do so and will attempt to coordinate such closing with the Owners so that no unreasonable interference in the passage of pedestrians or vehicles will occur.

Section 2.4. Non-Dedication. Nothing contained in the Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever.

Section 2.5. Non-Interference, Disturbance, and Limitation on Use. No buildings, fences, and/or other barriers, or change in grade of paving or elevation or any other device and/or facility, will be constructed which would unreasonably restrict the free, continued, and uninterrupted usage of the Easements Areas. Nothing contained in this Declaration will grant to an Owner the right to utilize the Easements Areas benefiting such Owner’s portion of the Property for any purpose other than the Easements’ Purposes. The Easements Areas will encumber only

those specific areas covered by the Easements Areas and no other portion of the Property.

Section 2.6. Binding Effect. The Easements are conveyed subject to any and all other restrictions, easements, utility lines, and/or other matters or easements affecting the Property, will run with the land, and will be binding upon and inure to the benefit of Declarant, the Owners and any and all future Owners, and their respective agents, employees, legal representatives, permitted assigns, Occupants, and/or Permittees.

### **ARTICLE III**

#### **CONSTRUCTION AND MAINTENANCE**

Section 3.1. Construction and Maintenance of the Property.

a. Improvements. Subject to the remaining Sections of this Article III, each Owner will construct and maintain (or use commercially reasonable efforts to cause to be maintained by that Owner's Occupants, to the extent required under individual Occupant leases), in good order and repair, consistent in manner and appearance with the buildings on the other portions of the Property, all improvements (including, but not limited to, all sidewalks, driveways and parking areas, lighting facilities and fixtures, landscaping, buildings, loading docks, truck facilities, and compactor areas) located on such Owner's portion of the Property. The footprints of any improvements on any portion of the Property will not be expanded or altered in any significant manner so as to alter, dilute, and/or render useless any of the Easements, the Easements Areas, and/or the Easements' Purposes.

b. Unimproved Portions of the Property. Until such time as improvements are constructed on any portion of the Property, each Owner will take or cause to be taken, all such measures as may be necessary to control and/or remove weeds, blowing dirt and sand, trash, garbage, debris, and similar matters with respect to the undeveloped portion of such Owner's portion of the Property.

Section 3.2. Construction and Maintenance of Access Easements Areas. Each Owner will be responsible for the construction of, and conducting all necessary Maintenance Activities with respect to, those portions of the Access Easements Areas located on such Owner's portion of the Property. Each Owner will be responsible for the payment of all taxes and insurance coverage with respect to those portions of the Access Easements Areas located on such Owner's portion of the Property and keeping the landscaped areas adjacent to the Access Easements Areas and located on such Owner's portion of the Property in a safe, clean, sightly, good, and functional condition to standards of first-class commercial retail facilities in the Houston, Texas, metropolitan area.

Section 3.3. Construction and Maintenance of Parking Easements Areas. Each Owner will be responsible for the construction of, and conducting all necessary Maintenance Activities with respect to, those portions of the Parking Easements Areas located on such Owner's portion of the Property. Each Owner will be responsible for the payment of all taxes and insurance coverage with respect to those portions of the Parking Easements Areas located on such Owner's portion of the Property and keeping the landscaped areas adjacent to the Parking Easements Areas and located on such Owner's portion of the Property in a safe, clean, sightly, good, and functional

condition to standards of first-class commercial retail facilities in the Houston, Texas, metropolitan area.

Section 3.4. Construction and Maintenance of Signage Easements Areas. The Association will be responsible for the construction of, and conducting all necessary Maintenance Activities with respect to, the Signage Easements Areas located on the Property. Pylon signs, monument signs, and/or any other type of signage not attached to a Structure will be permitted only on, and wholly within, the Signage Easements Areas. The ACC, subject to Board approval, will have the right to adopt, from time to time, reasonable criteria with respect to signage to be constructed on and wholly within the Signage Easements Areas. All signage will comply with all applicable laws and with ACC's Standards and Rules (as defined below) without a variance unless such variance has been approved in writing by the Board. Each Owner will be responsible for such Owner's pro rata share of the costs, charges, expenses, and/or fees incurred by the Association in the construction of, and conducting all necessary Maintenance Activities with respect to, the Signage Easements Areas, which such costs, charges, expenses, and/or fees will include a reasonable service charge payable to the Association for the Association's time, effort, and/or skills in the construction of, and performance of Maintenance Activities with respect to, the Signage Easements Areas. Each Owner's pro rata share of such costs, charges, expenses, and/or fees will be determined by multiplying the total amount of such costs, charges, expenses, and/or fees by a fraction, the numerator of which is the total square footage of such Owner's portion of the Property and the denominator of which is the total square footage of the Property. The Association will prepare and submit statements of account and billing to each Owner on a monthly basis for such Owner's pro rata share of the costs, charges, expenses, and fees related to the Signage Easements Areas, upon reasonable payment terms as determined and set by the Association.

Section 3.5. Construction and Maintenance of Utility Easements Areas. Each Owner will be responsible for the construction of, and conducting all necessary Maintenance Activities with respect to, those portions of the Utility Easements Areas located on such Owner's portion of the Property. Each Owner will be responsible for the payment of all taxes and insurance coverage with respect to those portions of the Utility Easements Areas located on such Owner's portion of the Property and keeping the landscaped areas adjacent to the Utility Easements Areas and located on such Owner's portion of the Property in a safe, clean, sightly, good, and functional condition to standards of first-class commercial retail facilities in the Houston, Texas, metropolitan area.

Section 3.6. Construction Standards.

a. Portions of the Property. An Owner of adjoining portions of the Property, with ACC approval, may consolidate such portions into one site for the construction of a Structure or Structures. No additional easements in the Property, not otherwise created or granted herein or created or granted prior to this Declaration, may be created or granted without ACC approval.

b. Structures. All Structures must be aesthetically compatible with the Property, as determined by the ACC. The maximum height of a Structure is twenty (20) feet above grade. No Structure may be located in violation of the setback lines shown on the Plat. Any Structure which is damaged must be repaired within fifteen (15) days (or within a period approved



by the ACC) and such portion of the Property restored to a clean, orderly, and attractive condition. Any Structure which is damaged to the extent that repairs are not practicable must be demolished and removed within thirty (30) days and such portion of the Property restored to a clean and attractive condition. No fence, wall or hedge may be located on any portion of the Property except as approved by the ACC. Landscaping (the minimum standards of which are specified in the ACC's standards and rules) must be installed on such portion of the Property before construction of any Structure is completed and ready for occupancy; provided, however, no landscaping which obstructs traffic sight lines may be placed on any portion of the Property. When a Structure is constructed, such portion of the Property must be improved with sidewalks connecting with the sidewalks on adjacent portions of the Property.

c. Building Materials for Structures. Only thermoplastic polyolefin (TPO) roofs may be used on Structures, unless otherwise approved by the ACC, and all roof stacks must be painted to match the roof color. Window- or wall-type air conditioners may not be used in any Structure. Composition of the exterior walls of all Structures must comply with the ACC's standards and rules, unless otherwise approved by the ACC. No change to the color of the exterior walls, trim or roof of a Structure will be permitted, unless otherwise approved by the ACC. All driveways and sidewalks must be surfaced with concrete, unless otherwise approved by the ACC. Property address numbers and name identification must be aesthetically compatible with the Property.

#### **ARTICLE IV** **PROTECTIVE COVENANTS**

Section 4.1. Applicability. The protective covenants set forth herein will run with the land and will be binding upon and inure to the benefit of the Declarants and the future Owners and Permittees of any portion of the Property and their respective legal representatives, successors, and permitted assigns.

Section 4.2. Prohibited Uses. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Property which is obnoxious to or out of harmony with the operation of retail, office, and service establishments common to first-class commercial retail facilities in the Houston, Texas metropolitan area, including, but not limited to, any of the following uses (collectively, "**Prohibited Uses**"): any nuisance; any use which violates laws or requirements of governmental authorities having jurisdiction over the Property; the primary use of any building as a warehouse; an 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; restaurant; cafeterias; dancehall, saloon, cocktail lounge, bar, nightclub or strip club; kennel; 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 businesses; tattoo shop; or massage parlors or spas.

**ARTICLE V**  
**INSURANCE AND INDEMNIFICATION**

Section 5.1. Insurance. Each Owner will maintain, or cause to be maintained, public liability insurance against claims on account of loss of life, bodily injury, and/or property damage which may arise from, or be occasioned by the condition, use or occupancy of the Access Easements Areas located on such Owner's portion of the Property, or caused by such Owner, or caused by those persons whose acts and omissions such Owner is legally liable. Each Owner will obtain at such Owner's sole cost and expense, according to the provisions hereof, insurance covering the Access Easements Areas on such Owner's portion of the Property from an insurance company or companies (with a Best Insurance Guide rating of not less than A-) qualified and approved to do business in the State of Texas. Each such policy of insurance will have limits for loss of life or bodily injury in amounts of not less than Two Million and No/100 Dollars (\$2,000,000.00) for each person, and Four Million and No/100 Dollars (\$4,000,000.00) for each occurrence, and Two Million and No/100 Dollars (\$2,000,000.00) for property damage for each occurrence. Such insurance may be carried under a "blanket" policy or policies covering other properties of such Owner. Each Owner will, upon written request from any other Owner, furnish to the requesting Owner one or more certificates of insurance evidencing the existence of the insurance required above.

Section 5.2. Indemnification. Each Owner ("**Indemnifying Owner**") will indemnify, defend, and hold harmless the other Owners (collectively, "**Indemnities**") of and from any and all loss, cost, damage, injury, and/or expense, including, without limitation, reasonable attorneys' fees (collectively, "**Loss**") caused by any of the following: (i) injury or death of any person, damage to property arising out of or in connection with the use by the Indemnifying Owner and/or the Indemnifying Owner's contractors, employees, agents, and/or any other party acting on behalf or at the direction of the Indemnifying Owner of the Easements granted to the Indemnifying Owner hereunder; and, (ii) actual or asserted mechanics' or materialmen's liens with respect to the Easements Areas and/or such portions of the Property owned by the Indemnities for work performed or materials or supplies furnished at the request of the Indemnifying Owner ("**Covered Mechanics' Lien**"), and in connection herewith, the Indemnifying Owner may contest a Covered Mechanics' Lien, provided, however, the Indemnifying Owner will either (A) fully pay and discharge any Covered Mechanics' Lien within twenty (20) days after the entry of a final judgment adverse to the Indemnifying Owner in any action to foreclose the Covered Mechanics' Lien or (B) cause bonds to be issued removing the Covered Mechanics' Lien as an encumbrance from title to such portions of the Property owned by the Indemnities; (iii) the Indemnifying Owner's failure to comply with any and all federal, state, county, and/or municipal laws, statutes, regulations, rules, and/or ordinances applicable to the use of the Easements Areas; and/or, (iv) the Indemnifying Owner's failure to materially comply with the provisions of this Declaration. Each Owner who purports to be an Indemnity with respect to any particular Loss ("**Notifying Owner**") will give prompt and timely notice to the purported Indemnifying Owner of any claim made or suit or action commenced against the Notifying Owner which in any way could result in a claim for indemnification hereunder.

**ARTICLE VI**  
**PROPERTY OWNERS' ASSOCIATION**

Section 6.1. Establishment and Governance. The Association is established by filing a certificate of formation with the Texas Secretary of State's Office, and is governed by the certificate, this Declaration, and the Bylaws. The Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

Section 6.2. Rules. The Board may adopt rules which do not conflict with any law, statute, regulation, code, ordinance or rule or the other Governing Documents. On request, Owners will be provided a copy of any rules.

Section 6.3. Membership and Voting Rights. Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of such Owner's portion of the Property. The Association has two (2) classes of voting Members.

a. Class A Members. Class A Members, which are all Owners, other than Declarant. Class A Members have one vote per such Owner's portion of the Property. When more than one person is an Owner, then each person is a Class A Member, but only one vote may be cast for such Owner's portion of the Property.

b. Class B Member. The Class B Member is Declarant and has the number of votes for each portion of the Property owned specified in the Bylaws. The Class B Membership ceases and converts to Class A Membership on the earlier of either when the Class A Members' votes exceed the total of Class B Member's votes or October 1, 2025.

Section 6.4. Assessments.

a. Authority. The Association may levy Assessments to promote the recreation, health, safety, and welfare of the Owners, to fund operating expenses of the Association, and to improve and maintain the Common Areas.

b. Personal Obligation. An Assessment is a personal obligation of each Owner when the Assessment accrues.

c. Creation of Lien. Assessments are secured by a continuing vendor's lien on each portion of the Property, which lien is reserved by the Declarant and assigned to the Property Owners Association. By acceptance of a deed to such portion of the Property, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

d. Commencement. Each such portion of the Property owned by an Owner becomes subject to Assessments on conveyance of such portion of the Property by Declarant.

e. Regular Assessments. Regular Assessments are levied by the Board,

annually, to fund the anticipated operating and maintenance expenses of the Association. Until changed by the Board, the Regular Assessment is Two Hundred Twenty and No/100 Dollars (\$220.00) per month per each Condominium Unit and Two Thousand Two Hundred and No/100 Dollars (\$2,200.00) per month per such divided portions of the Property not containing a Condominium Unit or not part of the Common Areas. Regular Assessments will be collected semi-annually in advance, payable on March 1 and on September 1 of each year and on the same days of each succeeding year thereafter. Regular Assessments may be changed semi-annually by the Board, written notice of which will be sent to every Owner at least thirty (30) days before the effective date of such changed Regular Assessment.

f. Special Assessments. In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Property but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner. Any Special Assessment must be approved by a majority vote at a meeting of the Members duly called for that purpose and in accordance with the Bylaws.

g. Delinquent Assessments. Any Assessment not paid within fifteen (15) days after it is due is delinquent.

h. Fines. The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

i. Subordination of Lien to Mortgages. The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against such Owner's portion of the Property not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

#### Section 6.5. Remedial Rights.

a. Late Charges and Interest. A late charge of Thirty and No/100 Dollars (\$30.00) of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of ten percent (10%) per year. The Board may change the late charge and the interest rate.

b. Costs, Attorney's Fees, and Expenses. If the Association complies with all applicable notice requirements, an Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents.

c. Judicial Enforcement. The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing

Documents.

d. Remedy of Violations. The Association may access an Owner's portion of the Property to remedy a violation of the Governing Documents.

e. Suspension of Rights. If an Owner violates the Governing Documents, then the Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

f. Damage to Property. An Owner is liable to the Association for damage to Common Areas caused by the Owner or the Owner's employees, agents, independent contractors, and invitees in accordance with law.

Section 6.6. Common Area.

a. Common Area Easements. Each Owner has an easement in and to the Common Area, subject to the right of the Association to (i) suspend an Owner's rights under the Governing Documents; (ii) grant an easement approved by the Board over the Common Area for utility, drainage or other purposes; and, (iii) dedicate or convey any of the Common Area for public purposes, on approval by a vote of two-thirds (2/3) of the Members at a meeting in accordance with the Bylaws.

b. Permitted Users. An Owner's right to use and enjoy the Common Area extends to the Owner's employees, agents, independent contractors, and invitees, subject to the Governing Documents.

c. Unauthorized Improvements in Common Area. An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

**ARTICLE VII**  
**ARCHITECTURAL CONTROL COMMITTEE**

Section 7.1. Establishment.

a. Purpose. The ACC is established as a committee of the Association to assist the Association in ensuring all Structures, signage, and landscaping within the Property are aesthetically compatible and conform to the Governing Documents and ACC's Standards and Rules.

b. Members. The ACC will consist of at least three (3) persons appointed by the Board. The Board may remove or replace any ACC member at any time.

c. Term. ACC members will serve until replaced by the Board or until such ACC member resigns.

d. Standards and Rules. Subject to Board approval, the ACC may adopt, and amend from time to time, standards and rules in order to carry out the ACC's purpose and which do not conflict with the other Governing Documents (collectively, "**ACC's Standards and Rules**"). On request, Owners will be provided a copy of the ACC's Standards and Rules.

Section 7.2. Plan Review.

a. Required Review by ACC. No Structure may be erected on any portion of the Property, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Structure depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.

b. Procedures. Within fifteen (15) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete. If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty (30) days after complete submission, then the submitted plans and specifications are deemed approved.

c. Appeal. An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, then the appealing Owner must also give written notice to the submitting Owner within fifteen (15) days after the ACC's action. The Board shall determine the appeal within thirty (30) days after timely notice of appeal is given. The determination by the Board is final.

d. Records. The ACC will maintain written records of all requests submitted to the ACC and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

e. No Liability. The Association, the Board, the ACC, and their respective members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove any request.

**ARTICLE VIII**  
**GENERAL PROVISIONS**

Section 8.1. Default. On a failure by any Owner or the Construction and Maintenance Manager to perform, fulfill, and/or observe any agreement herein to be performed, fulfilled, and/or observed by that Owner or the Construction and Maintenance Manager ("**Defaulting Party**"),

continuing for thirty (30) days after written notice thereof to the Defaulting Party from any other Owner or the Construction and Maintenance Manager ("**Non-Defaulting Party**") (but if the cure is of such a nature which cannot reasonably be cured within thirty (30) days, then the Defaulting Party will not be in default so long as the Defaulting Party promptly commences the cure, thereafter diligently pursues the cure, and subsequently cures the default within a reasonable period of time, not to exceed ninety (90) days after written notice thereof), the Non-Defaulting Party will be entitled to: (a) take reasonable actions to cure the default; and, (b) recover from the Defaulting Party the reasonable actual out-of-pocket costs and expenses incurred in curing the default ("**Cure Reimbursement**"). It is not a waiver of or consent to default if the Non-Defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Declaration does not preclude pursuit of other remedies available at law or in equity.

Section 8.2. Equitable Rules of Enforcement. This Declaration may be enforced by any Non-Defaulting Party by restraining orders and injunctions (either temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by an Owner or the Construction and Maintenance Manager, provided, however, the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

Section 8.3. Estoppel Certificates. Recognizing that any Owner may find it necessary from time to time to establish to potential purchasers, lenders, and/or the like, of the current status of performance under this Declaration, each Owner will, upon the reasonable written request of any other Owner, deliver with reasonable promptness, a written statement regarding the status of any default or other performance relating to this Declaration, or, to the extent accurate, stating there are no existing defaults.

Section 8.4. Assignment by Construction and Maintenance Manager. Notwithstanding anything to the contrary contained herein and without the necessity of obtaining prior written consent from the Owners, the Construction and Maintenance Manager has the right to assign, all or a portion of, the Construction and Maintenance Manager's rights, duties, and/or obligations under this Declaration.

Section 8.5. Duration and Binding Effect. The Easements and the covenants, conditions, and/or restrictions created by this Declaration are intended to be perpetual. The terms, provisions, covenants, conditions, and/or restrictions contained in this Declaration will apply and inure to the benefit of and will be binding upon the Owners and the Owners' respective heirs, legal representatives, successors, and permitted assigns, except as otherwise herein expressly provided.

Section 8.6. Notices. Any notice or designation to be given hereunder will be in writing and will be given by placing the notice or designation in the United States mail, certified or registered, properly addressed and stamped, or by delivery by a delivery service which provides proof of delivery, and any such notice or designation shall be deemed to have been received the earlier of actual receipt or three (3) business days after being mailed, when mailed as provided above, or on actual receipt if given in any other manner allowed hereunder. Any party to this

Declaration may change such party's address for notice hereunder to any other location by the giving of thirty (30) days' written notice to the other parties in the manner set forth herein. Furthermore, upon either: (a) the assignment by an Owner of such Owner's interests hereunder to such Owner's Occupants and/or Permittees of such Owner's portion of the Property (for the duration of the assignment); or (b) the assignment by the Construction and Maintenance Manager of the Construction and Maintenance Manager's interests hereunder; or (c) the transfer of fee ownership of all or any portion of the Property (collectively, "**Transfer**"), the party or entity to whom the Transfer is made ("**Transferee**") will send written notice of the Transfer to each of the parties, and the Transferring Owner will be released from all further liability under this Declaration with respect to the Transferred Property from and after the date on which the Transfer occurs (but in the case of an assignment in (a), above, such Owner will become liable again immediately upon the expiration or earlier termination of the assignment in connection with which the Transfer was made). 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.

Section 8.7. Matters of Record. The Easements created by this Declaration are subject to all existing covenants, conditions, restrictions, agreements, easements, and/or encumbrances of record and any facts which an accurate survey would show.

Section 8.8. Recordation of Instrument. This Declaration will be acknowledged and shall be recorded in the official public records of Harris County, Texas.

Section 8.9. Governing Law. This Declaration is being executed and delivered, and is intended to be performed, in the State of Texas, and the laws of the State of Texas will govern the validity, construction, enforcement, and/or interpretation hereof, unless otherwise specified herein. This Declaration is performable, and exclusive venue for any action brought with respect hereto will lie, in Harris County, Texas.

Section 8.10. No Partnership. Nothing in this Declaration will be construed to make any Owner a partner or joint venturer of any other Owner or render any Owner liable for the debts or obligations of any other Owner.

Section 8.11. Amendment or Termination. This Declaration may be amended or terminated by, and only by, an instrument in writing executed by all of the Owners, and no consent or approval to such amendment or termination shall be required from any Occupants or Permittees.

Section 8.12. Disclaimer of Derivative Rights. No consent to the modification, from time to time, or termination of the provisions of this Declaration will ever be required of any Occupants or Permittees as to any portion of the Property.

Section 8.13. Severability. If any provision of this Declaration is hereafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, then such provision will be cancelled and severed and all of the remaining provisions of this Declaration not cancelled or severed will continue in full force and effect.



Section 8.14. Attorney's Fees. If it becomes necessary for a party to bring suit to enforce any provision hereof, then the substantially prevailing party will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such suit, all costs and expenses of such suit and reasonable attorneys' fees as set by the court.

Section 8.15. Headings; Grammar. The section or paragraph headings in this Declaration are for convenience only, will in no way define or limit the scope or content of this Declaration, and will not be considered in any way construction or interpretation of this Declaration or any part hereof. Within this Declaration, when required by the context, each number (singular and plural) shall include all numbers, each gender includes all genders, and use of the neuter includes the feminine or the masculine, as appropriate.

Section 8.16. Assignment by Owner to Occupants or Permittees. Notwithstanding anything to the contrary contained herein, each Owner has the right to assign to any Occupants or Permittees of such Owner's portion of the Property, the rights and obligations under this Declaration with respect to such Owner's portion of the Property during the term of the applicable assignment, and on the date on which any such assignment expires or is earlier terminated ("**Assignment Termination Date**"), the assignment and assumption of such rights and obligations will immediately terminate and the Owner who made such assignment (or the successor fee owner of the relevant portion of the Property who has assumed the original Owner's obligations under the relevant assignment) will thereafter be considered to be the Owner, and the Occupants or Permittees to whom the rights and obligations of the Owner have been assigned will be released from any further obligations as Owner from and after the Assignment Termination Date.

Section 8.17. Non-Merger. Notwithstanding the fact that Declarant may be the current owners of all portions of the Property, the doctrine of merger will not apply to this Declaration, it being the intent this Declaration shall be for the benefit of Declarant, as the current owner of all portions of the Property, as well as for the benefit of any and all future Owners of any portion of the Property at such time as any portion of the Property is conveyed to third parties.

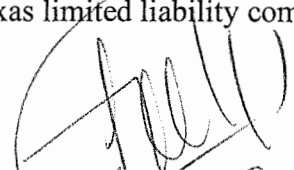
Section 8.18. Subordination of Declaration. This Declaration will be subordinate in all respects to any mortgage, deed of trust or other lien covering any portion of the Property, and to any renewals and/or extensions thereof.

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

IN WITNESS WHEREOF, Declarant has executed this Declaration of Covenants, Conditions, Restrictions, and Easements for Mason Business Park as of the day, month, and year set forth in their respective acknowledgments below, to be effective for all purposes, however, as of the Effective Date.

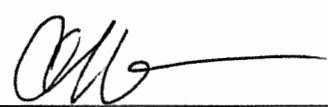
**DECLARANT:**

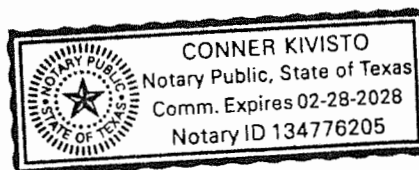
JAMMS REAL ESTATE LLC,  
a Texas limited liability company

By:   
Name: Santos F. Gonzalez  
Title: Owner

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

This Declaration of Covenants, Conditions, Restrictions, and Easements 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



MASON FORGE LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: Mario Cano  
Title: President

STATE OF TEXAS                                §  
COUNTY OF HARRIS                          §

ALEX BENTON  
NOTARY PUBLIC, STATE OF TEXAS  
ID# 132417945  
COMM. EXP. 03-26-2028

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

**DECLARANT:**

RGQ DEVELOPMENTS LLC,  
a Texas limited liability company

By: 

Name: Ernesto Quintanilla

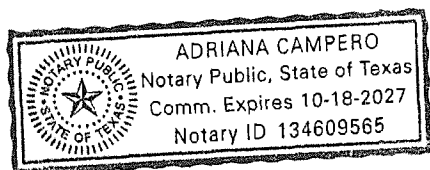
Title: MANAGING PARTNER

STATE OF TEXAS

COUNTY OF Fort Bend  
AC

§  
§  
§

This Declaration of Covenants, Conditions, Restrictions, and Easements 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 25, 2025.



  
Notary Public, State of Texas

My Commission Expires: 10/18/2027

**AFTER RECORDING RETURN TO:**

David L. Smitherman  
Porter Law Firm  
2603 Augusta Drive, Suite 900  
Houston, Texas 77057

**EXHIBIT "A"**  
**JAMMS Property Legal Description**

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 Legal Description**

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**

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 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 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 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 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 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 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 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.

RP-2025-130496  
# Pages 24  
04/09/2025 11:42 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$113.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and 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.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2025-130496