BYLAWS

FOR

MASON BUSINESS PARK COMMERCIAL PROPERTY OWNERS' ASSOCIATION, INC.,

a commercial property development in Harris County, Texas

ARTICLE I NAME; PURPOSE; PRINCIPAL OFFICE; DEFINITIONS

- Section 1.1. <u>Name; Purpose</u>. The name of the organization for which these bylaws ("**Bylaws**") are established is MASON BUSINESS PARK COMMERCIAL PROPERTY OWNERS' ASSOCIATION, INC., a Texas non-profit corporation ("**Association**"), a property owners' association governing certain real property located in Harris County, Texas ("**Property**"). The Property which the Association will govern is described in and subject to that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Mason Business Park, recorded under Clerk's File No. RP-2025-130496 in the Official Public Records of Harris County, Texas ("**Declaration**").
- Section 1.2. <u>Principal Office</u>. The principal office of the Association will be located at 4200 Research Forest Drive, The Woodlands, Texas, 77381.
- Section 1.3. <u>Definitions</u>. Capitalized terms used herein but not defined in these Bylaws will have the same meaning as set forth in the Declaration, as the same may be amended and supplemented from time to time, unless the context indicates otherwise. As used herein, the term "Majority" means more than half of the aggregate of the Members (as define below) of the Association.

ARTICLE II <u>MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES</u>

- Section 2.1. <u>Membership</u>. Each Owner of a Condominium Unit or Tract is a mandatory member ("**Member**") of the Association, as more fully set forth in the Declaration.
- Section 2.2. <u>Place of Meetings</u>. Meetings of the Association will be held where designated by the Board, either within the Property or as convenient as possible and practical.
- Section 2.3. <u>Annual Meetings</u>. An annual meeting of the Association will be held once during each twelve (12) month period on a date and at a time determined by the Board. At each annual meeting, at a minimum, the Members are required to vote on whether: (a) to re-characterize any excess income to the Association as a return of capital to be applied to the following year's expenses or to be refunded to the Association's reserves; or (b) to return such excess income to

the Members. If at least a Majority of the Members vote in favor of re-characterizing excess income as a return of capital, then such amounts will be applied as approved either to the following year's expenses or refunded to the Association's reserves.

- Section 2.4. Special Meetings. It is the duty of the President (as defined below) to call a special meeting of the Association if directed to do so by a majority of the Board or by a petition signed by Members representing at least forty percent (40%) of the votes in the Association. The meeting must be held within thirty (30) days after the Board resolution or receipt of petition. The notice of any special meeting must state the time, place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.
- Section 2.5. Notice of Meetings. At the direction of the Board, written notice of meetings of the Association will be given to each Member at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board. If mailed, the notice of a meeting will be deemed to be delivered when deposited in the United States mail addressed to the Member at such party's address as it appears on the records of the Association, with postage prepaid. Notwithstanding any terms or provisions contained in these Bylaws or in any of the other Governing Documents to the contrary, a Member 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 2.6. <u>Waiver of Notice</u>. Waiver of notice of a meeting by a Member will be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting, either before or after such meeting. Attendance at a meeting will be deemed waiver by such person of notice of the time, date, and place thereof, unless such person specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will be deemed waiver of notice of all business transacted at such meeting unless an objection is raised based on the lack of proper notice before the business is put to a vote.
- Section 2.7. Quorum. Except as provided in these Bylaws or in the Declaration, the presence of Members representing at least ten percent (10%) of the votes in the Association constitute a quorum.
- Section 2.8. <u>Conduct of Meetings</u>. The President or any other person appointed by the Board will preside over all Association meetings, and the Secretary (as defined below), or the Secretary's designee, will keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.
- Section 2.9. <u>Voting</u>. The voting rights of the Members will be as set forth in the Declaration, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Declaration, action may be taken at any legally convened meeting of the Members upon the affirmative vote of a Majority of the Members present at such meeting. The person holding legal title to a Condominium Unit or a Tract will be entitled to cast the vote allocated to such Condominium Unit or Tract and not the person merely holding beneficial title to

the same unless such right is expressly delegated to the beneficial Owner thereof in writing.

Section 2.10. Proxies. On any matter as to which a Member is entitled personally to cast the vote for such Member's Condominium Unit or Tract, such vote may be cast in person (or through any other method of exercising the Member's voting rights, if authorized pursuant to law) or by proxy, subject to the limitations of Applicable Law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws. No proxy will be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies will be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event will a proxy be valid more than ninety (90) days after the date of the original meeting for which it was given. Every proxy will be revocable and will automatically cease upon conveyance of the Condominium Unit or Tract for which it was given.

Section 2.11. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents will be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Texas. Such consents will be filed with the minutes of the Association and will have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary will give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE III BOARD OF DIRECTORS

Section 3.1. Authority; Number of Directors.

- (a) The affairs of the Association will be governed by a board of directors, each of whom will have one equal vote. The number of directors will be fixed by the Board from time to time. The initial directors will be three (3) in number and will be those directors named in the Certificate. The initial directors will serve until their successors are elected and qualified.
- (b) At such time as Declarant no longer has the right to appoint and remove any members of the Board as provided in the Declaration, the President of the Association will thereupon call a meeting of the Members of the Association wherein the Members will elect one (1) director for a three (3) year term, one (1) director for a two (2) year term, and one (1) director for a one (1) year term. Upon expiration of the term of a director elected by the Members as provided herein, such director's successor will be elected by the Members for a term of two (2) years.
- (c) A director takes office upon the adjournment of the meeting or balloting at which such director is elected or appointed and, absent death, ineligibility, resignation or removal,

will hold office until such director's successor is elected or appointed.

- (d) Until such time as Declarant no longer has the right to appoint and remove any members of the Board as provided in the Declaration, directors need not be Members of the Association. At such time as Declarant no longer has the right to appoint and remove all members of the Board, all of the directors must be Members. In the case of a Member which is not a natural person, any officer, director, partner or trust officer of such Member will be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, however, no Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Declarant as set forth herein.
- Section 3.2. <u>Compensation</u>. The directors will serve without compensation for such service.
- Section 3.3. Removal of Directors and Vacancies. Any director elected by the Members may be removed, with or without cause, by a Majority vote of Members. Any director whose removal is sought will be given written notice prior to any meeting called for that purpose. Upon removal of a director, a successor will be elected by the Members. The director so appointed will serve for the unexpired term of the director removed pursuant to this Section. In the event of the death, disability or resignation of a director, the remaining Board will declare a vacancy and will appoint a successor to fill the vacancy for the remainder of such director's term.

ARTICLE IV MEETINGS OF DIRECTORS

- Section 4.1. <u>Definition of Board Meetings</u>. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.
- Section 4.2. <u>Regular Meetings</u>. Regular meetings of the Board will be held annually or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board.
- Section 4.3. <u>Special Meetings</u>. Special meetings of the Board will be held when called by the President, or by any two (2) Directors, after not less than three (3) days' notice to each director.
- Section 4.4. <u>Conduct of Meetings</u>. The President will preside over all meetings of the Board, and the Secretary will keep a minute book of the Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.
- Section 4.5. Quorum. A majority of the number of directors will constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present will be regarded as the act of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority

of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, then a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, then any business which might have been transacted at the meeting originally called may be transacted without further notice.

- Section 4.6. <u>Record; Minutes</u>. The Board will keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board will make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.
- Section 4.7. <u>Telephone and Electronic Meetings</u>. Any action permitted to be taken by the Board may be taken by telephone or electronic methods by means of which all persons participating in the meeting can hear each other. Participation in such a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground the meeting is not lawfully called or convened.
- Section 4.8. <u>Consent in Writing</u>. Any action which may be taken at a meeting of the Board of Directors, is permitted to be taken by the Board by unanimous written consent. Unanimous written consent occurs if all directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent will be in lieu of a meeting and has the same force and effect as a unanimous vote of the directors.
- Section 4.9. <u>Rules for Meetings</u>. The Board may adopt rules for the conduct of meetings of Members, the Board, and committees of the Board.

ARTICLE V POWERS AND DUTIES OF THE BOARD

- Section 5.1. <u>Powers and Duties</u>. The Board will have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents and as provided by applicable law. The Board may do or cause to be done all acts and things which the Governing Documents or applicable law do not direct to be done and exercised exclusively by the Members.
- Section 5.2. <u>Management</u>. The Board may employ for the benefit of the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board will authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but will not delegate policymaking authority. The Board may delegate to one of the Board's members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

- Section 5.3. <u>Borrowing</u>. The Association will have the power to borrow money for any legal purpose.
- Section 5.4. <u>Right to Contract</u>. The Association will have the right to contract with any Person for the performance of various duties and functions. This right will include, without limitation, the right to enter into common management, operational or other agreements with trusts, condominiums, cooperatives, and other Members, owners or occupants or associations.
- Section 5.5. <u>Enforcement.</u> In addition to such other rights as are specifically granted under the Declaration, the Board will have the power to impose monetary fines, which will constitute a lien upon the Condominium Unit or Tract of the violator, and to suspend a Member's right to vote or any person's right to use the Common Area (other than those facilities open to the public) for violation of any duty imposed under the Governing Documents; provided, however, nothing herein will authorize the Board to limit ingress and egress to or from a Condominium Unit or Tract. In addition, the Board may suspend any services provided by the Association to a Member or the Member's Unit or Tract if the Member is more than thirty (30) days delinquent in paying any Assessment or other charges owed to the Association. If any occupant, guest or invitee of a Condominium Unit or Tract violates the Governing Documents and a fine is imposed, then the fine may first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, then the Member will pay the fine upon notice from the Association. The Board's failure to enforce any provision of the Governing Documents will not be deemed a waiver of the Board's right to do so thereafter.
- Section 5.6. Additional Enforcement Rights. Notwithstanding anything contained in this Article to the contrary, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles which are in violation of parking rules and regulations) or, following compliance with the procedures set forth in the Declaration, if applicable, by any proceeding at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Member or occupant responsible for the violation of which abatement is sought will pay all costs, inducting reasonable attorney's fees actually incurred.
- Section 5.7. <u>Additional Powers and Duties</u>. The Board will be empowered and will have the following additional powers and duties:
 - (a) to administer and enforce the Declaration;
- (b) to establish, make, and enforce compliance with rules and regulations as may be necessary for the operation, use, and occupancy of the Property with the right to amend same from time to time, and a copy of such rules and regulations will be delivered or mailed to each member promptly upon the adoption thereof;
- (c) to keep in good order, condition, and repair the Common Areas and all items of personal property owned by the Association and used in the enjoyment of the Property;

- (d) to insure and keep insured all of the Common Areas in an amount not less than eighty percent (80%) of their maximum replacement value as provided in the Declaration; maximum replacement value will be determined annually by one or more written appraisals; further, to obtain and maintain comprehensive liability insurance covering the entire Property in amounts not less than One Million and No/100 Dollars (\$1,000,000.00) per person and Two Million and No/100 Dollars (\$2,000,000.00) per accident and One Million and No/100 Dollars (\$1,000,000.00) in property damages; to insure and keep insured all of the fixtures, equipment, and personal property acquired by the Association for the benefit of the Association and the Owners and the Owners' respective Mortgagees; the limits and coverage will be reviewed at intervals of not less than three (3) years and adjusted, if necessary, to provide such coverage and protection as the Association may deem prudent; workmen's compensation insurance will at all times be carried to the extent required to comply with any applicable law with respect to the employees, if any, of the Association;
- (e) to fix, determine, levy, and collect prorated Assessments to be paid by each of the Members towards the gross expenses of the Association and the Property and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments;
- (f) to collect delinquent Assessments as well as any other sums levied by the Association against a Condominium Unit or a Tract, or an Owner, including, but not limited to, dues, fees, charges, interest, late fees, fines, collection costs, and attorney's fees, by suit or otherwise and to enjoin or seek damages and costs (including reasonable attorney's fees) from an Owner as provided in the Declaration and these Bylaws;
- (g) to protect and defend the Property from loss and damage by suit or otherwise;
- (h) to borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Governing Documents and to execute all such instruments evidencing such indebtedness as the Board may deem necessary and such indebtedness will be the several obligation of all of the Members;
 - (i) to enter into contracts within the scope of the Board's duties and powers;
- (j) to establish such bank account(s) for the common treasury and for all separate funds which are required or may be deemed advisable by the Board;
- (k) to keep and maintain full and accurate books and records showing all of the receipts, expenses, and disbursements and to permit examination thereof at any reasonable time by each of the Owners, and to cause a complete audit of the books and accounts by a competent certified public accountant, once each year;
- (l) to prepare and deliver annually to each Member a statement showing all receipts, expenses, and disbursements since the last such statement;

- (m) to meet at least once each quarter;
- (n) to designate the personnel necessary for the maintenance and operation of the Common Areas;
- (o) to make available for inspection by the Members at the Association's designated office, upon twenty-four (24) hours advanced written request and during normal business hours, current copies of all of the Governing Documents;
- (p) to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property;
- (q) to establish rules and regulations governing use and maintenance of common services facilities of the Common Areas and traffic and parking therein, and to establish sanctions for any violation(s) of such rules and regulations; and,
- (r) in general, to carry on the administration of the Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspects of the Association and the Property.
- Section 5.8. 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, then 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.
- Section 5.9. <u>Abatement and Enjoinment of Violations by Owners</u>. The violation of any of the provisions of the Governing Documents will give the Board or the Board's managing agent, if any, the right, in addition to any other rights set forth therein, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE VI OFFICERS AND THEIR DUTIES

Section 6.1. <u>Officers</u>. The Association's officers will be a President, a Vice President, a Secretary, and a Treasurer. Officers may, but need not, be Board members. The Board may appoint such other officers, including one or more assistant Secretaries and one or more assistant Treasurers, as the Board deems desirable, such officers to have the authority and perform the duties

as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

- Section 6.2. <u>Election and Term of Office</u>. Within ten (10) days after each annual meeting of the Association, the Board will convene an organizational meeting for the purpose of electing officers.
- Section 6.3. <u>Removal and Vacancies</u>. The Board may remove any officer whenever in the Board's judgment the Association's best interests will be served, and may fill any vacancy in any office arising because of death, resignation, removal or otherwise, for the unexpired portion of the term.
- Section 6.4. <u>Powers and Duties</u>. The Association's officers will each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board. The President will be the chief executive officer of the Association. The Treasurer will have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.
- Section 6.5. <u>Resignation</u>. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation will take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.
- Section 6.6. Indemnification. To the fullest extent permitted by applicable law, the Association will indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant or agent of the Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court such person: (a) acted in good faith; (b) in the case of conduct by a person in such person's official capacity, acted in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association; (c) in the case of conduct by a person not in such person's official capacity, acted in a manner which such person reasonably believed to be not opposed to the best interests of the Association; and, (d) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, will not of itself create a presumption the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe such conduct was unlawful.

ARTICLE VII OBLIGATIONS OF MEMBERS/OWNERS

Section 7.1. <u>General</u>. Each Owner will comply strictly with all of the provisions of the

Governing Documents, and any amendments and/or supplements thereto. Each Owner will always endeavor to observe and promote the cooperative purposes for which the Association and the Property were established. The use of Common Areas by the Owners, and all other parties authorized to use the same, will be at all times subject to rules and regulations as may be prescribed and established by the Board and the Association and will be used in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners. Each Owner will strictly comply with all of 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.

Section 7.2. <u>Assessments</u>. Each Member will be obligated to pay the Assessments imposed by the Association. A Member will be deemed to be in good standing and entitled to vote at any annual meeting or at a special meeting of members, within the meaning of these Bylaws, if and only if, at the time of such annual meeting or special meeting, the Member will have fully paid all accrued Assessments made or levied against such Member and such Member's Condominium Unit or Tract as well as any charges which may have accrued against same.

Section 7.3. <u>Maintenance and Repair</u>. Every Owner must perform promptly at such Owner's sole cost and expense all maintenance and repair work within such Owner's Condominium Unit or Tract, which if omitted would negatively or adversely affect the Property. An Owner will be obligated to reimburse the Association promptly upon receipt of such Owner's statement for any expenditures incurred by such Owner in repairing or replacing any Common Areas damaged by such Owner's negligence or by the negligence of such Owner's tenants, agents or invitees.

Section 7.4. Mechanic's Lien. Each Owner will indemnify and hold harmless all 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 Condominium Unit or Tract of any other Owner or against the Common Areas appertaining to the particular Condominium Unit or Tract for construction performed or for labor, materials, services or other products incorporated into such Owner's Condominium Unit or Tract 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 Areas or any other Condominium Unit or Tract not owned by the Owner of a Condominium Unit or Tract 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 Condominium Unit or Tract 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.

Section 7.5. <u>Right of Entry</u>. An Owner will grant the right of entry to the Board's managing agent, if any, or to any other person authorized by the Board in case of any emergency originating in or threatening such Owner's Condominium Unit or Tract, whether such Owner is present at the time or not.

ARTICLE VIII MISCELLANEOUS

- Section 8.1. <u>Fiscal Year</u>. The fiscal year of the Association will be set by resolution of the Board, and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the fiscal year is the calendar year.
- Section 8.2. <u>Conflicts</u>. If there are conflicts among the provisions of applicable law, the Certificate of Formation, the Declaration, and these Bylaws, then the provisions of applicable law, the Declaration, the Certificate of Formation, and the Bylaws, in that order, will prevail.

Section 8.3. Books and Records.

- (a) <u>Inspection by Members and Mortgagees</u>. The Board will make available for inspection and copying by any holder, insurer or guarantor of a first mortgage on a Condominium Unit or Tract, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to such Member's interest in a Condominium Unit or Tract the following: (i) Declaration; (ii) Bylaws; (iii) Certificate of Formation, including any amendments; (iv) the rules of the Association; (v) the membership register; (vi) books of account; and, (vii) minutes of meeting of the Members, the Board, and committees. The Board will provide for such inspection to take place at the office of the Association or at such other place as the Board will designate.
- (b) <u>Rules for Inspection</u>. The Board may establish rules with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and, (iii) payment of the cost of reproducing copies of documents requested.
- (c) <u>Inspection by Directors</u>. Every director will have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the Association's expense.
- Section 8.4. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws will be in writing and will be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid: if to a Member at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Condominium Unit or Tract of such Member; or if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as will be designated by notice in writing to the Members pursuant to this Section. Notwithstanding any terms or provisions contained in these Bylaws or in any of the other Governing Documents to the contrary, a Member 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 8.5. <u>Amendment</u>. These Bylaws may be amended by a majority of the Board; provided, however, until expiration or termination of the Development Period, an amendment to these Bylaws must be approved in advance and in writing by Declarant.

Section 8.6. <u>Mortgages</u>. An Owner who mortgages such Owner's Condominium Unit or Tract ("**Mortgagee**") will notify the Association through the Board's managing agent, if any, or the President, giving the name and address of such Owner's Mortgagee on or before the expiration of thirty (30) days after the Owner's closing of the mortgage(s). The Association will maintain such information in a book entitled "Mortgagees of Units." The Association will at the request of a Mortgagee report any unpaid Assessments or charges due from such Owner.

Registration of Mailing Address; Notice. Each Member may register in Section 8.7. 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 a Member will be sent by mail, postage prepaid, addressed to the Member at the alternative mailing address or in the name of the representative at such representative's mailing address, as directed by the Member. If no such registration is made, then all notices and demands will be sent to a Member, postage prepaid, at the address of the Unit and will be deemed properly given to the Owner upon deposit 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 Members as shown in the Association's records 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 these Bylaws or in any of the other Governing Documents to the contrary, a Member may designate an alternative method for receiving notice under the Governing Documents by following the provisions, generally, of Section 209.0042, Texas Property Code.

> REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the undersigned hereby executes these Bylaws for Mason Business Park Commercial Property Owners' Association, Inc., a Texas non-profit corporation, on April 26, 2025.

ASSOCIATION:

Mason Business Park Commercial Property Owners' Association, Inc., a Texas non-profit corporation

By: 4/26/2025
Santos F. Gonzalez, Director

By: Ernesto Gry 4/28/2025

Ernesto Grey, Director

By: 4/29/2025
Rafael Guerrero, Director