

RULES AND REGULATIONS
FOR
MASON BUSINESS PARK
CONDOMINIUM OWNERS' ASSOCIATION, INC.,
a commercial condominium development in Harris County, Texas

In accordance with the Declaration of Condominium of Mason Business Park (“**Declaration**”) and the Bylaws of Mason Business Park Condominium Owners’ Association, Inc., a Texas non-profit corporation (“**Bylaws**”), the following Rules and Regulations governing the Mason Business Park Condominium Owners’ Association, Inc. have been developed. All words, terms, and phrases used in these Rules and Regulations will have the same meanings as set forth in the Declaration.

Fines and penalties may be levied for failure to comply with these Rules and Regulations as prescribed the Declaration and/or the Bylaws.

The rules and regulations outlined herein explain the policies and guidelines established by the Board to help protect and provide a peaceful environment for the Mason Business Park (“**Condominium Project**”). While it is the responsibility of the Board to administer and enforce these Rules and Regulations, it is the responsibility of each Owner to cooperate with and adhere to these Rules and Regulations and Owners are encouraged to report any violations hereof to the Association.

I.
Build-Out of & Other Work to Owner’s Unit

A. The following build-out regulations are established to govern interior design, fabrication, and installation of the interior for the Units. The purpose of these build-out regulations is to insure the Owner’s Unit build out meets industry standards, free of any intended or unintended structure damage and intrusion of any common area or other Owners’ Unit.

B. A copy of these Rules and Regulations will be given to the Owner’s chosen architect and general contractor. The Owner’s chosen architect will be state licensed, and the Owner’s general contractor and subcontractors will carry a minimum of \$1,000,000.00 in liability insurance, workmen’s compensation insurance, and builder’s risk insurance. An original certificate of insurance will be submitted to the Association showing such coverage prior to the beginning of any construction of an Owner’s Unit. The Owner will designate the Association as a certificate holder under all insurance policies. After approval, the Owner’s architect must submit one copy of the Unit’s build-out architectural plan to the Association. This architectural plan will include one or more section drawings as necessary to fully describe the methods of assembly and components therein.

C. Each Owner’s insurance will include, but not limited to the following: the exterior

glass surfaces, windows, window frames, casings and locks (including caulking of windows); all doors, doorways, door frames, and hardware which are part of the entry system of such Owner's Unit; and, all pipes, lines, ducts, conduits or other apparatus which serve only the Unit, whether located within or without a Unit's boundaries.

D. All Owners must have a design for such Owner's Unit which conforms to these Rules and Regulations. No construction may be started in Owner's Unit without first obtaining written approval from the Association. All permits and/or approvals as required by local building codes should be obtained by the Owner or the Owner's general contractor. All costs for permitting, designing, and construction of the Owner's Unit build-out will be borne by each such Owner. The Owner will be held liable for all costs required to remove and/or correct designs which do not conform to this criteria. Interior build-out damage and/or damage to the Building or other Owners' Units caused by an Owner's general contractor or subcontractors during such construction will be back-charged for such damage immediately. The working schedule for all contractors is 7 a.m. to 5 p.m. Monday through Friday, and 7 a.m. to 2 p.m. on Saturday. All workers must observe safety regulations and wear hard hats at all times. No drinking of alcohol or use of illegal substances is permitted and any workers caught will be removed from the Property and will not be allowed to return.

E. The Association requires the following documents and fees from the Owner prior to any build out, alterations or modifications to such Owner's Unit: (a) area of business approval; (b) general contractor's and subcontractor's insurance & permits; (c) plans and specifications for the Owner's Unit, approved by the appropriate governmental office(s); and, (d) \$500 non-refundable funds compensate the Association for utilizing the Association's electric outlets. Each Owner is required to submit all of these items to the Association and get approved by the Association before such Owner can start build-out of the Owner's Unit.

F. All general contractors will provide separate temporary dumpsters and clean up every day. No Owner and/or any of such Owner's contractors are allowed to dispose of build-out trash in any Condominium Project trash can or dumpster. All unauthorized dumping in violation of these Rules and Regulations will be charged a fine of not less than \$500.00.

G. An Owner will not make structural modifications, alterations or repairs to such Owner's Unit or installations located therein without previously notifying the Association in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Association, and accompanying such notice with appropriate plans and specifications. The Association, by review and approval of the Board, will have thirty (30) days after receipt of the written notice and plans and specifications to review same and to issue its written approval or disapproval. The Association's failure to issue the Association's response within the stipulated time will be deemed to be a disapproval of the proposed modification, alteration or repair.

II. Exterior Modifications

A. No Owner will make any structural addition, alteration or improvement to part of

the exterior of the any building, nor will such Owner paint or otherwise decorate or change the appearance of any portion of the exterior of any building without prior written consent of the Board, except as provided for in these Rules and Regulations.

B. No drop locks, peepholes, and/or door knockers of any type may be affixed to the front door of an Owner's Unit with prior written consent of the Board. Each Owner will be responsible for any kind of damage resulting from the installation, and for the maintenance, and/or restoration to original condition.

III.

Use of the Common Areas

A. There will be no obstruction of the Common Elements nor will anything be stored in the Common Elements without prior consent of the Board, except as provided for in these Rules and Regulations.

B. Damage to any of the Common Elements caused by the actions of an Owner or such Owner's contractors, agents, children, pets, guests or tenants or such tenant's contractors, agents, children, guests or pets will be repaired or replaced at the expense of such Owner.

C. No articles of any kind will be hung out or exposed on or in any part of the Common Elements and all of the Common Elements will be kept free and clear of rubbish, debris, litter, and other objectionable matter.

IV.

Motor Vehicles and Parking

A. All motor vehicles, except for commercial delivery motor vehicles, will be parked in Open Parking Spaces, including motor vehicles of guests and business invitees of Owners.

B. No unregistered or inoperable vehicles will be moved onto or kept on Condominium Project property.

C. No vehicle will be parked in such a manner as to impede or prevent ready access to fire lanes, driveways or other common or private areas.

D. Vehicles, including but not limited to moving vans, may not be driven onto Condominium Project property lawn areas without prior consent of the Association. The Owner will be responsible for the expense of restoring the landscaping or common area to their original condition if any damage occurs.

E. The speed limit on Condominium property will conform to state regulations and all vehicles will be operated in a safe manner.

F. No tent, camper trailer, automobile trailer or other movable or portable structure will be used or permitted on Condominium property.

G. No commercial vehicles will be kept on Condominium property except in connection with the servicing and maintenance of Condominium property.

H. Vehicles in violation of this section may be towed at the violating Owner's expense.

I. Parking of automobiles will be only in the parking space(s) designated as parking for each Unit or unassigned and provided as client parking for the clients, guests or invitees of the Owners. No unattended vehicle will at any time be left in the alleyways or streets in such manner as to impede the passage of traffic or to impair proper access to parking areas. No storage of any objects will be permitted in the parking area and the same will at all times be kept free of the accumulation of debris or rubbish of any kind. Parking areas are not intended for use by Owners for parking or storing boats, trailers, camping units or any personal recreational vehicles, and the Board may insure the proper use of said areas in such manner as it deems necessary. No inoperable vehicle may be stored in any parking space or within the General Common Elements. Such vehicles may be removed from the Property at the Owner's expense. No Owner or lessee will conduct repairs or restoration of any motor vehicle, boat, trailer or other vehicle upon any portion of the Property.

J. Motorcycles, motorbikes, motor scooters or other similar vehicles will not be operated within the Property except for the purpose of transportation directly from a parking space appurtenant to a Unit to a point outside the Property, or from a point outside the Property directly to a parking space appurtenant to a Unit.

V.

Pets

A. No pets are allowed on the Property without the prior written consent of the Board.

B. Any permitted pets will, at all times, be accompanied and under the full control of their Owners in any portion of the common areas or limited common areas.

C. All permitted dogs will be kept on leashes at all times.

D. All permitted pets will be curbed away from the Property and Owners must not allow their permitted pets to relieve themselves on the Property; provided, however, if a permitted pet accidentally relieves themselves on the Property, then the permitted pet's Owner will immediately clean up after it.

E. Owners will be responsible for all damages to the Property caused by pets (permitted pets or not) such Owners, or such Owner's children, tenants or guests own, keep or bring onto the Property.

VI.
Enforcement Procedures

A. Before the Association may charge an Owner for property damage or levy a fine for violation of the Declaration, the Bylaws, or these Rules and Regulations, the Association must give written notice to the Owner which: (i) describes the property damage or violation; (ii) states the amount of the proposed damage charge or proposed fine; (iii) states not later than the thirtieth (30th) day after the date of the notice, the Owner may request a hearing before the Board to contest the fine or damage charge; and, (iv) allows the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

G. The Board, after proper notice and any hearing and in their reasonable discretion, may fine violators no less than \$25.00 and as much as \$100 per day from when the violation of these Rules and Regulations began until such violation is corrected.

B. The Association will give notice of a levied damage charge or levied fine to the Owner not later than the thirtieth (30) day after the date of levy.

VII.
Miscellaneous

A. Any use or practice which is a source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Property and/or the Condominium Project by the Owners is prohibited.

B. Each Owner will not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building, except as provided for in these Rules and Regulations, and no signs or awnings, canopies, shutters or radio or TV antennas will be affixed to or placed on the exterior walls or roofs or any part thereof, without the prior consent of the Board.

C. No signs will be placed in the Unit's windows or in the Common Elements, or so as to be visible from the common area, without the written consent of the Board or by court order.

D. There will not be kept in any unit any inflammable, combustible or explosive fluid, material, chemical or substance except for normal household use.

E. Seasonal decorations, including decorative lights, are permitted on the door of a Units, providing this is done in a manner not to cause damage. Seasonal decorations will be removed promptly after the appropriate holiday. All decorations are subject to review by the Board upon complaint of any Owner. The Association has the right to require any Owner to remove any decorations upon written notification to that effect. Decorations in the Common Elements require the prior written consent of the Board and will be considered on individual merit.

F. Each Owner will install and maintain in good operating condition, smoke detectors,

as required by law, in each Owner's Unit and each Owner will be responsible for keeping the smoke detector(s) operable at all times.

G. Nothing will be done in or about any Unit, nor will any Unit occupied or used for any purpose, nor will any commodity, product or personal property be kept therein or thereon, which will cause or potentially cause the Condominium Project, or any portion thereof, to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering the Condominium Project, or any portion thereof, to be canceled or suspended by the issuing company.

H. Each Owner and such Owner's occupants of the Owner's Unit will at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers, and any other instruments or devices in such manner as may disturb or tend to disturb any Owners or tenants or other occupants of other Units. No Unit, or any portion thereof, will be used or occupied in such manner as to obstruct or interfere with the enjoyment of Owners, tenants or occupants of adjoining Units, nor will any nuisance or immoral or illegal activity be committed or permitted to occur in, on or about the Condominium Project.

I. Certain portions of the Common Elements are intended for use for the purpose of affording vehicular and pedestrian movement within the Property, providing access to the Units and, as to those portions thereof adapted therefor, for common services use by the Owners and occupants of the Owners' Units; and all thereof for the beautification of the Condominium Project and for providing privacy and convenience for the Owners and occupants thereof through landscaping and such other means as will be deemed appropriate by the Board. No part of the Common Elements will be obstructed so as to interfere with the Common Elements' use for the purposes recited in the Declaration, the Bylaws or these Rules and Regulations, nor will any part of the Common Elements be used for general storage purposes after the completion of the Units by Declarant, except such maintenance storage room(s), if any, as will be otherwise designated and provided by the Board and for the use of the Association.

J. No Owner or occupant of any Unit will post any advertisements, signs or posters, of any kind in or on the Property, the Condominium, and/or any Unit, except as will be authorized in writing by the Board; provided, however, Declarant will have the right during the sale and development period to post and use such signs and advertisements as Declarant will require to effect Declarant's marketing and sales program for the Condominium Project.

K. Each Owner will keep clean and in good condition and repair the windows and interiors of such Owner's Unit. No aluminum foil or similar reflective material will be used or placed over, in, on or about doors or windows of any Unit. The exterior facing of any type of window covering, including venetian or similar type blinds, will be limited to the color approved by the Association.

L. No Owner or lessee will install wiring for electrical or telephone installation, radio and television antennae, machines or air units or any other devices whatsoever on the exterior of

any Unit or which protrudes through the walls or out of the windows, or on the roof of any portion of the Building, excepts as are expressly in writing previously approved by the Board.

M. No Owner or other occupant of any Unit will make any alteration, modification or improvement, nor add any awnings, patio covers or other devices to the Common Elements or remove or add to any planting, structure, furnishings or other equipment or objects existing within the Common Elements except with the written consent of the Board. No unsightly objects which might reasonably be considered to give annoyance to neighbors of ordinary sensibilities will be placed or allowed to remain on any entranceway, patio or stoop of a Unit. The Board will have the sole and exclusive discretion to determine what constitutes an unsightly object.

N. No drilling, digging, quarrying or mining operation of any sort will be permitted on the Property.

O. Without limiting any other rule-making authority the Board may have under the Declaration, the Bylaws or these Rules and Regulations, the Board is specifically authorized, in the Board's sole discretion, to promulgate and enact rules and regulations limiting the number of persons which may occupy a Unit.