

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

The name of the organization for which these bylaws (“**Bylaws**”) are established is MASON BUSINESS PARK CONDOMINIUM OWNERS’ ASSOCIATION, INC., a Texas non-profit corporation (“**Association**”). Capitalized terms used in these Bylaws but not otherwise defined herein will carry the definitions as set forth in that certain Declaration of Condominium for Mason Business Park (“**Declaration**”).

ARTICLE I
PLAN OF CONDOMINIUM UNIT OWNERSHIP

Section 1.1. Definitions. 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.

Section 1.2. Purpose. The purpose for which this non-profit corporation is formed is to govern the administration of the Condominium Project (as defined that term is in the Declaration and described on the Exhibit “A” attached thereto), which by this reference such Exhibit “A” is made a part hereof for all intents and purposes, and which such Condominium Project has been submitted to the provisions of the Uniform Condominium Act (Chapter 82 of the Texas Property Code) of the State of Texas (“**Act**”).

Section 1.3. Applicability of Bylaws. All present or future Owners, tenants or any other persons which might gain access to and/or use the Property, or any portion thereof, in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Units of the Condominium Project or the mere act of occupancy of any of said Units will signify these Bylaws are accepted and ratified and will be complied with along with all other provisions of the Declaration to which these Bylaws are annexed.

ARTICLE II
MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 2.1. Membership. Any person on becoming an Owner of a Unit will automatically become a Member of the Association and will be subject to these Bylaws. Such membership will terminate without any formal Association action whenever such Owner ceases to own a Unit, but such termination will not relieve or release any such former Owner from any

liability or obligation incurred under or in any way connected with the Condominium Project during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board or others may have against such former Owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock will be issued by the Association, but the Board may, if the Board so elects, issue one membership card to each Owner of a Unit. Such membership card will be surrendered to the Secretary of the Association whenever ownership of the Unit designated thereon will terminate or change.

Section 2.2. Voting. There will be one vote on all matters submitted to the membership for a vote for each Unit, weighted in proportion to the Allocated Interest of such Unit. The total voting power of the Association will be the sum of the votes of all Units. Cumulative voting is prohibited.

Section 2.3. Majority of Unit Owners. As used in these Bylaws, the term "Majority of Unit Owners" will mean those Owners of greater than fifty percent (50%) of the aggregate of the Allocated Interest of all Units.

Section 2.4. Quorum. Except as otherwise provided for herein, the presence in person or by proxy of a Majority of Unit Owners will constitute a quorum. Except as otherwise provided in the Declaration or these Bylaws, if a quorum of Owners is present at any meeting, then a majority vote of the Owners present, either in person or by proxy, will be sufficient to either defeat or approve any proposed action.

Section 2.5. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary at or before the appointed time of each meeting.

ARTICLE III **ADMINISTRATION**

Section 3.1. Association Responsibilities. The Owners will constitute the Association which will have the responsibility of administering the Condominium Project through the Board as defined in Article IV of these Bylaws.

Section 3.2. Place of Meetings. The meetings of the Association will be held at such place as the Board may determine.

Section 3.3. Annual Meetings. The first annual meeting of the Association will be held when called by the initial Board upon ten (10) days written notice to the Members, such written notice being given at any time but not later than one hundred and twenty (120) days after Declarant has consummated the sale of eighty percent (80%) of all Units as defined in Section 16.3 of the Declaration. Thereafter, the annual meetings of the Association will be held on the first Tuesday of December of each succeeding year. At such meetings there will be elected by ballot of the Owners a board of directors in accordance with the requirements of Section 4.5 of these Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

Section 3.4. Special Meetings. It will be the duty of Declarant to call a special meeting of the Owners as directed by resolution of the Board or upon a petition signed by a Majority of the Unit Owners and having been presented to the Secretary. The notice of any special meeting will state the time and place of such meeting and the purpose thereof. No business will be transacted at a special meeting except as stated in the notice unless by consent of two-thirds ($\frac{2}{3}$) of the Owners present, either in person or by proxy.

Section 3.5. Notice of Meetings. It will be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where such meeting is to be held, to each Owner of record, at least five (5) but not more than twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in this Section 3.5 will be considered notice served.

Section 3.6. Adjourned Meeting. If any meeting of Owners cannot be organized because a quorum is not present, then the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time, until a quorum is obtained, without notice other than the announcement at the meeting, and may reduce the size of the quorum by a figure not to exceed ten percent (10%).

Section 3.7. Order of Business. The order of business at all meetings of the Owners will be as follows: (a) roll call and certifying proxies; (b) proof of notice of meeting or waiver of notice; (c) reading of meeting minutes from the preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of a board of directors; (g) unfinished business; and, (h) new business.

ARTICLE IV **BOARD OF DIRECTORS**

Section 4.1. Number and Qualification. The affairs of this Association will be governed by the Board, initially composed of persons appointed by Declarant (“**Appointed Board**”). The Appointed Board will act in such capacity and will manage the affairs of the Association until not later than one hundred and twenty (120) days after the conveyance by Declarant of fifty percent (50%) of the Units to Owners other than the Declarant, whereupon one position on the Appointed Board will be filled by a majority vote of Members in Good Standing other than Declarant at a meeting called for that purpose and at which a quorum is present. The number of members on the Appointed Board will be three (3). Not later than one hundred and twenty (120) days after the conveyance by Declarant of eighty percent (80%) of the Units to Owners other than Declarant, all positions on the Appointed Board will be filled by a majority vote of the Members in Good Standing at a meeting called solely for that purpose and at which a quorum is present. Only Members in Good Standing, or their duly designated representatives, if an Owner is not a natural person, may serve on the Appointed Board or the Board.

Section 4.2. Powers and Duties. The Board will have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first-class commercial condominium project in Houston, Harris County, Texas. The Board may do all such acts and things as are permitted by the Declaration.

Section 4.3. Other Powers and Duties. The Board will be empowered and will have the following duties:

(a) to administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Declaration submitting the Condominium Project to the provisions of the Act;

(b) to establish, make, and enforce compliance with the Rules and Regulations as may be necessary for the operation, use, and occupancy of the Condominium Project 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 all of the Common Elements and all items of personal property owned by the Association and used in the enjoyment of the Condominium Project;

(d) to insure and keep insured all of the insurable General Common Elements of the Condominium Project 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 Condominium Project 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 monthly prorated Assessments to be paid by each of the Owners towards the gross expenses of the Condominium Project and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments; to fix, determine, levy, and collect Special Assessments as provided in Section 17.3 of the Declaration whenever in the opinion of the Board it is necessary to so do in order to meet increased operating or maintenance expenses or costs, or additional capital expenses;

(f) to collect delinquent Assessments as well as any other sums levied by the Association against a Unit or an Owner, including, but not limited to, dues, fees, charges, interest, late fees, fines, collection costs, and attorney's fees, 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 Condominium Project 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 Owners in the same proportion as their Allocated Interest;

(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 Owner 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 Elements;

(o) to make available for inspection by the Owners 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 General Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium Project;

(q) to lease, at any time and from time to time, any unassigned parking space to any Owner as provided in Section 6.2 of the Declaration, and to regulate Open Parking Spaces, as provided in Section 25.1.10 of the Declaration;

(r) to establish Rules and Regulations governing use and maintenance of common services facilities of the General Common Elements and traffic and parking within the General Common Elements, and to establish sanctions for any violation(s) of such Rules and Regulations;

(s) to contract for and acquire by fee simple ownership or lease one or more Units for use as a management office or other similar uses to facilitate the management and administration of the Condominium Project and to make such interior modifications thereto as will be deemed necessary and appropriate by the Board or Managing Agent (as defined below) to

facilitate such use; and,

(t) 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 condominium ownership.

Section 4.4. Managing Agent. Notwithstanding the provisions of Section 3.1 of these Bylaws, during the period in which the Board consists of the Appointed Board, Declarant will have the right and authority to negotiate with and secure the services of a managing agent (“**Managing Agent**”) who will have all the powers and will perform all the duties of the Board until the Appointed Board is dissolved, or until such earlier time as the Managing Agent, at the Managing Agent’s option, may relinquish control of the management and administration of the Association to the Board. Thereafter, the Board may employ for the Association a Managing Agent at a compensation to be established by the Board to perform such duties and services as the Board will authorize, including, but not limited to, the duties listed in Section 4.3 of these Bylaws.

Section 4.5. Election and Term of Office. The Board will initially consist of the Appointed Board. Not later than one hundred and twenty (120) days after the conveyance by Declarant of fifty percent (50%) of the Units to Owners other than Declarant, one position on the Board will be filled by a majority vote of Members in Good Standing other than Declarant at a meeting called for the purpose at which a quorum is present. The number of members on the Board will be increased to five (5) not later than one hundred and twenty (120) days after the conveyance by Declarant of eighty percent (80%) of the Units to Owners other than Declarant. Not later than one hundred and twenty (120) days after the conveyance by Declarant of eighty percent (80%) of the Units to Owners other than Declarant, all positions on the Board will be filled by a majority vote of the Members in Good Standing other than Declarant at a meeting called for that purpose at which a quorum is present. Only Members in Good Standing may serve on the Board.

Section 4.6. Vacancies. Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Association will be filled by vote of the majority of the remaining Directors, even though the majority of the remaining Directors may constitute less than a quorum, and each person so elected will be a Director until a successor is elected at the next annual meeting of the Association.

Section 4.7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the Members in Good Standing, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners will be given an opportunity to be heard at the meeting.

Section 4.8. Organizational Meeting. The first meeting of a newly elected Board will be held within ten (10) days of election at such place as will be fixed by the Directors at the meeting at which such Directors were elected, and no notice will be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board will be present.

Section 4.9. Regular Meetings. Regular meetings of the Board may be held at such time and place as will be determined, from time to time, by a majority of the Directors, but at least four (4) such meetings will be held during each fiscal year. Notice of regular meetings of the Board will be given to each Director, personally or by mail, email or telephone, at least three (3) days prior to the day named for such meeting.

Section 4.10. Special Meetings. Special meetings of the Board may be called by Declarant or the President on three (3) days' notice to each Director, given personally, or by mail, email or telephone, which notice will state the time, place, and purpose of the meeting. Special meetings of the Board may be called in like manner and on like notice by the President or Secretary or on the written request of at least two (2) Directors.

Section 4.11. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board will be a waiver of notice by such Director of the time and place thereof. If all of the Directors are present at any meeting of the Board, then no notice will be required and any business may be transacted at such meeting.

Section 4.12. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors will constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present will be the acts of the Board. If at any meeting of the Board there be less than a quorum present, then the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.13. Fidelity Bonds. The Board may obtain adequate fidelity coverage indemnifying the Association from loss of funds resulting from fraudulent or dishonest acts on the part of any of such of the Board's employees, officers, managers, directors, trustees or agents who are responsible for handling funds belonging to or administered by the Association. If acquired, such fidelity bonds or insurance should: (a) be written in an amount sufficient to provide protection to the Association, which in no event should be less than one hundred and fifty percent (150%) of the insured's estimated annual operating expenses including reserves; (b) should name the Association as an obligee and as the named insured; (c) should contain waivers of and defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar express; and, (d) should provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the mortgagees.

Section 4.14. Compensation. No member of the Board will receive any compensation for acting as such.

ARTICLE V **OFFICERS**

Section 5.1. Designation. The officers of the Association will be a President, a Vice-President, a Secretary, and a Treasurer, all of whom will be elected by the Board.

Section 5.2. Election of Officers. The officers of the Association will be elected annually by the Board at the organizational meeting of each new Board and will hold office at the pleasure of the Board.

Section 5.3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and such officer's successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 5.4. President. The President will be the chief executive officer of the Association. The President will preside at all meetings of the Association and of the Board. The President will have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the Owners from time to time, in the President's discretion decides is appropriate to assist in the conduct of the affairs of the Association.

Section 5.5. Vice-President. The Vice-President will have all the powers and authority and perform all the functions and duties of the President, in the absence or inability of the President, for any reason, to exercise such powers and functions or perform such duties, and also perform any duties the Vice President is directed to perform by the President.

Section 5.6. Secretary. The Secretary will keep all the minutes of all meetings of the Board and the minutes of all meetings of the Association; he will have charge of such books and papers as the Board may direct; and the Secretary will, in general, perform all the duties incident to the office of Secretary. The Secretary will compile and keep up to date at the principal office of the Association a complete list of Owners and the Owners' last-known addresses as shown on the records of the Association. Such list will also show opposite each member's name the number or other appropriate designation of the Unit owned by such members and the parking space(s), if any, assigned for use in connection with such Unit. Such list will be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

Section 5.7. Treasurer. The Treasurer will have responsibility for Association funds, will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association and will be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 6.1. Indemnity. The Association will indemnify every Director or officer, and such Officer's heirs, executors, and administrators, against all loss, costs and expenses, including attorney's fees, reasonably incurred by him in connection with any action, suit or proceeding to which such Officer may be made a party by reason of such Officer being or having been a Director or officer of the Association, except as to matters as to which such Officer will be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. If there is settlement, then indemnification will be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights will not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, costs, and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions will be treated and handled by the Association as Common Expenses; provided, however, nothing contained in this Article VI will be deemed to obligate the Association to indemnify any member or Owner, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as a member or Owner covered thereby.

Section 6.2. Indemnity Insurance. The Association will have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, trustee or agent of the Association against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status, whether or not the Association would have the power to indemnify such person against such liability under the provision of this Article VI. All liability, loss, damage, cost, and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions will be treated and handled by the Association as Common Expenses.

ARTICLE VII

OBLIGATIONS OF OWNERS

Section 7.1. Assessments. Each Owner will be obligated to pay the Assessments imposed by the Association. The Assessments will be made pro rata according to the Allocated Interest and will be due semi-annually in advance. An Owner 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 Owner will have fully paid all accrued Assessments made or levied against the Owner and such Owner's Unit as well as any Charges which may have accrued against such Owner and/or such Owner's Unit.

Section 7.2. Maintenance and Repair.

- (a) Every Owner must perform promptly at such Owner's sole cost and expense

all maintenance and repair work within such Owner's Unit, which if omitted would affect the Condominium Project or portions thereof belonging to other Owners.

(b) All the repairs of internal installations of the Unit such as water, light, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass, electrical fixtures and all other accessories, equipment and fixtures belonging to the Unit area will be at the Owner's sole cost and expense.

(c) An Owner will be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any Common Elements damaged by such Owner's negligence or by the negligence of such Owner's tenants, agents or invitees.

Section 7.3. 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 Unit of any other Owner or against the Common Elements appertaining to the particular Unit for construction performed or for labor, materials, services or other products incorporated into the Owner's Unit at such Owner's request. If any contractor, subcontractor, materialman or any other person or entity files a mechanic's or any other similar type of lien which burdens or encumbers any portion of the Common Elements or any other Unit not owned by the Owner of a Unit contracting for such work, then the Owner contracting for such work will have such mechanic's or other lien removed within thirty (30) days of the filing of such lien of record or post a bond for the benefit of the Association, the Declarant and/or the affected Owner or Unit in an amount not less than one hundred and fifty percent (150%) of the amount claimed by any such person or entity claiming such mechanic's lien.

Section 7.4. General.

(a) Each Owner will comply strictly with all of the provisions of the Governing Documents, and any amendments and/or supplements thereto.

(b) Each Owner will always endeavor to observe and promote the cooperative purposes for which the Condominium Project was established.

Section 7.5. Use of Units – Internal Changes.

(a) An Owner will not make structural modifications or alterations 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 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 failure of the Association to issue the Association's response within the stipulated time will be deemed to be a disapproval of the proposed modification or alteration.

(b) The use of General Common Elements by the Owner or Owners of all Units,

and all other parties authorized to use the same, will be at all times subject to the Rules and Regulations as may be prescribed and established by the Board and the Association.

Section 7.6. Use of Common Elements. Each Owner may use the Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.

Section 7.7. Right of Entry.

(a) An Owner will grant the right of entry to the Managing Agent or to any other person authorized by the Board in case of any emergency originating in or threatening such Owner's Unit, whether such Owner is present at the time or not.

(b) An Owner will permit other Owners, or their representatives, when so required, to enter such Owner's Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry will be immediate.

Section 7.8. Compliance. 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 7.9. Destruction or Obsolescence. Each Owner will, upon request therefor, execute a power of attorney in favor of the Association, irrevocably appointing the Association such Owner's attorney-in-fact to deal with such Owner's Unit upon the Unit's destruction or obsolescence as is described in the Declaration.

ARTICLE VIII **MORTGAGES**

Section 8.1. Notice to Association. An Owner who mortgages such Owner's Unit will notify the Association through the 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."

Section 8.2. Notice of Unpaid Assessments. The Association will at the request of a Mortgagee of a Unit report any unpaid Assessments or Charges due from the Owner of such Unit.

ARTICLE IX **MISCELLANEOUS**

Section 9.1. Amendment to Bylaws. These Bylaws may be amended by the Board at a duly constituted meeting for such purpose, and no amendment will take effect unless approved by Owners representing at least sixty-seven percent (67%) of the Allocated Interest of all Units.

Section 9.2. Compliance. The Governing Documents are set forth to comply with the requirements of the Act. If any provisions of the Governing Documents conflict with the provisions of said statute, then it is hereby agreed and accepted the provisions of the Act will apply.

Section 9.3. Non-Profit Association. This Association is not organized for profit. No Owner, member of the Board or person from whom the Association may receive any property or funds will receive or will be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event will any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board; provided, however, always (a) reasonable compensation may be paid to any Member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (b) any member of the Board may, from time to time, be reimbursed for such member's actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

Section 9.4. Registered Office. The registered office and the principal office for the transaction of business of this Association will be 4200 Research Forest Drive, Suite 196, The Woodlands, Texas, 77381.

Section 9.5. Execution of Documents. The persons who will be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes, will be the President and the Secretary of the Association.

Section 9.6. Abatement and Enjoinment of Violations by Owners. The violation of any of the provisions of the Governing Documents will give the Board or the Managing Agent the right, in addition to any other rights set forth therein: (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any person, structure, thing or condition which may exist therein contrary to the intent and meaning of the provisions thereof, and the Board or Managing Agent will not be deemed guilty in any manner of trespass, and to expel, remove, and put out same, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefor; and (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 9.7. Rights of Action. The Association and any aggrieved Owner will have an appropriate right of action against any Owner(s) for failure to comply with the provisions of the Governing Documents or with decisions of the Association which are made pursuant thereto. Any Owner will have similar rights of action against the Association.

Section 9.8. Fiscal Year. The Board may establish the Association's fiscal year by resolution. In the absence of the Board determining otherwise, the Association's fiscal year will be a calendar year.

Section 9.9. Rules for Meetings. The Board may adopt rules for the conduct of meetings of Owners, the Board, and committees of the Board.

Section 9.10. Conflict Between Provisions. If there is any conflict among the terms and provisions of the Governing Documents or applicable law, or between any of them, then: (a) the Bylaws will control over the Rules and Regulations; (b) the Certificate will control over both the Bylaws and the Rules and Regulations; (c) the Declaration will control over the Certificate, the Bylaws and the Rules and Regulations; and, (d) applicable law will control over all of the foregoing.

Section 9.11. Registration of Mailing Address; Notice. Each Member may register in writing an alternative mailing address or a representative and the representative's mailing address with the Association, and thereafter notices or demands intended to be served upon 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.

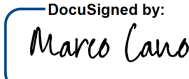
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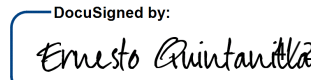
IN WITNESS WHEREOF, the undersigned hereby executes these Bylaws for Mason Business Park Condominium Owners' Association, Inc., a Texas non-profit corporation on April 26, 2025.

ASSOCIATION:

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

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

By:  DocuSigned by: 4/28/2025
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Marco Cano, Director

By:  DocuSigned by: 4/28/2025
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Ernesto Quintanilla, Director