

CONDOMINIUM INFORMATION STATEMENT

FOR

MASON BUSINESS PARK, a commercial condominium development in Harris County, Texas

Date: 4/25/2025

Declarant: Santos F. Gonzalez, Marco Cano, Ernesto Quintanilla

Declarant's Mailing Address: 4200 Research Forest Dr, Ste 196 Spring, TX 77381.

Condominium Project's Address: PLAZA 1- 2715 Mason Rd, Katy TX 77494
PLAZA 2- 2711 Mason Rd, Katy TX 77494
BUILDING 100- 2719 Mason Rd, Katy TX 77494
BUILDING 200- 2723 Mason Rd, Katy TX 77494
BUILDING 300- 2727 Mason Rd, Katy TX 77494
BUILDING 400- 2831 Mason Rd, Katy TX 77494
BUILDING 500- 2841 Mason Rd, Katy TX 77494
BUILDING 600- 2703 Mason Rd, Katy TX 77494
BUILDING 700- 2707 Mason Rd, Katy TX 77494

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

Condominium Owners' Association's Mailing Address: 4200 Research Forest Dr, Ste 196 Spring, TX 77381.

I.

MINIMUM AND MAXIMUM NUMBER OF UNITS

The Condominium Project contains thirty-three (33) units (singularly, “Unit”, and collectively, “Units”). No additional Units may be added to the Condominium Project.

II.

DEVELOPMENT RIGHTS

Declarant reserves the following development rights (as detailed in Article XV, Declarant's Rights and Reservations, of the Declaration of Condominium of Mason Business Park), and which are subject to the following conditions or limits:

Section 15.1. Special Declarant Rights. Declarant hereby reserves the right, from time to time, for Declarant and Declarant's duly authorized successors

and assigns, to perform the acts and exercise the rights hereinafter set forth (collectively, “**Special Declarant Rights**”). Special Declarant Rights include the following:

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

Section 15.1.2. Declarant’s Rights to Complete Development of Condominium Project. No provision of this Declaration will be construed to prevent or limit Declarant’s rights to complete development of property within the boundaries of the Condominium Project; to construct or alter improvements on any property owned by Declarant within the Condominium Project, including temporary buildings; to maintain construction trailers or offices for construction or sales purposes or similar facilities on any property owned by Declarant or owned by the Association within the Condominium Project; or to post signs incidental to development, construction, promotion, marketing or sales of property within the boundaries of the Condominium Project. Nothing contained in this Declaration will limit the rights of Declarant or require Declarant to obtain approvals to: (a) construct, alter, demolish or replace any improvements on any property owned by Declarant whether such property is within the Condominium Project or adjacent thereto; (b) to use any structure on any property owned by Declarant as a real estate sales office in connection with the sale of any property within the boundaries of the Condominium Project; or, (c) to require Declarant to seek or obtain the approval of the Board or of the Association for any such activity or improvement to property or any property owned by the Declarant. Nothing in this Declaration will limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration or the Act.

Section 15.1.3. Declarant’s Rights to Grant and Create Easements. Declarant will have, and hereby reserves, the right to grant or create temporary or permanent easements for access, utilities, drainage, water, and other purposes incident to development and sale of the Condominium Project located in, on, under, over, and across: (a) Units owned by Declarant; and, (b) the Common Elements.

Section 15.1.4. Dedications. The right to establish, from time to time, by dedication or otherwise, utility and other easements for purposes including, but not limited to, streets, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions, and exclusions for the benefit of and to serve the Owners within the

Condominium Project.

Section 15.1.5. Other Rights. The right to exercise any additional reserve right created by any other provision of this Declaration or the Act.

Section 15.1.6. Transfer. Any Special Declarant Right or additional right created or reserved under this Declaration may be transferred to any person, in the manner prescribed in the Act.

Section 15.1.7. Termination of Special Declarant Rights. Except as may otherwise be provided with regard to any additional reserved rights of Declarant elsewhere in this Declaration, the Special Declarant Rights reserved to Declarant pursuant to this Section 15.1 will expire ten (10) years from the date of recordation of this Declaration or the date the last Unit within the Condominium Project has been sold and conveyed by Declarant to persons other than Declarant, whichever occurs first.

Section 15.2. Development Rights. Declarant hereby reserves the right, from time to time for Declarant, and Declarant's duly authorized successors and assigns, to perform the acts and exercise the rights hereinafter specified (collectively, "**Development Rights**"). Development Rights include the following:

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

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

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

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

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

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

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

III. **ATTACHMENTS**

A. Attached hereto as **Exhibit "A"**, and made a part hereof for all intents and purposes, are copies of the Declaration of Condominium for Mason Business Park and the Association's Certificate of Formation, Bylaws, and Rules and Regulations, and all amendments thereto. Also attached are copies of any leases and contracts, other than loan documents, which are required by Declarant to be signed by purchasers at closing.

B. Attached hereto as **Exhibit "B"**, and made a part hereof for all intents and purposes, is a copy of the Association's pro forma budget in compliance with Texas Property Code §82.153(b) for the first fiscal year of the Association following the date of the first conveyance to a purchaser.

C. Attached hereto as **Exhibit "C"**, and made a part hereof for all intents and purposes, is a general description of each lien, lease or encumbrance on or affecting the title to the Units after conveyance by Declarant.

D. Attached hereto as **Exhibit "D"**, and made a part hereof for all intents and purposes,

is a copy of each written warranty provided by Declarant.

E. Attached hereto as **Exhibit “E”**, and made a part hereof for all intents and purposes, is a description of any unsatisfied judgments against the Association and any pending suits to which the Association is a party or which are material to the land title and construction of the Condominium Project which are known by the Declarant.

F. Attached hereto as **Exhibit “F”**, and made a part hereof for all intents and purposes, is a general description of the insurance coverage provided for the benefit of Unit owners.

G. Attached hereto as **Exhibit “G”**, and made a part hereof for all intents and purposes, are the current or expected fees or charges to be paid by Unit owners for the use of the common elements and other facilities related to the Condominium Project.

IV. **SERVICE**

An Owner –

1. as an alternative to personal service, may be served with process by the municipality or the municipality’s agent for a judicial or administrative proceeding initiated by the municipality and directly related to the unit owner’s property interest in the Condominium Project by serving the unit owner at the unit owner’s last known address, according to the records of the appraisal district in which the Condominium is located, by any means permitted by Rules 21 and 21a of the Texas Rules of Civil Procedure;


2. will promptly notify the appraisal district in writing of a change in the unit owner’s mailing address not later than the ninetieth (90th) day after the date the unit owner changes the address; and,

3. may not offer proof in the judicial or administrative proceeding, or in a subsequent related proceeding, which otherwise proper service by mail of the notice was not received not later than three days after the date the notice was deposited in a post office or official depository under the care and custody of the United States Postal Service.

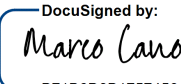
*REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE AND EXHIBIT PAGES TO FOLLOW*

DECLARANT:

JAMMS REAL ESTATE LLC,
a Texas limited liability company

By:  DocuSigned by: 4/26/2025
8321B03DBE594F
Santos F. Gonzalez, Owner

MASON FORGE LLC,
a Texas limited liability company

By:  DocuSigned by: 4/28/2025
B71B0D8B1757456...
Marco Cano, President

RGQ DEVELOPMENTS LLC,
a Texas limited liability company

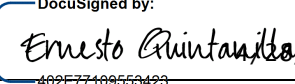
By:  DocuSigned by: 4/28/2025
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Ernesto Quintanilla

EXHIBIT “A”

Declaration of Condominium for
Mason Business Park, and
Condominium Owners’ Association’s
Certificate of Formation, Bylaws, and Rules and Regulations

(See attached)

EXHIBIT “B”

Condominium Owners’ Association’s Pro Forma Budget

(See attached)

EXHIBIT “C”

**General Description of Each Lien, Lease
or Encumbrance Affecting Title to the Units**

(See attached)

EXHIBIT “D”

Written Warranties Provided by Declarant to Unit Owners

(See attached)

EXHIBIT “E”

**Description of Unsatisfied Judgments and
Pending Suits Against the Association**

(See attached)

EXHIBIT “F”

**General Description of Insurance Coverage
Provided for the Benefit of Unit Owners**

(See attached)

EXHIBIT “G”

**Expected Fees/Charges to be Paid by Unit Owners
for Use of the Condominium Project's Common Elements and Other Facilities**

(See attached)