

EXHIBIT "B"



PT. #	Northings	Eastings	Area #	Area #	Area #	Area #	Area #
1	1000000.00	1000000.00	1	1	1	1	1
2	1000000.00	1000000.00	1	1	1	1	1
3	1000000.00	1000000.00	1	1	1	1	1
4	1000000.00	1000000.00	1	1	1	1	1
5	1000000.00	1000000.00	1	1	1	1	1
6	1000000.00	1000000.00	1	1	1	1	1
7	1000000.00	1000000.00	1	1	1	1	1
8	1000000.00	1000000.00	1	1	1	1	1
9	1000000.00	1000000.00	1	1	1	1	1
10	1000000.00	1000000.00	1	1	1	1	1
11	1000000.00	1000000.00	1	1	1	1	1
12	1000000.00	1000000.00	1	1	1	1	1
13	1000000.00	1000000.00	1	1	1	1	1
14	1000000.00	1000000.00	1	1	1	1	1
15	1000000.00	1000000.00	1	1	1	1	1
16	1000000.00	1000000.00	1	1	1	1	1
17	1000000.00	1000000.00	1	1	1	1	1
18	1000000.00	1000000.00	1	1	1	1	1
19	1000000.00	1000000.00	1	1	1	1	1
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69	1000000.00	1000000.00	1	1	1	1	1
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73	1000000.00	1000000.00	1	1	1	1	1
74	1000000.00	1000000.00	1	1	1	1	1
75	1000000.00	1000000.00	1	1	1	1	1
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82	1000000.00	1000000.00	1	1	1	1	1
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86	1000000.00	1000000.00	1	1	1	1	1
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89	1000000.00	1000000.00	1	1	1	1	1
90	1000000.00	1000000.00	1	1	1	1	1
91	1000000.00	1000000.00	1	1	1	1	1
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94	1000000.00	1000000.00	1	1	1	1	1
95	1000000.00	1000000.00	1	1	1	1	1
96	1000000.00	1000000.00	1	1	1	1	1
97	1000000.00	1000000.00	1	1	1	1	1
98	1000000.00	1000000.00	1	1	1	1	1
99	1000000.00	1000000.00	1	1	1	1	1
100	1000000.00	1000000.00	1	1	1	1	1

GENERAL NOTES

1. Grid coordinates shown hereon are based on the datum of the U.S. National Plane Survey. The distance between any two points on the surface by applying the following combined scale of 0.99998714. Distance as shown are surface (ground).
2. Bearing based on recorded subdivision plot of Rayford Bend South, Reserve "A", Block 1 filed in the Map Records of Montgomery County, Texas, under Cabinet 7, Sheet 635 M.R. M.C.T.
3. Improvements are proposed and were not located on the ground at the time of this exhibit.
4. Subject to Dedication of Rayford Bend Office Park recorded under C.F. 201705690 O.P.R. M.C.T.

To Lewis Walker:

I certify that this survey was made on the ground, that this plat correctly represents the facts found at the time of my survey, conforms to the correct Texas Statutes and Professional Surveyors Standards and Specifications.

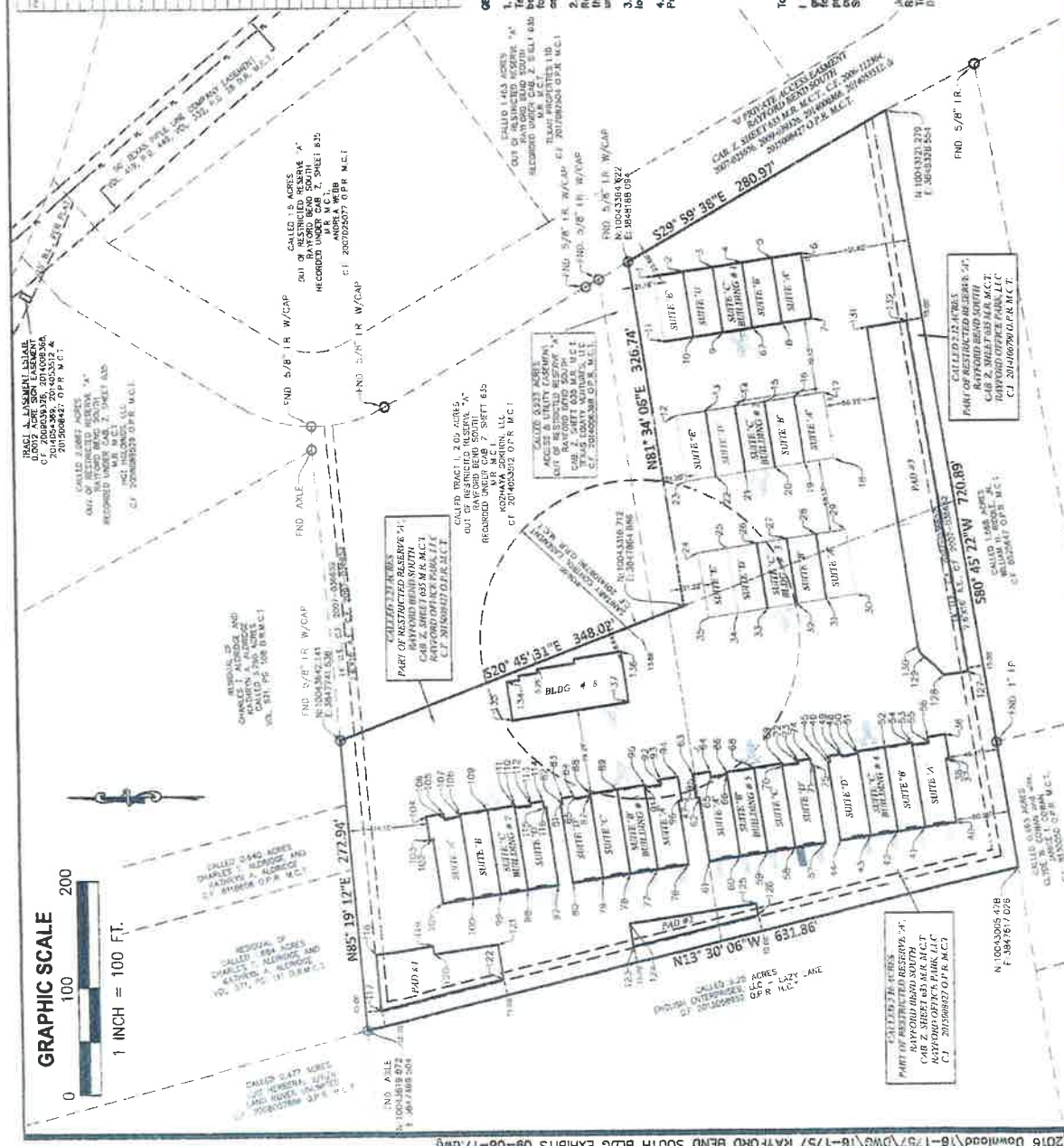
Ray Jones, Civil Engineer
 License Registration No. 4242
 Date: September 11, 2017



**RAYFORD OFFICE PARK
 CONDOMINIUM EXHIBIT
 OUT OF RESERVE "A", BLOCK 1
 RAYFORD BEND SOUTH
 CAB Z, SHEET 635 M.R. M.C.T.
 LYING IN THE
 JOHN WILLIAMS SURVEY, ABSTRACT 641
 MONTGOMERY COUNTY, TEXAS**

TOWN AND COUNTRY SURVEYORS
 A LANDPOINT COMPANY
 2100 RAYFORD ROAD, STE. 8000
 THE WOODLANDS, TEXAS 77380
 (281) 446-7700
 www.landpoint.com

TEXAS REG. NO. 10184072
 JOB NO. 16-1757



**Amended and Restated Declaration of
Rayford Bend Office Park,
a Condominium**

The Amended and Restated Declaration of Rayford Bend Office Park, a Condominium (the "Declaration") is made and executed this 7th day of June, 2018, by Rayford Office Park, LLC, a Texas limited liability company ("Declarant"), and agreed and consented to by Patrick Fisher, the only other property owner, pursuant to and in accordance with the provisions of the Texas Uniform Condominium Act, as now existing or hereafter amended under Chapter 82 of the Texas Property Code (the "Act") for the purpose of submitting the hereafter described real property and the improvements located or to be located thereon to a condominium regime. The Amended and Restated Declaration of Rayford Bend Office Park, a Condominium supersedes all prior declarations in their entirety

WITNESSETH

WHEREAS, Declarant is the owner of certain real property and the improvements constructed thereon (the "Property" or "Condominium"), situated in Houston, Harris County, Texas, consisting of 35 commercial units therein and certain other improvements, including parking; and

WHEREAS, Declarant previously recorded a Declaration of Rayford Bend Office Park, a Condominium, in the Office of the County Clerk of Montgomery County, Texas, on January 23, 2017, in the Official Public Records under Clerk's File No. 2017005590, to establish a condominium under the provisions of the Act with respect to the Condominium, and has caused to be incorporated a Texas non-profit corporation known as Rayford Bend Office Park Owners Association a Texas nonprofit corporation; and

WHEREAS, Declarant desires to amend and restate the prior Declaration with this Amended and Restated Declaration of Rayford Bend Office Park, a Condominium;

NOW, THEREFORE, Declarant does upon the recording hereof establish Rayford Bend Office Park as a condominium and does declare that Rayford Bend Office Park shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, and improved in any other manners utilized, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration, all of which shall be deemed to run perpetually with all or any portion of Rayford Bend Office Park unless terminated as provided herein and shall be a burden and a benefit to, and binding on, Declarant and any persons or entities acquiring or owning any interest in Rayford Bend Office Park, and their respective heirs, devisees, legal and personal representatives, successors, and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

**Declaration of
Rayford Bend Office Park,
a Condominium**

Basic Information

Date: July 5, 2018

Declarant: Rayford Office Park, LLC, a Texas Limited Liability Company

Declarant's Address:

Rayford Office Park, LLC
1235 N. Loop West #308
Houston, TX 77008

Association: Rayford Bend Office Park Owners Association, a Texas nonprofit corporation

Association's Address: 61 Carlton Woods Drive, The Woodlands, TX 77382

Property: See Exhibit "A", including the following easements and licenses appurtenant to, included in, or to which the condominium is or may become subject to as described on Exhibit "A-1".

Plat/Plan: Attached hereto as Exhibit "B".

Reservations from Declaration: None

Property Subject to Development Right of Withdrawal: None

Definitions

"Act" means chapter 82 of the Texas Property Code, as amended, and any successor law, known as the Texas Uniform Condominium Act.

"Assessment" means regular and special assessments, dues, fees, charges, interest, late fees, fines, collection costs, attorney's fees, and any other amount due to the association by the Owner or levied against the Unit by the Association.

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association adopted by the Board. The initial Bylaws are attached as Exhibit "C".

"Certificate of Formation" means the Association's certificate of formation.

"Common Elements" means all portions of the Condominium other than the Units and includes both General and Limited Common Elements. The Common Elements are directly owned by the Condominium Unit Owners in undivided interests.

"Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

"Condominium" means the Property covered by the Plat and any additional property that is subject to this Declaration.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means the person or persons identified as Declarant in the Basic Information or who reserves or succeeds to any special declarant right.

"Declarant Control Period" means the period of time during which Declarant can appoint a majority of the Board members and officers as provided in paragraph E.2.

"Dedictory Instruments" means this Declaration and the Certificate of Formation, Bylaws, and Rules, as amended.

"Development Rights" means a right or combination of rights reserved by the Declarant set forth in paragraph L.2.

"General Common Elements" means common elements that are not Limited Common Elements.

"Limited Common Elements" means a portion of the Common Elements allocated by the Declaration or by the Act for the exclusive use of one or more but less than all of the Units, including doorsteps and porches.

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Unit or Pad Site as defined or described herein.

"Plat" means the Plat and any plans for the Condominium recorded with this Declaration as Exhibit "B" and any replat of or amendment to the Plat made in accordance with this Declaration.

"Residential purposes" means recreational or dwelling purposes or both.

"Rules" means the Rules related to the Condominium adopted by the Board that do not conflict with law or the other Dedictory Instruments. On request, an Owner will be provided a copy of the Rules.

"Special Declarant Rights" means a right or combination of rights reserved by the Declarant set forth in paragraph L.1.

"Unit" means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described by the Declaration.

Each capitalized terms not otherwise defined in this Declaration has the meaning specified in the Act.

Clauses and Covenants

A. Imposition of and Agreement to the Covenants

A.1. Declarant imposes the Covenants on the Property and subjects the Property to a condominium form of ownership in accordance with the provisions of the Act, subject to the Reservations from Declaration. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Unit.

A.2. All Owners and other occupants of the Units by their acceptance of their deeds, leases, or by occupancy of any Unit agree that the Condominium is subject to the Covenants. Each Owner, each occupant of a Unit, and the Association agree to comply with the Dedictory Instruments and to be subject to an action arising out of or related to the Dedictory Instruments for declaratory judgment, damages, or for injunctive relief.

B. Plat

B.1. Any applicable plats are part of this Declaration and are incorporated by reference.

B.2. To the extent that a Unit or Common Element encroaches on another Unit or Common Element, a valid easement for the encroachment exists. The easement does not relieve an Owner of liability in case of willful misconduct or relieve Declarant or any other person of liability for failure to adhere to the Plat.

C. Use and Activities

C.1. *Permitted Use.* The permitted uses of the Property include, without limitation, retail, warehousing, office, office service center, light manufacturing and other similar uses, provided such do not constitute Prohibited Use (as described in Section 2.3 below). The term "light manufacturing" shall mean and refer to any operation or use which is performed or carried out entirely within a building or buildings so designed and constructed that the enclosed operations therein do not cause or produce a nuisance or annoyance to the occupants of an adjoining Parcel, such as vibration, sound, radiation or air, or water pollution

C.2. *Prohibited Activities. Use and Occupancy Restrictions.* Subject to the Special Declarant Rights, the following

use restrictions apply to all Units and to the Common Elements:

a. No Parcel shall be used for any purpose which is noxious or offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which is dangerous or hazardous by reason of excessive danger of fire or explosion, or for any purpose which may become a nuisance to any other Parcel, or which will be in violation of Applicable Law, or that would unreasonably interfere with the use and occupancy of the Property by other Owners or Permittees. In addition to the foregoing, it is expressly agreed that no part of the Property shall be used, directly or indirectly, for the following purposes: cocktail lounge; bar, disco; bowling alley; pool hall or billiard parlor; skating or roller rink; amusement arcade; adult book store; adult theater; adult amusement or entertainment facility; cabaret; men's club; selling or displaying pornographic materials; any facility requiring licensing or zoning as a sexually oriented business; second hand store; odd lots; close out or liquidation store; auction house; flea market; pipe yard; sleeping quarters or lodging; residential housing (single family or multi-family); the outdoor housing or raising of animals; gas station; assembly hall; off-track betting establishment; bingo parlor; any use involving the repair of automobiles, auto body shop, or related use; heavy manufacturing; smelting; rendering; refining; or any other activity which causes or involves excessive emissions of odors, dust, fumes, smoke, or noise. No Owner or Permittee shall engage in any activity within the Property, which has the effect of increasing premiums for any insurance carried by the Association or any other Owner or Permittee.

b. No Temporary Structures and Trailers. No structure of a temporary character, including trailers, tents, shacks, barns, or other out-buildings shall be permitted on the Property at any time; provided, however, that a construction trailer or a temporary structure permitted under Applicable Laws may be used in connection with the construction of improvements on a Parcel.

C.3. Signs. No signs of any kind may be erected on the property, except for signs identifying the Permittees, Owners, products of such Permittees or Owners, and "For Sale" and "For Lease" Signs. Each sign must be of a reasonable size not to exceed a maximum of 32 square feet. Signs are limited as follows:

a. To each applicable building unless multiple businesses are conducted in which case they must be affixed to a portion of the building contiguous to such sign, but in any event not to exceed 2 signs on each building, and (b) a single monument sign on which the sole business or all such businesses, if more than 1, are collectively identified in the open area of each Parcel. No sign shall bear any flashing, blinking, or moving lights. No sign shall be erected on top of or extend above a building.

C.4. Outside Storage. NO outside storage of any kind will be permitted fronting any Road. All outside storage areas or facilities shall be separated from an adjoining Parcel by fencing of at least 6 feet in height composed of cedar privacy fencing, galvanized chain link or equal material, screened from the street by trees, shrubs, or green vinyl slats.

C.5. Mineral Exploring. No drilling, digging, quarrying, or mining of any sort shall be permitted on the Property.

C.6. Hazardous Material. Bulk storage of flammable fluids must be maintained underground, in flash proof metal tanks, or protected by earthen fire walls. No effluent containing harmful bacteria, poisonous acids, oils, or other harmful shall be permitted to drain or drift beyond the property lines of a Parcel.

C.7. Miscellaneous. Notwithstanding anything in this document, the following are also prohibited:

- a. any activity that is otherwise prohibited by the Dedicatory Instruments;
- b. any illegal activity;
- c. any nuisance, noxious, or offensive activity;
- d. any dumping of trash or rubbish, except in approved locations and in an approved manner;
- e. the drying of clothes outside of a Unit; and

D. Units

D.1. *Number of Units.* The number of Units in the Condominium is as shown on Exhibits B and D.

D.2. *Identification of Units.* The identification number of each Unit is shown on Exhibit B.

D.3. *Unit Boundaries.* The boundaries of each Unit are the walls, floors, and ceilings of the Unit. The boundaries of each Unit are located as shown on the Plat and are more particularly described in paragraph D.4.

D.4. *Parts of Unit.* A Unit includes all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting part of the finished surfaces that are a part of a Unit, and the spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. **Additionally, demising walls dividing Units shall be treated as Limited Common Elements as further described below.** A Unit does not include any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture that is partially within and partially outside the designated boundaries of a Unit, of which the portion serving only that Unit is a Limited Common Element allocated solely to that Unit. Any portion serving more than one Unit but not the Common Elements shall be treated as a Limited Common Element benefiting those Units. Finally, any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture that is partially within and partially outside the designated boundaries of a Unit or the Common Elements is part of the General Common Elements.

D.5. *No Subdivision or Consolidation of Units.* No Unit will be subdivided or consolidated with another Unit (unless approved by the Board).

D.6. *No Structural Modification of Unit without Board Approval.* No structural modifications or alterations will be made in a Unit unless plans, specifications, and any other documents requested by the Board are submitted to and approved by the Board in accordance with the Rules. The Association, the Board, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove of any request. Any structural modification made to a Unit (a) without Board approval, (b) not in conformity with the Board approval, or (c) without the required permit from the applicable entity are unauthorized modifications. The Board may require the Owner to restore the Unit, at the Owner's expense, to the condition before the unauthorized modifications were made.

D.7. *Maintenance.* Each Unit will be maintained by its Owner.

D.8. *Restrictions on Transfer.*

A Unit may not be conveyed pursuant to a time-sharing arrangement.

A Unit may not be leased or rented for a term of less than sixty days.

All leases and rental agreements shall be in writing and subject to the reasonable requirements of the Board.

If an Owner receives an acceptable purchase offer for a Unit, the Owner must first offer to sell the Unit to the Association for the same price and terms as the offer received. The Owner will give the Board written notice of the price and terms of the offer received and the name and address of the person making such offer. If, within ten days from the date the Board receives the Owner's notice, the Board fails to give the Owner notice that the Association elects to purchase the Unit, the Owner may sell the Unit to the person(s) making the offer. In such case, the Board will certify in writing, duly acknowledged and in recordable form, that the Association has declined to purchase the Unit. The Board may waive the provisions of this paragraph for any Unit. Any mortgagee of any Unit that acquires title to a Unit is exempt from this "right of first refusal".

D.9. *Vehicle Restrictions.* All vehicles on the Property, whether owned or operated by the occupants or their employees, agents, invitees, licensees, contractors or guests, are subject to the following restrictions:

D.9.1. *Types.* No large commercial-type vehicle, mobile home, motor home, camper, bus, trailer, boat, aircraft, inoperable vehicle, or any other similar vehicle or any vehicular equipment mobile or otherwise, which the Board deems to be a nuisance, unsightly, or inappropriate may be kept, parked, or stored anywhere on the Property.

D.9.2. *Repairs.* Repairs or restorations whatsoever of vehicles are strictly prohibited anywhere on the Property.

D.9.3. *Obstruction.* No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the private street.

D.9.4. *Removal.* The Association may remove or cause to be removed vehicle in violation of this Section or Rules regulating vehicles. The Owner of any such removed vehicle shall bear the cost associated with said removal and neither the Associations, the Declarant, nor their respective employees, officers, directors, agents or assigns shall be liable for any damage caused by said removal.

E. Association

E.1. *Establishment and Governance.* The Association is established by filing its Certificate of Formation and is governed Dedicatory Instruments. The Association, acting through the Board, will administer and manage the Condominium in accordance with the Dedicatory Instruments. The Association has the powers (a) of a nonprofit corporation under the Texas Business Organizations Code, (b) of a condominium association under the Act, and (c) stated in the Dedicatory Instruments, respectively as amended. All acts of the Association must be by and through the Board, except as otherwise provided by the Declaration or Bylaws or by law.

E.2. *Declarant Control.* Declarant has all the powers reserved in section 82.103(c) of the Act to appoint and remove officers and members of the Board until the 120th day after conveyance of 50 percent of the Units that may be created to Owners other than Declarant, at which time not less than one-third of the Board members must be elected by owners other than Declarant. Not later than the 120th day after conveyance of 75 percent of the Units to Owners other than Declarant, the Declarant Control Period terminates, and all the Board and Association officers shall be elected by the Owners as provided in the Bylaws.

E.3. *Membership and Voting Rights.* Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Unit. On termination of the Declarant Control Period, the Members have the voting rights provided in the Bylaws. Voting rights are set forth on Exhibit "D".

E.4. *Assignment of Future Income.* The Association may assign its future income, including its rights to receive Common Expenses assessments, in accordance with section 82.102 of the Act.

F. Assessments

F.1. *Authority.* The Association will charge Assessments as provided in the Act.

F.2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

F.3. *Creation of Lien.* Assessments are secured by a continuing lien on each Unit as provided in section 82.113 of the Act. By acceptance of a deed to a Unit, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments.

F.4. *Commencement.* A Unit becomes subject to Assessments as provided in the Act.

F.5. *Regular Assessments*

F.5.a. *Rate.* Regular Assessments are charged by the Board to fund the budgeted Common Expenses.

F.5.b. *Changes to Regular Assessments.* Regular Assessments may be changed by the Board. Written notice of the regular assessment will be sent to every Owner at least thirty days before its effective date.

F.5.c. *Collections.* Regular Assessments will be collected quarterly in advance, payable on the first day of January of each year.

F.5.d. *Expenses for Maintenance, Repair, or Replacement of Limited Common Elements.* Expenses for the maintenance, repair or replacement of a Limited Common Element shall be assessed to the Owner whose Unit benefit from the Limited Common Element.

F.6. *Special Assessments.* In addition to the regular assessments, the Board may charge special assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Elements or for any other purpose benefitting the Condominium but requiring funds exceeding those available from the regular assessments. Written notice of the terms of the special assessment will be sent to every Owner. Any special assessment must be approved by a two-thirds vote at a meeting of the Members in accordance with the Bylaws.

F.7. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Association is subordinate to the liens described in section 82.113(b) of the Act.

F.8. *Delinquent Assessments.* Any Assessment not paid within 30 days after it is due is delinquent.

G. Remedial Rights

G.1. *Late Charges and Interest.* Owners will pay the Association a late charge of ten percent of the delinquent amount for Delinquent Assessments. Owners will pay the Association interest at the rate of fifteen percent per year on Delinquent Assessments from the delinquent date until the date paid. The Board may change the late charge and the interest rate; however, the interest rate may not exceed the maximum permitted by law.

G.2. *Costs, Attorney's Fees, and Expenses.* The prevailing party in any legal proceeding among the Association, an Owner, or an occupant of a Unit related to the Dedicatory Instruments is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party. A prevailing party is the party who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not to the extent of its original contention.

G.3. *Nonjudicial Foreclosure of Lien.* The Association may foreclose the Association's lien against a Unit in accordance with section 82.113 of the Act.

G.4. *Judicial Action.* The Association may sue an Owner and an occupant of a Unit to enforce the Dedicatory Instruments for damages for breach of the Dedicatory Instruments, for injunctive relief regarding the Dedicatory Instruments, and to foreclose the Association's lien on a Unit. An Owner and an occupant of a Unit may sue the Association, any Owner, and any occupant of a Unit to enforce the Dedicatory Instruments, for injunctive relief regarding the Dedicatory Instruments, and for damages for breach of the Dedicatory Instruments.

G.5. *Remedy of Violations.* The Association may access an Owner's Unit to remedy a violation of the Dedicatory Instruments.

G.6. *Suspension of Voting.* An Owner delinquent in payment of any Assessment may not vote.

G.7. *Suspension of Other Rights.* If an Owner violates the Dedicatory Instruments, the Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law until the violation is cured.

G.8. *Damage to Property or Violation of Dedicatory Instruments.* An Owner is liable to the Association (a) for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees ("Owner Affiliates"), and (b) for violations of the Dedicatory Instruments by the owner or Owner Affiliates, in accordance with law.

H. Limited Common Elements

Allocation of Reserved Limited Common Elements.

H.1.a. As of this time, the Limited Common Elements are defined herein. To the extent permitted by law, Declarant reserves the right to supplement this Declaration by amendment.

H.1.b. To the extent the Limited Common Elements are not allocated to a Unit by the Declaration, Declarant reserves the right to allocate the Limited Common Elements for the exclusive use of one or more Units (i) by making the allocation in an instrument, (ii) in the deed to the Unit to which the Limited Common Element is ancillary, or (iii) by recording an appropriate amendment to this Declaration.

I. Allocated Interests

I.1. *Allocated Interests.* The Owners' respective undivided interest in the Common Elements, the Owners' respective Common Expense Liability, and the Owners' respective votes in the Association allocated to each Unit are set forth in Exhibit "D".

I.2. *Determination of Allocated Interests.* The interests allocated to each Unit have been calculated as follows:

- a. the undivided interest in Common Elements, on the basis of allocating Base Percentages divided equally among Unit Owners;
- b. the percentage of liability for Common Expenses, on the basis of allocating Base Percentages divided equally among Unit Owners;
- c. the number of votes in the Association, on the basis of allocating Base Percentages divided equally among Unit Owners.

J. Amendment of Declaration

The Declaration may be amended by consent of Owners to which at least 80 percent of the votes in the Association are allocated-

J.1. by written ballot that states the exact wording or substance of the amendment and that specifies the date by which a ballot must be received to be counted;

J.2. at a meeting of the Members of the Association after written notice of the meeting has been delivered to an Owner of each Unit state that a purpose of the meeting is to consider an amendment to the Declaration;

J.3. by unanimous written consent of the Owners; or

J.4. automatically if not objected to by any owners within thirty days of the written notice.

K. Reconstruction after Loss

On a casualty to any portion of the Condominium for which insurance is required, the Association must promptly repair or replace that portion unless (1) the Condominium is terminated, (2) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (3) at least 80 percent of the Owners vote to not rebuild. Each unit owner may vote (in person or by proxy at a meeting; electronically or by written ballot in the absence of a meeting) regardless of whether the owner's unit or limited common element has been damaged or destroyed. Costs will be assessed and paid as provided in section 82.111 of the Act.

L. Special Declarant Rights and Development Rights

L.1. *Special Declarant Rights.* The Declarant reserves the following Special Declarant Rights:

- a. **The right to complete or make improvements indicated on the Plats and Plans.**
- b. **The right to maintain sales offices, management offices, leasing offices, and models in Units or on the Common Elements, but only 25% of the total units may be Unit models.**
- c. **The right to maintain signs on the Condominium to advertise the Condominium.**
- d. **The right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration.**
- e. **The right to appoint or remove any officer of the Association or any director under paragraph E.2.**

CONSENT AND SUBORDINATION

The undersigned ("Lender"), as the present legal and equitable owner and holder of a mortgage or deed of trust lien against a portion of the property described in the foregoing instrument pursuant to that certain (i) Deed of Trust and Security Agreement dated January 19, 2018, granted to Dean O. Bass, Trustee, duly recorded in Doc. No. 2018007594 of the Official Public Records of Montgomery County, Texas, and additional filings under Clerk's File Numbers 2018007099, 2017003575, 2017019272 and 2018003002 (said deed of trust and all such other documents and instruments evidencing or securing the indebtedness secured thereby are collectively referred to herein as the "Security Documents"), does hereby join in the execution of the foregoing instrument for the limited purpose of confirming and agreeing that (a) the execution and recordation of said instrument shall not constitute a default under any of the applicable Security Documents, and (b) the liens, security interests, assignments and all other encumbrances effectuated by the Security Documents shall in all things be subordinate and inferior to the terms, provisions, covenants and conditions set forth in the foregoing instrument.

SPIRIT OF TEXAS BANK, N.A. SSB

BY: [Signature]
NAME: Michael L Durham
TITLE: General Counsel
DATE: 07/05/18

STATE OF TEXAS)
COUNTY OF Montgomery)

Before me, Michael L Durham, on this day personally appeared Michael L Durham known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Michael L Durham executed the same as the act of Spirit of Texas Bank, N.A., a National Bank, as its General Counsel, for the purposes and consideration therein expressed. SSB a State Savings Bank

Given under my hand and seal of office this 6 day of July, 2018.

Sonya L May
Notary Public, State of Texas
My commission expires: 4/21/2022

After recording, please return to:

The Law Firm of John Roger Cox & Associates, PC
1790 Hughes Landing Blvd. - Suite 400
The Woodlands, TX 77380
Tel: 281.367.0640
Fax: 866.777.9177



or section 82.003(a)(22)(F) or 82.103(c) of the Act.

L.2. **Limitations on Special Declarant Rights.** Unless sooner terminated by an instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant for the period of time specified in the Act.

L.3. **Development Rights.** The Declarant reserves the following development rights:

- a. to add real property to a condominium;
- b. to create units, common elements, or limited common elements within a condominium, not to exceed 25 additional units;
- c. to subdivide units or convert units into common elements;
- d. to withdraw real property from a condominium.

M. General Provisions

M.1. **Term.** The Condominium may be terminated -

- a. by a taking of all of the Units by condemnation;
- b. by the approval of at least 75 percent of the Members of the Association and each holder of a deed of trust or vendor's lien on a Unit.

M.2. **No Waiver.** Failure by the Association of an Owner to enforce the Dedicatory Instruments is not a Waiver.


M.3. **Corrections.** The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

M.4. **Conflict.** This Declaration controls over the other Dedicatory Instruments.

M.5. **Severability.** If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

M.6. **Notices.** Any notice required or permitted by the Dedicatory Instruments must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member at the Member's last known address according to the Association's records and the Association, the Board, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

Rayford Office Park, LLC, a Texas Limited Liability Company,



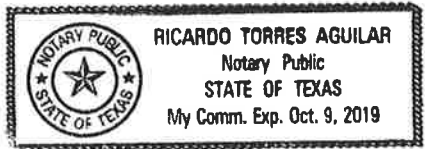
JOSE MANUEL GUERRERO Manager

STATE OF TEXAS)

COUNTY OF Montgomery)

Before me, Ricardo Torres Aguilar, on this day personally appeared Jose Manuel Guerrero, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Jose Manuel Guerrero executed the same as the act of Rayford Office Park, LLC, a Texas Limited Liability Company, as its Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3 day of July, 2018.



[Signature]
Notary Public, State of Texas
My commission expires: _____

AGREEMENT AND CONSENT TO AMENDED DECLARATION BY PROPERTY (CONDOMNIMUM) OWNER

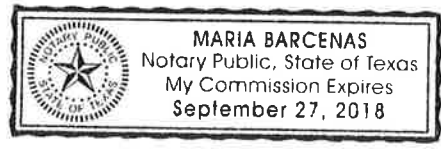
[Signature]
Patrick Fisher

STATE OF TEXAS)

COUNTY OF Harris)

Before me, Maria Barcenas, on this day personally appeared Patrick Fisher executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7 day of June, 2018.



[Signature]
Notary Public, State of Texas
My commission expires: 09-27-2018

EXHIBIT "A"

Legal Description

PARCEL I:

PARCEL I, TRACT 1: FEE

Being 2.16 acres (94,133 square feet) of land, out of the Remainder of a called 8.7874 acres, Part of Restricted Reserve "A", Rayford Bend South, recorded under Cabinet Z, Sheet 635 Map Records of Montgomery County, Texas (M.R.M.C.T.) conveyed to Texas Equity Ventures, LLC, by deed recorded under County Clerk's File Number (C.F.) 2014006368 Official Public Records of Montgomery County, Texas (O.P.R.M.C.T.), 2.16 acre tract lying in the John Williams Survey, Abstract 641 and being more particularly described by metes and bounds as follows;

COMMENCING at a found 5/8 inch iron rod with cap in the 70' Private Access Easement, 2.1072 acres, as shown on said recorded plat, marking the northeast corner of a called 1.568 acres, conveyed to William H. Riddle, Jr., by deed recorded under C.F. 8525647 O.P.R.M.C.T., also being the southeast corner of a called 2.12 acres, out of said Reserve "A", conveyed to Rayford Office Park, LLC, by deed recorded under C.F. 2014106790 O.P.R.M.C.T.;

THENCE South 80° 45' 22" West, along the north line of said 1.568 acres, a distance of 371.78 feet to a set 5/8 inch iron rod, marking the southwest corner of said 2.12 acres, also being the southeast corner of the herein described tract and the POINT OF BEGINNING

THENCE South 80° 45' 22" West, passing at a distance of 229.93 feet to a found 1 inch iron pipe marking the common corner of said 1.568 acres and a called 0.493 acres, conveyed to Clyde W. Cowan and wife, Janice I. Cowan, by deed recorded under C.F. 8130050 O.P.R.M.C.T. and continuing for a total distance of 349.11 feet to a found 1 1/2 inch iron pipe in the north line of said 0.493 acres, marking the southeast corner of a called 9.25 acres, English Enterprises, LLC- Lazy Lane, by deed recorded under C.F. 2013058952 O.P.R.M.C.T., also being the southwest corner of the herein described tract;

THENCE North 13° 30' 06" West, along the east line of said 9.25 acres, a distance of 287.65 feet to a set 5/8 inch iron rod with cap marking the northwest corner of the herein described tract;

THENCE North 81° 34' 06" East, a distance of 312.96 feet to a set 5/8 inch iron rod with cap in the west line of a called 0.223 acres, Access & Utility Easement, out of said Reserve "A", conveyed to said Texas Equity Ventures LLC, by deed recorded under said C.F. 2014006368 O.P.R.M.C.T., marking the northeast corner of the herein described tract;

THENCE South 20° 45' 31" East, passing at a distance of 15.35 feet a point for corner, marking the southwest corner of said 0.223 acres and continuing for a total distance of 288.22 feet to the POINT OF BEGINNING and containing a computed 2.16 acres (94,133 square feet) of land.

PARCEL I, TRACT 2: EASEMENT ESTATE

EASEMENT ESTATE APPURTENANT TO TRACT 1 ABOVE FOR PRIVATE STREET OR ROAD AS CREATED BY THAT CERTAIN ACCESS AND RIGHT-OF-WAY EASEMENT AGREEMENT BY AND BETWEEN RAYFORD PARK INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP AND RAYFORD PARK PROPERTY OWNERS ASSOCIATION, INC., A TEXAS NON-PROFIT CORPORATION, DATED SEPTEMBER 25, 2006 AND RECORDED IN 2006112364 CORRECTED BY 2007025076, OFFICIAL PUBLIC RECORDS, MONTGOMERY COUNTY, TEXAS, AND BEING A PART OF RESTRICTED RESERVE "A", RAYFORD BEND SOUTH, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET Z, SHEET 635, MAP RECORDS, MONTGOMERY COUNTY, TEXAS. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Being 2.1072 acres (91,790 square feet) of land, out of a called 11.8197 acres, conveyed to Rayford Park Investments by Deed recorded under County Clerk's File Number (C.C.F.) 2006-101599 of the Real Property Records of Montgomery County Texas (R.P.R.M.C.T.). Said 2.1072 acre tract, being out of Reserve "A" of Rayford Bend South, a Subdivision in Montgomery County Texas, described in the Map or Plat thereof recorded in Cab. Z, Sht. 635 of the Map Records of Montgomery County, Texas (M.R.M.C.T.) and lying in the John Williams Survey, Abstract 641 of Montgomery County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at a found 3/4 inch iron rod, in the North line of Spring Hills, a Subdivision in Montgomery County Texas, described in the Map or Plat thereof recorded in Volume 5, Page 313 of the M.R.M.C.T., said iron rod marking the Southwest corner of a called 3.2098 acres tract, conveyed to Wagnon Van C et al, by deed recorded under C.C.F. 9666393 R.P.R.M.C.T.;

THENCE South 85° 55' 23" West, along said North line of said Spring Hills Subdivision, pass at a distance of 54.75 feet a 1 inch iron pipe, and continuing to a total distance of 185.68 feet to a found 1 inch iron rod for corner;

THENCE South 02° 34' 47" East, continuing along said North line of said Spring Hills Subdivision, a distance of 77.03 feet, called 76.85 feet to found 1/2 inch iron rod for corner;

THENCE South 78° 33' 14" West, continuing along said North line of said Spring Hills Subdivision, pass at a distance of 42.83 feet a found 1 inch iron pipe, and continuing to a total distance of 241.79 feet to a found 3/4 inch iron rod at a fence corner, said found 3/4 inch iron rod marking the Southeast corner of a called 6.3698 acre tract conveyed to Benjamin Vaughn by deed recorded under C.C.F. 9222263 R.P.R.M.C.T., said found 3/4 inch iron rod being the same called in deed of the called 7.9374 acre tract, conveyed to WM Byrd by deed dated 10/04/1971, recorded in Volume 750, Page 853 Deed Records of Montgomery County, Texas;

THENCE North 27° 40' 03" West, a distance of 260.96 feet to a set 5/8 inch iron rod for the most Southerly corner of the herein described, being in the East line of a called 6.3698 acre tract conveyed to Benjamin Vaughn by deed recorded under C.C.F. 9222263 R.P.R.M.C.T. and a called 7.9374 acre tract, conveyed to WM Byrd by deed dated 10/04/1971, recorded Volume 750, Page 853 Deed Records of Montgomery County, Texas, also called the POINT OF BEGINNING;

THENCE North 27° 40' 03" West, along the East line of said 7.9374 acre tract, pass at a distance of 147.05 feet, a found 5/8 inch iron rod marking the Northeast corner of said 6.3698 acre tract, and the Southeast corner of a called 1.567 acre tract, conveyed to W.H. Riddle Jr. by deed recorded under C.C.F. 8525647 R.P.R.M.C.T., and continuing to a total distance of 240.25 feet to a set 5/8 inch iron rod for angle point;

THENCE North 29° 59' 39" West, a distance of 327.38 feet to an angle point.

THENCE North 30° 00' 50" West, a distance of 220.35 feet to a point of curvature;

THENCE along a curve to the right, based on a radius of 135.00 feet, an arc length of 139.69 feet, an internal angle of 59° 17' 14", a chord bearing North 00° 21' 43" East, a distance of 133.54 feet to a point of tangency;

THENCE North 31° 13' 39" East, a distance of 197.54 feet to an angle point;

THENCE North 49° 18' 18" East, a distance of 55.78 feet to a point, being in the South ROW line of Rayford Road, 100 foot ROW;

THENCE along a curve to the left, based on a radius of 1228.92 feet, an arc length of 78.16 feet, an internal angle of 03° 38' 38", a chord bearing South 67° 05' 45" East, a distance of 78.14 feet to a point for corner;

THENCE South 49° 17' 58" West, a distance of 79.39 feet to an angle point;

THENCE South 31° 13' 39" West, a distance of 185.00 feet to point of curvature;

THENCE along a curve to the left, based on a radius of 65.00 feet, an arc length of 66.28 feet, an internal angle of 58° 25' 31", a chord bearing South 00° 47' 22" East, a distance of 63.45 feet to a point of tangency;

THENCE South 30° 00' 50" East, a distance of 220.34 feet to an angle point;

THENCE South 29° 59' 39" East, a distance of 356.28 feet to a point of curvature;

THENCE along a curve to the left, based on a radius of 100.00 feet, an arc length of 101.94 feet, an internal angle of 58° 24' 20", a chord bearing South 59° 12' 27" East, a distance of 97.58 feet to a reverse point of curvature;

THENCE along a curve to the right, based on a radius of 70.00 feet, an arc length of 184.16 feet, an internal angle of 150° 44' 12", a chord bearing South 13° 02' 21" East, a distance of 135.46 feet to a point of tangency;

THENCE South 62° 19' 45" West, a distance of 87.95 feet to the POINT OF BEGINNING and containing a computed 2.1072 acres (91,790 square feet) of land.

PARCEL I, TRACT 3: EASEMENT ESTATE

EASEMENT ESTATE APPURTENANT TO TRACT 1 ABOVE FOR SIGN EASEMENT AS CREATED BY THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS AND LIENS EXECUTED BY RAYFORD PARK INVESTMENTS LP, A TEXAS LIMITED PARTNERSHIP, ANDREA G. WEBB AND EDWARD R. WEBB, TEXAS PROPERTIES, LTD., A TEXAS LIMITED PARTNERSHIP, CONROE LIGHTING & SUPPLY, INC., A TEXAS CORPORATION, HGT HOLDING, LLC, A TEXAS LIMITED LIABILITY COMPANY AND DEL PAPA VENTURES, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED MAY 8, 2009 AND RECORDED IN 2009039326, OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS, AND IN EASEMENT UNDER DOCUMENT NO. 2014054369, OFFICIAL PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS, AND BEING A PART OF RESTRICTED RESERVE "A", RAYFORD BEND SOUTH, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET Z, SHEET 635, MAP RECORDS, MONTGOMERY COUNTY, TEXAS. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Being 0.0012 acre (53 square feet) of land, out of Reserve "A", Rayford Bend South a subdivision recorded in Cabinet Z, Sheet 635 of the Map Records of Montgomery County, Texas (M.R.M.C.T.); said 0.0012 acre tract lying in the John Williams Survey, Abstract 641 and being more particularly described by metes and bounds as follows:

COMMENCING at a found 3/4 inch iron rod, in the Southwest right of way line of Rayford Road, marking the North corner of a called 1.5014 acre tract conveyed to Texaco Pipeline Inc., by deed recorded under C.C.F. 98 03564 R.P.R.M.C.T. and the most Easterly corner of a called 1.276 acre tract conveyed to Montgomery County, Texas by C.C. 2005-111168 R.P.R.M.C.T.;

THENCE South 49° 17' 58" West along the Northwest line of said 1.5014 acre tract, along the Southeast line of said 1.276 acre tract, a distance of 21.30 feet to set 5/8 inch iron rod, for the most Easterly corner of a 70' Private Access Easement recorded under C.C.F. No. 2006-112364 of the O.P.R.R.P.M.C.T.;

THENCE along a curve to the right, said curve based on a radius of 1238.92 feet, an included angle of 3° 38' 39" a chord bearing North 67° 05' 45" West, a distance of 78.15 feet, and an arch length of 78.16 feet to a set 5/8 inch iron rod for the most Northerly corner of said 70' Private Access Easement;

THENCE North 89° 15' 47" West, a distance of 33.55 feet to a point for the Northeast corner of the herein described tract, also called the POINT OF BEGINNING;

THENCE South 30° 40' 10" West, a distance of 10.89 feet to a point for the Southeast corner of the herein described tract;

THENCE North 59° 19' 50" West a distance of 4.98 feet to a point for the Southwest corner of the herein described tract;

THENCE North 30° 40' 10" East, a distance of 10.50 feet to a point for the Northwest corner of the herein described tract;

THENCE South 63° 48' 34" East, a distance of 5.00 feet to the POINT OF BEGINNING and containing a computed 0.0012 acres (53 square feet) of land.

PARCEL I, TRACT 4: EASEMENT ESTATE

EASEMENT ESTATE APPURTENANT TO TRACT 1 ABOVE FOR ACCESS AND UTILITY AS CREATED BY THAT CERTAIN WARRANTY DEED FROM RAYFORD PARK INVESTMENTS, A TEXAS LIMITED PARTNERSHIP TO TEXAS EQUITY VENTURES, A TEXAS LIMITED PARTNERSHIP, DATED JANUARY 17, 2014 AND RECORDED IN 2014006368, OFFICIAL PUBLIC RECORDS, MONTGOMERY COUNTY, TEXAS, AND BEING A PART OF RESTRICTED RESERVE "A", RAYFORD BEND SOUTH, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET Z, SHEET 635, MAP RECORDS, MONTGOMERY COUNTY, TEXAS. SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY AS FOLLOWS:

Being 0.223 acres (9,723 square feet) of land, out of Restricted Reserve "A", Rayford Bend South, a subdivision recorded in Cabinet Z, Sheet 635 of the Map Records of Montgomery County, Texas (M.R.M.C.T.); said 0.223 acres tract lying in the John Williams Survey, Abstract 641 and the C.F. Baumlin Survey, Abstract 105, and being more particularly described by metes and bounds as follows:

COMMENCING at a found 3/4 inch iron rod, in the North line of Spring Hills, a Subdivision in Montgomery County Texas, described in the Map or Plat thereof recorded in Volume 5, Page 313 of the M.R.M.C.T.; said 3/4 inch iron rod marking the Southwest corner of a called 3.2098 acres tract, conveyed to Wagon Van C et al, by deed recorded under Clerks File No. 9666393 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T.) and the Southeast corner of Restricted Reserve "A";

THENCE South 85° 55' 21" West, along said North line of said Spring Hills Subdivision, passing at a distance of 54.75 feet a found 1 inch pinch top pipe, and continuing for a total distance of 185.69 feet to a found 1 inch iron rod at fence corner;

THENCE South 02° 34' 49" West, continuing along said North line of said Spring Hills Subdivision, a distance of 77.03 feet, to a found 1/2 inch iron rod;

THENCE South 78° 33' 13" West, continuing along said North line of said Spring Hills Subdivision, passing at a distance of 42.83 feet a found 1 inch iron pipe, and continuing for a total distance of 241.79 feet, to a found 3/4 inch iron pipe, said 3/4 inch iron pipe marking the Southeast corner of a called 6.3698 acre tract conveyed to English Enterprises, LLC by deed recorded under Clerk's File No. 2013058952 O.P.R.M.C.T., and the most southerly southwest corner of Restricted Reserve "A";

THENCE North 27° 40' 05" West, along the East line of said 6.3698 acre track, passing at a distance of 408.02 feet, a found 5/8 inch iron rod marking the Northeast corner of said 6.3698 acre tract, and the Southeast corner of a called 1.568 acre tract, conveyed to William H. Riddle, Jr. by deed recorded under Clerks File No. 8525647 O.P.R.M.C.T., and continuing to a total distance of 501.21 feet, to a found 5/8 inch iron rod, in the West line of a 70 foot Private Road Easement as recorded in Clerk's File No. 2006112364 O.P.R.M.C.T., for an internal corner of said Restricted Reserve "A";

THENCE North 29° 39' 38" West, along the West line of said Private Road Easement, a distance of 280.97 feet, a set 5/8 inch iron rod with cap stamped "4833 TOWN & COUNTRY", for the Southeast corner, and the POINT OF BEGINNING, of the herein described 0.223 acre access and utility easement;

THENCE South 81° 34' 06" West, over and across said Restricted Reserve "A", a distance of 326.74 feet, to a set 5/8 inch iron rod with cap stamped "4833 TOWN & COUNTRY", for the Southwest corner of the herein described 0.223 acre access and utility easement;

THENCE North 20° 45' 31" West, continuing over and across said Restricted Reserve "A", a distance of 30.71 feet, to a set 5/8 inch iron rod with cap stamped "4833 TOWN & COUNTRY", for the Northwest corner of the herein described 0.223 acre access and utility easement;

THENCE North 81° 34' 06" East, continuing over and across said Restricted Reserve "A", a distance of 321.44 feet, to a set 5/8 inch iron rod with cap stamped "4833 TOWN & COUNTRY", in the West line of the said Private Road Easement, for the Northeast corner of the herein described 0.223 acre access and utility easement;

THENCE South 29° 39' 38" East, along the West line of said Private Road Easement, a distance of 32.26 feet, to the POINT OF BEGINNING and containing computed 0.223 acres (9,723 square feet) of land.

Parcel II: FEE

Being 2.23 acres (94,133 square feet) of land, out of the Remainder of a called 8.7874 acres, Part of Restricted Reserve "A", Rayford Bend South, recorded under Cabinet Z, Sheet 635 Map Records of Montgomery County, Texas (M.R.M.C.T.), conveyed to Texas Equity Ventures, LLC, by deed recorded under County Clerk's File Number (C.F.) 2014006368 Official Public Records of Montgomery County, Texas (O.P.R.M.C.T.), 2.23 acre tract lying in the John Williams Survey, Abstract 641 and being more particularly described by metes and bounds as follows;

COMMENCING at found 5/8 inch iron rod with cap in the 70' Private Access Easement, 2.1072 acres, as shown on said recorded plat, marking the northeast corner of a called 1.568 acres, conveyed to William H. Riddle, Jr., by deed recorded under C.F. 8525647 O.P.R.M.C.T., also being the southeast corner of a called 2.23 acres, out of said Reserve "A" conveyed to Rayford Office Park, LLC, by deed recorded under C.F. 2014106790 O.P.R.M.C.T.;

THENCE South 80° 45' 22" West, passing at a distance of 371.78 feet the common corner of said 2.12 acres and Remainder, passing at a distance of 601.71 feet to the common corner of said 1.568 acres and a called 0.493 acres, conveyed to Clyde W. Cowan and wife, Janice I. Cowan, by deed recorded under C.F. 8130050 O.P.R.M.C.T. and continuing for a total distance of 720.89 feet to a found 1 1/2 inch Iron pipe in the north line of said 0.493 acres, marking the southeast corner of a called 9.25 acres, English Enterprises, LLC- Lazy Lane, by deed recorded under C.F. 2013058952 O.P.R.M.C.T.;

THENCE North 13° 30' 06" West, along the east line of said 9.25 acres, a distance of 287.65 feet to a set 5/8 inch iron rod with cap, marking the southwest corner of the herein described tract and the POINT OF BEGINNING;

THENCE North 13° 30' 06" West, along the east line of said 9.25 acres, a distance of 344.20 feet to a found axle, marking the common corner of said 9.25 acres, a called 0.477 acres, conveyed to Luis Herrera; d/b/a Land Rover Unlimited, by deed recorded under C.F. 2008007886 O.P.R.M.C.T., the Residual of a called 1.684 acres, Charles T. Aldridge and Kathryn A. Aldridge, by deed recorded under Volume 571, Page 111 Deed Records of Montgomery County, Texas (D.R.M.C.T.) and the northwest corner of the herein described tract;

THENCE North 85° 19' 12" East, passing at a distance of the common corner of said 1.684 acres and a called 0.640 acres, conveyed to said Charles T. Aldridge and Kathryn A. Aldridge, by deed recorded under C.F. 8118608 O.P.R.M.C.T., passing at a distance of 212.10 feet to a found axle, marking the common corner of said 0.640 acres and a called 3.790 acres, conveyed to said Charles T. Aldridge and Kathryn A. Aldridge, by deed recorded under Volume 571, Page 108 D.R.M.C.T. and continuing for a total distance of 272.94 feet to a set 5/8 inch iron rod with cap, marking the northwest corner of a called Tract I, 2.05 acres, out of said Reserve "A", conveyed to Kozhaya Sokhon, LLC, by deed recorded under C.F. 2014053512 O.P.R.M.C.T., also being the northeast corner of the herein described tract;

THENCE South 20° 45' 31" East, along the west line of said 2.05 acres, passing at a distance of 317.31 feet to a set 5/8 inch iron rod with cap, common corner of a 0.0211 acre, Well Site Easement, a 0.223 acre, Access & Utility Easement, recorded under C.F. 2014006368 O.P.R.M.C.T. and the southwest corner of said 2.05 acres and continuing for a total distance of 332.67 feet to a set 5/8 inch iron rod with cap, marking the southeast corner of the herein described tract;

THENCE South 81° 34' 06" East, a distance of 312.96 feet to the POINT OF BEGINNING and containing a computed 2.23 acres (97,274 square feet) of land.

Parcel III: FEE

Being 2.12 acres (92,347 square feet) of land, out of Restricted Reserve "A", Rayford Bend South, a subdivision recorded in Cabinet Z, Sheet 635 of the Map Records of Montgomery County, Texas (M.R.M.C.T.); Said 2.12 acres tract lying in the John Williams Survey, Abstract 641 and the C.F. Baumlin Survey, Abstract 105, and being more particularly described by metes and bounds as follows:

COMMENCING at a found 3/4 inch iron rod, in the North line of Spring Hills, a Subdivision in Montgomery County Texas, described in the Map or Plat thereof recorded in Volume 5, Page 313 of the M.R.M.C.T.; said 3/4 inch iron rod marking the Southwest corner of a called 3.2098 acres tract, conveyed to Wagon Van C et al, by deed recorded under Clerks File No. 9666393 of the Official Public Records of Montgomery County, Texas (O.P.R.M.C.T.) and the Southeast corner of Restricted Reserve "A";

THENCE South 85° 55' 23" West, along said North line of said Spring Hills Subdivision, passing at a distance of 54.75 feet a found 1 inch pinch top pipe, and continuing for a total distance of 185.68 feet to a found 1 inch iron rod at fence corner;

THENCE South 02° 34' 47" West, continuing along said North line of said Spring Hills Subdivision, a distance of 77.03 feet, to a found 1/2 inch iron rod;

THENCE South 78° 33' 14" West, continuing along said North line of said Spring Hills Subdivision, passing at a distance of 42.83 feet a found 1 inch iron pipe, and continuing for a total distance of 241.79 feet, to a found 3/4 inch iron pipe, said 3/4 inch iron pipe marking the Southeast corner of a called 6.3698 acre tract conveyed to English Enterprises, LLC by deed recorded under Clerk's File No. 2013058952 O.P.R.M.C.T., and the most southerly southwest corner of Restricted Reserve "A";

THENCE North 27° 40' 03" West, along the East line of said 6.3698 acre tract, passing at a distance of 408.02 feet, a found 5/8 inch iron rod marking the Northeast corner of said 6.3698 acre tract, and the Southeast corner of a called 1.568 acre tract, conveyed to William H. Riddle, Jr. by deed recorded under Clerks File No. 8525647 O.P.R.M.C.T., and continuing for a total distance of 501.21 feet, to a found 5/8 inch iron rod, for internal corner of said Restricted Reserve "A", also being the Southeast corner, and the POINT OF BEGINNING, of the herein described 2.12 acre parcel of land;

THENCE South 80° 45' 22" West, along the most westerly South line of Restricted Reserve "A", a distance of 371.78 feet, a set 5/8 inch iron rod with cap stamped "4833 TOWN & COUNTRY", being the Southwest corner of the herein described 2.12 acre parcel of land;

THENCE North 20° 45' 31" West, over and across Restricted Reserve "A", a distance of 272.87 feet, to a set 5/8 inch iron rod with cap stamped "4833 TOWN & COUNTRY", for the Southwest corner of a 0.223 acre access and utility easement, and also being the Northwest corner of the herein described 2.12 acre parcel of land;

THENCE North 81° 34' 06" East, along the South line of said 0.223 acre access and utility easement, a distance of 326.74 feet, to a set 5/8 inch iron rod with cap stamped "4833 TOWN & COUNTRY", in the West line of a 70 foot Private Road Easement as recorded in Clerk's File No. 2006112364 O.P.R.M.C.T., for the Southeast corner of the said 0.223 acre access and utility easement, and also being the Northeast corner of the herein described 2.12 acre parcel of land;

THENCE South 29° 59' 39" East, along West line of said Private Road Easement, a distance of 280.97 feet, to the POINT OF BEGINNING and containing a computed 2.12 acres (92,347 square feet) of land.

EXHIBIT "A-1"

Easements, Licenses, and Other Restrictions and Reservations affecting the property listed as Exhibit "A"

1. The following restrictive covenants of record itemized below: Restrictive Covenants recorded in/under Cabinet Z, Sheet 635 of the Map Records; and under County Clerk's File No(s). 2009-039326, 2014054368, 2014106790, 2015090807, 2017005590 of the Official Public Records, Montgomery County, Texas.
2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
3. A drainage easement fifteen (15) feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses as shown on the recorded plat and dedication (Cabinet Z, Sheet 635 Map Records, Montgomery County, Texas).
4. Private Streets, as shown on recorded plat and dedication as set forth under Cabinet Z, Sheet 635 of the Map Records of Montgomery County, Texas; states: Further I do hereby covenant and agree that those streets located within the boundaries of this plat specifically noted as private streets, shall be hereby established and maintained as private streets by the owners, heirs and assigns to property located within the boundaries of this plat and always available for the general use of said owners and to the public for fireman, firefighting equipment, police and other emergency vehicles of whatever nature at all times and do hereby bind myself, my heirs and assigns to warranty and forever defend the title to the land so designated and established as private streets".
5. An unobstructed aerial easement for utilities, five (5) feet wide from a plane twenty (20) feet above the ground upward, and located adjacent to all easement, as shown on recorded plat and dedication as set forth under Cabinet Z, Sheet 635 of the Map Records of Montgomery County, Texas.
6. Easements under that certain Declaration of Covenants, Conditions, Restrictions, Easements, Assessments and Liens, as set forth under County Clerk's File No. 2009-039326, affected by 2014054368 Official Public Records, Montgomery County, Texas.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Rayford Park Property Owners Association, Inc.
Purpose: as provided for in said document (called Access and Right-of-Way Easement)
Recording Date: September 25, 2006
Recording No: Montgomery County Clerk's File No(s). 2006-112364

Affected by Corrected Access and Right-of-Way Easement:

Recording Date: March 5, 2007
Recording No.: Montgomery County Clerk's File No(s). 2007-025076
8. Easement(s) for the purpose(s) shown below and rights incidental thereto as dedicated in a document;

Entitled: Dedication of Unobstructed Public Utility and Aerial Easements
Reserved by: Del Papa Ventures, Ltd.
Purpose: as provided for in said document
Recording Date: March 30, 2007
Recording No: Montgomery County Clerk's File No(s). 2007-036652
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

EXHIBIT "A-1"

Easements, Licenses, and Other Restrictions and Reservations affecting the property listed as Exhibit "A"

Granted to: Texas Equity Ventures, LLC, et al
Purpose: as provided for in said document (called Access and Utility Easement)
Recording Date: January 23, 2014
Recording No: Montgomery County Clerk's File No(s). 2014006368

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Texas Equity Ventures, LLC, et al
Purpose: as provided for in said document
Recording Date: June 9, 2014
Recording No: Montgomery County Clerk's File No(s). 2014054369

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Reserved by: Texas Equity Ventures, LLC,
Purpose: as provided for in said document (called 150 foot radius sanitary and water control easement)
Recording Date: November 3, 2014
Recording No: Montgomery County Clerk's File No(s). 2014106790

12. Easements, as set out in covenants and restrictions recorded in County Clerk's File No. 2017005590 Official Public Records, Montgomery County, Texas.

13. The rights of adjoining property owner(s) and liabilities of subject property owner(s) of whatever nature, whether the same be in term of easements, liens, charges, restrictions, covenants, or any agreements and/or stipulations, established by rule of law or otherwise to the use, maintenance, and ownership of all common walls or party walls, and common foundations, roofs, and driveways, as set forth the declaration condominiums and by-laws recorded in County Clerk's File No. 2017005590 Official Public Records, Montgomery County, Texas.

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Texas Pipe Line Company
Purpose: as provided for in said document
Recording Date: June 28, 1952
Recording No: Volume 332, Page 28 Deed Records of Montgomery County, Texas

and Affected by:

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Texas Pipe Line Company
Purpose: as provided for in said document
Recording Date: August 3, 1956
Recording No: Volume 419, Page 449 Deed Records of Montgomery County, Texas

Said easement(s) shown as a 50' pipeline easement, a portion of which is located in the northernmost portion of Tract 2, by plat recorded in Cabinet Z, Sheet 635 Map Records of Montgomery County, Texas.

Said easement subject to Encroachment Agreement Recording Date: November 29, 2006. Recording No.: Montgomery County Clerks File No(s). 2006-139388;

and as shown as Note # 10 on recorded plat and dedication as set forth under Cabinet Z, Sheet 635 of the Map Records of Montgomery County, Texas.

EXHIBIT "A-1"

Easements, Licenses, and Other Restrictions and Reservations affecting the property listed as Exhibit "A"

15. Mineral and/or royalty interest as recorded in Volume 273, Page 568, Volume 355, Page 584, and Volume 463, page 116 Deed Records, Montgomery County, Texas. Title to said interest not investigated subsequent to the date of aforesaid instrument.
16. Oil, Gas and Mineral Lease, together with all rights incident thereto being more fully set out in instrument recorded in Volume 330, Page 241 of the Deed Records, Montgomery County, Texas. Said mineral interest not traced subsequent to the date of the above-cited instrument.
17. Terms, conditions, assessments and liens securing assessments, as set out in covenants and restrictions recorded in County Clerk's File No. 2009-039326, affected by 2014054368 Official Public Records, Montgomery County, Texas.
18. Terms, conditions, assessments and liens securing assessments, as set out in covenants and restrictions recorded in County Clerk's File No. 2017005590 Official Public Records, Montgomery County, Texas.
19. Terms conditions and stipulations contained in that certain Affidavit to the Public filed for record under County Clerk's File No. 2012123289 and 2015079069 of the Official Public Records of Montgomery County, Texas; regarding Surface Application On-Site Wastewater Treatment System.
20. Affidavit of Commencement filed under County Clerk's File No. 2016028661 Official Public Records, Montgomery County, Texas.
21. The Right of First Refusal as contained in the Declaration of Condominium recorded under County Clerk's File No. 2017005590 Official Public Records, Montgomery County, Texas.

**Bylaws of
Rayford Bend Office Park Owners Association**

Basic Information

- Association:** Rayford Bend Office Park Owners Association, established by the certificate of formation filed with the secretary of state of Texas on January 23, 2017, under file number 7100067120002, a Texas nonprofit corporation.
- Principal Office:** 61 Carlton Woods Drive, The Woodlands, TX 77382
- Declaration:** The Declaration of Rayford Bend Office Park, a condominium, recorded under file number 2017005590 of the real property records of Montgomery County, Texas.
- Definitions:** Capitalized terms used but not defined in the Bylaws have the meaning set forth in the Declaration.
- Voting Members:** Members entitled to vote or their proxies. Any Member delinquent in payment of any Assessment is not a Voting Member.

A. Members and Member's Meetings

A.1. Membership. Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Unit.

A.2. Place of Members Meetings. Members meetings will be held at the Association's principal office or at another place designated by the Board.

A.3. Annual Meetings. The first Members meeting will be held within three months after the formation of the Association. Subsequent regular annual Members meetings will be held on the first Monday in September of each calendar year.

A.4. Special Meetings. The president, a majority of the Board, or Owners having at least 20 percent of the votes of the Association may call special meetings.

A.5. Notice of Members Meetings.

A.5.a. Requirements. Except as provided in paragraph F.6., written notice stating the place, day, and hour of each Members meeting, other than a reconvened meeting, must be given to each Member not less than 10 nor more than 60 days before the meeting. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to a Member is deemed given when hand delivered or mailed. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, properly addressed, postage prepaid. Upon written request of a Member, the Association shall inform the Member of the time and place of the next regular or special meeting of the Association Members.

A.5.b. Meetings at which Amendments Considered. The Members cannot meet to adopt an amendment or other change to the Declaration, articles of incorporation, bylaws, or rules of the Association (the "Governing Documents") unless written notice is given to each Member, in a document showing the specific amendment or other change that would be made to the Governing Documents, after the twentieth day but before the tenth day preceding the meeting, by either (i) personal delivery as shown by a receipt signed by the Member, or (ii) deposit in the United States mail as shown on the postmark date.

A.6. Waiver of Notice. A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

A.7. *Quorum.* Members holding 11 percent of the votes in the Association, in person or by proxy, are a quorum. If a Members meeting cannot be held because a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the reconvened meeting, 11 percent of the Voting Members is a quorum. If a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the second reconvened meeting, 11 percent of the Voting Members is a quorum. Written notice of the place, date, and hour of each reconvened meeting must be given to each Member not more than 60 nor less than 10 days before the reconvened meeting.

A.8. *Majority Vote.* Votes representing more than 50 percent of the votes at a meeting at which a quorum is present are a majority vote.

A.9. *Proxies.* Voting Members may vote by written proxy.

A.10. *Conduct of Meetings.* The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record Member action at the meeting in the minutes book.

B. Board

B.1. *Governing Body; Composition.* The affairs of the Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in the certificate of formation. Each director must be a Member or, in the case of an entity Member, a person designated in writing to the secretary.

B.2. *Number of Directors.* The Board consists of not less than three nor more than five directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

B.3. *Term of Office.* The initial directors serve until the first annual meeting of Members.

The terms of directors will be staggered. At least one-third of the Board will be elected each year. The initial Board will determine the initial term, not to exceed three years, of each director. At the expiration of the initial term of a director, each successor will have a term of two years.

Directors may serve consecutive terms.

B.4. *Election.* Within 120 days after Declarant has conveyed 50 percent of the Units to Owners other than Declarant, the Members shall elect not less than one-third of the Board members at a meeting for such purpose. Not later than the 120th day after conveyance of 75 percent of the Units to Owners other than Declarant, the Voting Members will elect the directors of the Association and its officers as herein provided. At subsequent annual Members meetings, successors for each director whose term is expiring will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.

B.5. *Removal of Directors and Vacancies*

B.5.a. *Removal by Members.* Any director may be removed, with or without cause, by a majority of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal.

B.5.b. *Removal by Board.* Any director may be removed at a Board meeting if the director-

- i. failed to attend three consecutive Board meetings;

- ii. failed to attend thirty percent of Board meetings within one year;
- iii. is delinquent in the payment of any Assessment for more than thirty days; or
- iv. is the subject of an enforcement action by the Association for violation of the Dedicatory Instruments.

B.5.c. Vacancies. A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or is no longer a Member.

B.5.d. Successors. If a director is removed or a vacancy exists, a successor will be elected by the remaining directors for the remainder of the term.

B.6. Compensation. Directors will not receive compensation. A director may be reimbursed for expenses approved by the Board.

B.7. Powers. The Board has all powers necessary to administer the Association's affairs.

B.8. Management. The Board may employ a managing agent and delegate specified powers of the Board to the managing agent. Declarant, or an affiliate of Declarant, may be the managing agent.

B.9. Accounts and Reports. Accounting must conform to good accounting practices. The Association shall obtain an annual audit of its records in accordance with section 82.114(c) of the Act. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:

- a. An income statement reflecting all income and expense activity for the preceding period.
- b. A statement reflecting all cash receipts and disbursements for the preceding period.
- c. A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.
- d. A balance sheet as of the last day of the preceding period.
- e. A delinquency report listing all Owners who are delinquent by more than sixty days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

B.10. Borrowing. The Board may borrow money to maintain, repair, or restore the Common Elements without the approval of the Members. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any other purpose.

B.11. Rights of Association. With respect to the Common Elements, and in accordance with the Declaration, the Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

C. Board Meetings

C.1. Regular Meetings. Regular meetings of the Board will be held at such time and place as determined by the Board, but at least 4 such meetings will be held during each fiscal year. Notice of the time and place of the meetings will be given to directors not less than ten days and not more than twenty days before the meetings. Board meetings must be open to Members, subject to the right of the Board to adjourn a meeting of

the Board and convene in executive session to consider actions involving personnel, pending litigation, contract negotiations, enforcement actions, matters involving the invasion of privacy of Members, or matters that are to remain confidential by request of the affected parties and agreement of the Board. The general nature of any business to be considered in executive session must first be announced at the open meeting.

C.2. *Special Meetings.* Special meetings will be held when called by written notice signed by the president or by any two directors. The notice will specify the time and place of the meeting and the matters to be covered at the meeting.

C.3. *Subsequent Meetings.* Upon written request of a Member, the Association shall inform the Member of the time and place of the next regular or special meeting of the Board.

C.4. *Meeting at which Amendment Considered.* The Board cannot meet to adopt an amendment or other change to the Declaration, articles of incorporation, bylaws, or rules of the Association (the "Governing Documents") unless the Board gives written notice to each Member, in a document showing the specific amendment or other change that would be made to the Governing Documents, after the twentieth day but before the tenth day preceding the meeting, by either (a) personal delivery as shown by a receipt signed by the Member, or (b) deposit in the United States mail as shown on the postmark date.

C.5. *Waiver of Notice.* The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either (i) proper notice of the meeting was given to each director and all Members who are entitled to notice of the meeting or (ii) a written waiver of notice is given by any director who did not receive proper notice of the meeting and all Members who are entitled to notice of the meeting. Proper notice of a meeting will be deemed given to any director or Member who attends the meeting without protesting before or at its commencement about the lack of proper notice.

C.6. *Quorum of Board.* At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than ten nor more than twenty days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

C.7. *Conduct of Meetings.* The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors.

C.8. *Action without Meeting.* Unless the Association's certificate of formation or the Declaration provides otherwise, the Board may act by unanimous written consent of all the directors, without a meeting, if (a) the Board action does not involve voting on a fine, damage assessment, appeal from a denial of architectural control approval, or suspension of a right of a particular Association Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense on the issue; and (b) a record of the Board action is filed with the minutes of Board meetings.

C.9. *Proxies.* Directors may vote by written proxy provided, however, that any director present through written proxy may not be counted towards a quorum.

D. Officers

D.1. *Officers.* The officers of the Association are a president, vice president, secretary, treasurer, and any other position designated by the Board. The officers have the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

D.2. *Election, Term of Office, and Vacancies.* Officers will be elected annually by the Board at the first

meeting of the Board following each annual meeting of the Voting Members. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

D.3 Removal. The Board may remove any officer whenever, in the Board's judgment, the interests of the Association will be served thereby.

D.4 Powers and Duties. Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Board. The president is the chief executive officer of the Association. The treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

D.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

E. Committees

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

F. Miscellaneous

F.1 Fiscal Year. The Board may establish the Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Association's fiscal year is a calendar year.

F.2 Rules for Meeting. The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

F.3 Conflict. The Declaration controls over these Bylaws.

F.4 Examination of Books and Records

F.4.a Examination by Member. After a written request to the Association, a Member may examine and copy, in person or by agent, any Association books and records relevant to that purpose. The Board may establish rules concerning the (i) form of the request; (ii) reasonable hours and days of the week for the inspection; and (iii) payment of costs related to a Member's inspection and copying of books and records.


F.4.b Examination by Director. A director has the right, at any reasonable time and at the Association's expense, to examine and copy the Association's books and records at the Association's Principal Office and to inspect the Association's properties.

F.5 Notices. Any notice required or permitted by the Dedicatory Instruments must be in writing. Notices regarding enforcement actions must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member at the Member's last known address according to the Association's records and the Association, the Board, or a managing agent at the Association's Principal Office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

F.6 Amendment. These Bylaws may be amended only by the vote of seventy percent of the Voting Members in the Association.

The officers who are authorized to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association are as follows: the President, Secretary and Treasurer.

Rayford Bend Office Park Owners Association, a Texas nonprofit corporation

By 
_____, President

STATE OF TEXAS)

COUNTY OF Montgomery)
_____)

This instrument was acknowledged before me on January 30, 2017, by Jose Guerrero, President, of Rayford Bend Office Park Owners Association, a Texas nonprofit corporation, on behalf of said nonprofit corporation.



Notary Public, State of Texas
My commission expires: _____

