

Declaration of
Dry Creek Office Park,
a Condominium

Basic Information

Date: June 14th, 2017

Declarant: TEV Dry Creek, LLC, a Texas Limited Liability Company

Declarant's Address:

TEV Dry Creek, LLC

Association: Office Park at Dry Creek 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 other matters to which the condominium is or may become subject to as described on Exhibit "A-1". A survey of the subject Property is attached as Exhibit "A-2".

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

Reservations from Declaration: None

Property Subject to Development Right of Withdrawal: None, except as defined herein.

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 Lot.

"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 term 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 use of a Unit is limited exclusively to office, business and professional purposes and any incidental use permitted by this Declaration. No portion of any Unit shall ever be used for residential, restaurant, or retail sales purposes. No portion of any Unit shall ever be used for a purpose which would increase the required number of automobile parking spaces and/or violate an applicable governmental ordinance.

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 or 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 advertising the Units for sale or lease, or other signs or objects whatsoever, may be erected, placed on or about, or permitted to remain on the Property, place in or on any outside facing window or may be visible from the windows in the Units without written authorization of the Board. The Board's authorization may specify the location, nature, dimensions, number, and time period of any advertising sign.

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;

f. No animal, bird, fish (excluding small aquarium fish) reptile, or insect of any kind may be kept, raised, or bred anywhere on the Property;

g. No person may perform landscaping, planting, or gardening anywhere upon the Property, without the Board's prior written authorization.

D. Units

D.1. *Number of Units.* The number of Units in the Condominium is as shown on Exhibit D. Declarant reserves the right to create additional Units as specified herein and to withdraw parcels in the future.

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

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. *Window Restrictions.* All window treatments within each Unit, that are visible from the street or another Unit must be white in color unless authorized in writing by the Board.

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.

D.10. *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".

E. Association

E.1. *Establishment and Governance.* The Association is established by filing its Certificate of Formation and its 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. 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 during the time period of Declarant Control only, as defined herein:

- a. to add real property to a condominium, including but not limited to Block 2, Restricted Reserve

"B", described as 3.38 acres out of Dry Creek, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet Z, Sheet 3894 of the Plat Records of Montgomery County, Texas.

- b. to create units, common elements, or limited common elements within a condominium, not to exceed 50 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.

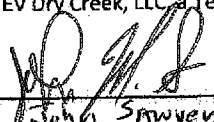
M.3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

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.

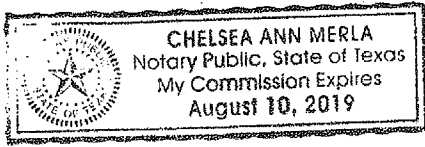
M.6. *Notices.* Any notice required or permitted by the Dedicatory Instruments must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether 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.

TEV Dry Creek, LLC, a Texas Limited Liability Company,



John Sawyer, Manager

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CMerla
Notary Public, State of Texas
My commission expires: August 10, 2019

After recording, please return to:

Exhibit "A"

Block 1, Restricted Reserve "A", described as 1.00 acres out of Dry Creek, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet Z, Sheet 3894 of the Plat Records of Montgomery County, Texas.

Exhibit "A-1"

Easements, Licenses and Other Restrictions and Reservations

affecting the property listed as Exhibit "A"

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.

An unobstructed aerial easement for utilities, five (5) feet in width from a plane twenty (20) feet above the ground upward, as shown on the recorded plat and dedication.

One-foot reserve along the boundary lines adjacent to Hidden Lake Drive, dedicated as a buffer separation between the side or end of streets where such streets abut adjacent acreage as imposed by the Map and Dedication recorded in Cabinet T, Sheet 3, of the Map Records of Montgomery County, Texas.

Easement granted to Southwestern Bell Telephone Company as defined in instrument recorded in Clerk's File No. 8007682, of the Real Property Records of Montgomery County, Texas and as shown on the recorded plat and dedication

A 5 foot utility easement granted to CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Houston, a division of CenterPoint Energy Resources Corporation, as defined in instrument recorded in Clerk's File No. 2003-027070, of the Real Property Records of Montgomery County, Texas and as shown on the recorded plat and dedication

An easement for utility purposes granted to Universal Natural Gas, Inc., a Texas corporation being more fully defined in instrument recorded in/under Clerk's File No. 2015076433 of the Real Property Records of Montgomery County, Texas and as shown on the recorded plat and dedication.

Terms, conditions and stipulations contained in that certain Easement Agreement for Utilities

Executed by: Rayford DW Investments, LTD, a Texas limited partnership Recording Date:
August 6, 2015

Recording No: County Clerk's File No. 2015076917, as set forth therein.

Terms, conditions and stipulations contained in that certain Easement Agreement for Drainage:

Executed by: Rayford DW Investments, LTD, a Texas limited partnership Recording Date:
August 6, 2015

Recording No: County Clerk's File No. 2015076918, as set forth therein.

Terms conditions and stipulations contained in that certain Affidavit to the Public filed for record under County Clerk's File No. 9635114 of the Official Public Records of Montgomery County, Texas; regarding

Surface Application On-Site Wastewater Treatment System; and as shown on the recorded plat and dedication.

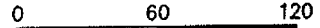
Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, recorded in Volume 328, Page 314, Volume 638, Page 225, Volume 655, Page 9, Volume 655, Page 141,

Volume 655, Page 734, Volume 656, Pages 536 and 539, of the Deed Records of Montgomery County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

Mineral and/or royalty interest(s) as recorded in Volume 581, Page 44, and Volume 581, Page 48, of the Deed Records of Montgomery County, Texas. Title to said interest(s) not investigated subsequent to the date of aforesaid instrument(s).

EXHIBIT "A-2"

GRAPHIC SCALE



1 INCH = 60 FT.

GENERAL NOTES

- Grid coordinates shown hereon are based on Texas Central Zone No. 4203, (NAD83) and may be brought to the surface by applying the following combined scale of 0.99999714. Distances as shown are surface (ground).
- Existing Grid coordinates based off recorded subdivision plot of Dry Creek Subdivision, Reserve "A", Block 1 filed in the Map Records of Montgomery County, Texas, under Cabinet Z, Sheet 3894 and File No. 2018-032957.
- Improvements are proposed and were not located on the ground at the time of this exhibit.

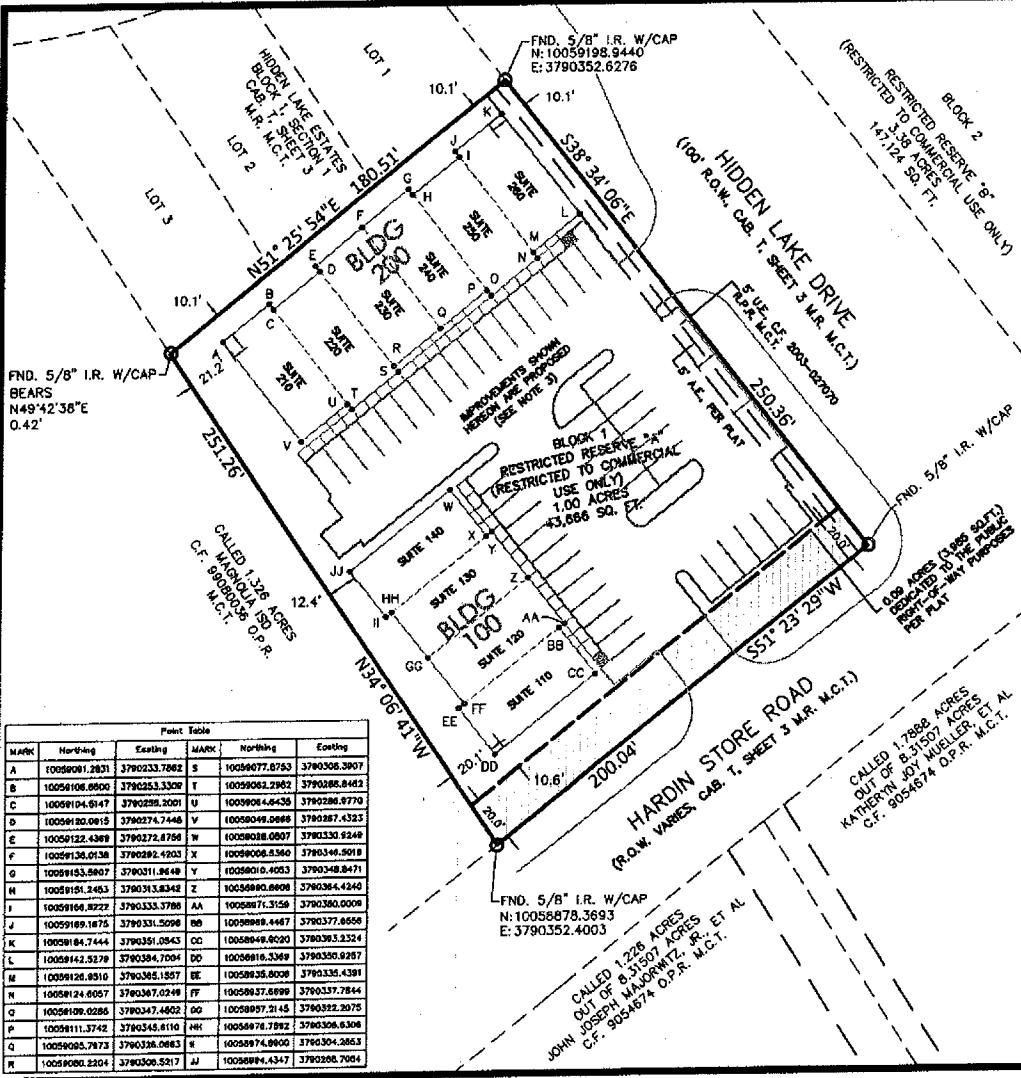
To Lewis Walker:
I certify that this survey was made on the ground, that this plot correctly represents the facts found at the time of survey and that this professional service substantially conforms to the current Texas Society of Professional Surveyors Standards and Specifications.

Jay Dean Canine
Registered Professional Land Surveyor
Texas Registration No. #4345
Date: June 8, 2017

**HARDIN STORE CONDOMINIUM EXHIBIT
OUT OF RESERVE 'A', BLOCK 1
DRY CREEK
CAB. Z, SHEET 3894 M.R. M.C.T.
LYING IN THE
JAMES BROWN SURVEY, ABSTRACT 78
MONTGOMERY COUNTY, TEXAS**



TOWN AND COUNTRY SURVEYORS
A LANDPOINT COMPANY
2815 SANDYBROOK BLVD. SUITE 1000
THE WOODLANDS, TX 77380
(281) 462-9700
www.landpoint.com
TSPS# 1002, 1003, 1004-1012



MARK	Northing	Easting	MARK	Northing	Easting
A	10059081.2831	3790233.7882	S	10059077.8753	3790308.3907
B	10059106.8600	3790253.3309	T	10059062.2952	3790388.8463
C	10059104.8147	3790258.2001	U	10059008.46430	3790286.9770
D	10059100.0915	3790274.7448	V	10059048.8688	3790287.4323
E	10059132.4389	3790272.8798	W	10059038.0007	3790330.9249
F	10059138.0138	3790282.4203	X	10059008.8386	3790348.5019
G	10059183.8907	3790311.8448	Y	10059010.4053	3790348.8471
H	10059191.2453	3790313.8342	Z	10058990.8808	3790364.4240
J	10059186.8222	3790333.3786	AA	10058971.3158	3790380.0009
K	10059189.1875	3790331.5098	BB	10058989.4487	3790377.8658
L	10059184.7444	3790351.0543	CC	10058948.8030	3790383.5324
M	10059126.8510	3790385.1937	DD	10058916.3389	3790350.9287
N	10059124.8057	3790387.0248	EE	10058937.8898	3790337.7844
O	10059109.0285	3790347.4802	FF	10058997.2145	3790382.3075
P	10059111.3742	3790345.8110	GG	10058976.7982	3790308.6306
Q	10059085.7873	3790328.0883	HH	10058974.8600	3790304.2853
R	10059080.2304	3790308.5217	JJ	10058984.4347	3790288.7084

EXHIBIT "C"

Bylaws of Office Park at Dry Creek Owners Association

Basic Information

Association: Office Park at Dry Creek Owners Association, established by the certificate of formation filed with the secretary of state of Texas on _____, 2017, under file number _____, a Texas nonprofit corporation.

Principal Office: 61 Carlton Woods Drive, The Woodlands, TX 77382

Declaration: The Declaration of _____, a condominium, recorded under file number _____ 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 second 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.

Office Park at Dry Creek Owners Association, a Texas nonprofit corporation

By _____, President

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2017, by _____, President, of Office Park at Dry Creek Owners Association, a Texas nonprofit corporation, on behalf of said nonprofit corporation.

Notary Public, State of Texas
My commission expires: _____

COPIES

Exhibit "D"

Condominium Unit	Building	Percentage Share of Common Area Ownership	Percentage Share of Common Area Liability	Vote
110	100	10.00	10.00	1
120	100	10.00	10.00	1
130	100	10.00	10.00	1
140	100	10.00	10.00	1
210	200	10.00	10.00	1
220	200	10.00	10.00	1
230	200	10.00	10.00	1
240	200	10.00	10.00	1
250	200	10.00	10.00	1
260	200	10.00	10.00	1

E-FILED FOR RECORD

06/16/2017 01:40PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

06/16/2017



County Clerk
Montgomery County, Texas