

Denton County
Juli Luke
County Clerk

Instrument Number: 60632

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DECLARATION

Recorded On: June 12, 2023 12:36 PM

Number of Pages: 28

" Examined and Charged as Follows: "

Total Recording: \$134.00

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Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 60632
Receipt Number: 20230612000392
Recorded Date/Time: June 12, 2023 12:36 PM
User: Calinda B
Station: Station 20

Record and Return To:

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STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

CONDOMINIUM DECLARATION

FOR

BREEZEWAY BUSINESS PARK 2818525-60405

This CONDOMINIUM DECLARATION FOR BREEZEWAY BUSINESS PARK (this "**Declaration**") is made to be effective as of the 8th day of June, 2023 (the "**Effective Date**"), by BREEZEWAY BUSINESS PARK LLC, a Texas limited liability company ("**Declarant**"), for itself, its successors, grantees and assigns.

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of that certain tract of land (the "**Land**") located in the Town of Little Elm, Denton County, Texas, as more particularly set forth in **Exhibit A**, attached hereto and incorporated herein by reference, and all improvements situated thereon and appurtenances located thereon or belonging or pertaining thereto (the Land, improvements and appurtenances are herein collectively referred to as the "**Property**");

WHEREAS, Declarant intends to construct and sell commercial Buildings (hereinafter defined) and related facilities and improvements on the Land, and Declarant desires to submit the Property to Condominium Ownership (hereinafter defined) pursuant to the Condominium Act (hereinafter defined); and

WHEREAS, Declarant desires to establish a comprehensive plan for the Project (hereinafter defined) pursuant to the terms and provisions of this Declaration.

NOW, THEREFORE, Declarant makes the following declarations:

ARTICLE I
NAME AND DEFINITIONS

1.01 NAME. The name by which this Condominium is to be identified is BREEZEWAY BUSINESS PARK; provided, however, the Board (hereinafter defined) may authorize the use of one or more assumed names in addition to, or in lieu of, such name.

1.02 DEFINITIONS. For all purposes in this Declaration and the Certificate of Formation and Bylaws of the Association, the following terms shall have the following meanings:

(a) "**Allocated Interests**" means the undivided interest in the Common Elements and the Common Expenses and the voting rights appurtenant to each Building. Such Allocated Interests in the Common Elements shall be on a non-exclusive basis and shall be shared with the other Owners.

(b) "**Allocated Interests Table**" means the table contained in **Exhibit C** attached hereto and incorporated herein, which describes the Allocated Interests for each Building.

(c) "**Assessment(s)**" means Regular Assessments, Working Capital Assessments, transfer fees and fees related to Resale Certificates, Special Assessments, dues, fees, charges, interest, late fees, fines, collection costs, attorneys' fees, and any other amount due to the Association by an Owner.

(d) "**Assessment Lien**" shall have the meaning set forth in **Section 4.11** hereof.

(e) "**Association**" means the BREEZEWAY BUSINESS PARK ASSOCIATION, INC., a Texas nonprofit corporation, its successors and/or assigns, which is responsible for the operation of the Project and maintenance of the Common Elements.

(f) "**Board**" means the Board of Directors or other representative body responsible for the administration of the Association.

(g) "**Building(s)**" means the structure(s) constructed or to be constructed on the Land as identified in the Site Plan, which Buildings will be sold to the Owners and/or retained by the Declarant.

(h) "**Bylaws**" mean the Bylaws of the Association adopted by the Board, as may be amended from time to time.

(i) "**Certificate of Formation**" means the Certificate of Formation of the Association filed with the Secretary of State of the State of Texas, as may be amended from time to time.

(j) "**Condominium**" means the BREEZEWAY BUSINESS PARK to be developed on the Land and which is submitted to Condominium Ownership pursuant to and encumbered by this Declaration.

(k) "**Condominium Act**" means the Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et seq., as amended from time to time.

(l) "**Condominium Ownership**" means that form of ownership of real property created pursuant to the provisions of the Condominium Act, and which is composed of the Buildings that may be owned by one or more Persons and, appurtenant to each Building, an undivided share in the Common Elements.

(m) "**Commencement Date**" shall have the meaning set forth in **Section 4.07** hereof.

(n) "**Common Elements**" means all portions of the Project, including both the General Common Elements and the Limited Common Elements, but excluding the Buildings.

(o) "**Common Expense(s)**" means all expenses, assessments, reserves or financial liabilities of the Association incurred pursuant to this Declaration and/or allocated to the Association pursuant to this Declaration, the Bylaws or a resolution duly adopted by the Board or the Owners.

(p) "**County**" means Denton County, Texas.

(q) "**Declarant**" means BREEZEWAY BUSINESS PARK LLC, a Texas limited liability company, whose address is 15118 King Road, Suite 240, Frisco, Texas 75036, and any assignee of Declarant evidenced by a written instrument recorded in the real property records of the County, assigning the rights of Declarant hereunder.

(r) "**Declaration**" shall have the meaning set forth in the introductory paragraph hereof.

(s) "**Declarant Control Period**" means the period commencing on the Effective Date and continuing until one hundred twenty (120) days after the date that deeds to not less than seventy-five percent (75%) of the Buildings conveying the Buildings to Owners other than Declarant have been recorded in the real property records of the County.

(t) "**Development Rights**" shall have the meaning set forth in **Section 8.02** hereof.

(u) "**Effective Date**" shall have the meaning set forth in the introductory paragraph hereof.

(v) "**First Lien Indebtedness**" means any indebtedness secured by a first and prior lien or encumbrance upon a Building.

(w) "**Fiscal Year**" shall mean that period commencing on January 1 and ending on December 31 of each year.

(x) "**General Common Element(s)**" means all portions of the Common Elements that are not Limited Common Elements.

(y) "**GI Lien**" shall have the meaning set forth in **Section 2.10(b)** hereof.

(z) "**Governing Instruments**" mean this Declaration, the Certificate of Formation and the Bylaws, as such may be amended from time to time.

(aa) "**Governmental Impositions**" shall have the meaning set forth in **Section 2.10(a)** hereof.

(bb) "**Institutional Mortgagee**" means any bank, savings and loan association, building and loan association, state savings and loan association, credit union, institutional investor, mortgage banker, the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation, federal or state agency, insurance company, real estate investment trust and/or any other similar type of lender generally recognized as an institutional-type lender which is the holder, insurer or guarantor of First Lien Indebtedness and which has provided the Association with written notice of its name, address and description of the Building upon which it holds the First Lien Indebtedness and the successors and/or assigns of such entities.

(cc) "**Land**" shall have the meaning set forth in the Recitals herein.

(dd) "**Limited Common Elements**" means those portions of the Common Elements that are allocated or designated as such by the Condominium Act, this Declaration and/or the Site Plan

for the exclusive use of one or more, but less than all, of the Buildings. Without limiting the foregoing, the Limited Common Elements include those areas, if any, designated as Limited Common Elements on the Site Plan or the Limited Common Elements Table (herein so called) attached hereto as **Exhibit B-1** and incorporated herein by reference or designated as such by the Declarant (during the Declarant Control Period) or the Association (after the Declarant Control Period).

(ee) "**Maintenance Fund**" shall have the meaning set forth in **Section 4.01** hereof.

(ff) "**Owner(s)**" means the owner(s) of a fee simple estate in the Building(s).

(gg) "**Person**" means an individual, partnership, limited partnership, limited liability company, foreign limited liability company, trust, estate, corporation, custodian, trustee, executor, administrator, nominee or entity in a representative capacity.

(hh) "**Project**" means the Property submitted to Condominium Ownership as provided herein, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

(ii) "**Property**" shall have the meaning set forth in the Recitals herein.

(jj) "**Regular Assessments**" shall have the meaning set forth in **Section 4.02** hereof.

(kk) "**Site Plan**" means the drawing, plan, and/or plat that identify each Building and the Common Elements and their relative locations (or proposed locations) and approximate dimensions (or proposed dimensions), which initial Site Plan is attached hereto as **Exhibit B** and incorporated herein by reference.

(ll) "**Special Assessments**" shall have the meaning set forth in **Section 4.05** hereof.

(mm) "**Special Declarant Rights**" shall have the meaning set forth in **Section 8.01** hereof.

(nn) "**Utility Service(s)**" shall have the meaning set forth in **Section 2.02(b)** hereof.

ARTICLE II **THE PROPERTY**

2.01 PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP. Subject to easements, restrictions, reservations and other matters of record, Declarant, being the owner of fee simple title of record to the Property, does hereby submit the Property to Condominium Ownership pursuant to the presently existing provisions of the Condominium Act. The actual and/or proposed locations, dimensions, descriptions, identification, numbering and/or lettering of the respective Buildings shall be as described in the Site Plan and any subsequent amendments or modifications thereto as is hereinafter provided.

2.02 EXCLUSIVE OWNERSHIP AND POSSESSION. (a) Each Owner shall be entitled to the exclusive ownership and possession of such Owner's Building. Any Building may

be jointly or commonly owned by more than one Person. Except as otherwise permitted herein, no Building may be subdivided. The boundaries of the Buildings shall be and are based on the exterior surfaces of the perimeter walls, floors and roof of the Building. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and other finished surface materials are a part of the Building. An Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, floors, ceiling, windows and doors bounding such Owner's Building. No alterations to the exterior of the Buildings shall be made without the prior written approval of the Declarant (during the Declarant Control Period) and the Board (after the Declarant Control Period) and only in accordance with all applicable laws.

(b) Notwithstanding anything contained in **Section 2.02(a)** above, an Owner shall not be deemed to own the utility infrastructure or service lines in the Common Elements and outside of such Owner's Building, including, without limitation, electricity, telephone, sewer, water, lighting, irrigation, drainage, internet, satellite television facilities, cable television and electronic security facilities and service lines (collectively, the "**Utility Services**"; each service individually a "**Utility Service**"), servicing the Owner's Building that are utilized for or serve more than one Building, except as a tenant in common with the other Owners.

2.03 COMMON ELEMENTS. Except with respect to the Limited Common Elements, each Owner shall be entitled to use and enjoy an undivided interest in the Common Elements in the percentage expressed in the Allocated Interests Table. Except as provided in **Section 2.06** hereof and as otherwise set forth herein, an Owner's percentage Allocated Interest in the Common Elements (a) shall not be altered without the consent of the affected Owner (expressed in a duly recorded amendment to this Declaration), (b) shall not be separated from the Building to which it pertains, and (c) shall be deemed to be conveyed or encumbered or released from liens with the Building even though the Allocated Interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner, and such Owner's guests, invitees and tenants, may use the Common Elements on a non-exclusive basis in accordance with the purpose for which they are intended as long as such use does not hinder or encroach upon the lawful rights of the other Owners and is in compliance with this Declaration and all rules and policies of the Association.

2.04 LIMITED COMMON ELEMENTS. The Common Elements designated as Limited Common Elements in **Section 1.02(dd)** hereof are reserved for the exclusive use of the Owners of the Building to which they are appurtenant.

2.05 ALLOCATION OF LIMITED COMMON ELEMENTS. Declarant reserves the right to allocate and/or reallocate the areas specified as "**Limited Common Elements**" on the Site Plan as Limited Common Elements for the exclusive use of the Owners to which these specified areas are appurtenant. In that regard, (a) the fenced backyard adjacent to the Managing Agent Unit is a Limited Common Element for such unit, and (b) all parking spaces directly in front of a Building shall be such Building's Limited Common Elements, while all parking spaces on the side of a Building shall be considered General Common Elements. Declarant may, pursuant to the Condominium Act, assign such Common Elements to be Limited Common Elements by recording an appropriate amendment to this Declaration. Such allocations and/or reallocations by Declarant may be to Buildings owned by Declarant. Subsequent to the Declarant Control Period, the allocation and reallocation rights granted pursuant to this **Section 2.05** shall pass from the

Declarant to the Board, and the Declarant may not thereafter exercise any such right; provided that the Association and the Board cannot reallocate or remove the Managing Agent Unit and adjacent fenced backyard, which is Managing Agent Unit's Limited Common Element, without such party's prior written consent pursuant to Section 82.058 of the Texas Property Code.

2.06 ALLOCATED INTERESTS. (a) The Allocated Interests for each Building are set out on the Allocated Interests Table and have been calculated on the basis of the percentage interest the Building bears to the total square footage of all of the Buildings.

(b) The Allocated Interests for each Building may be subject to reallocation by the Association in the event of: (i) damage to or destruction of a portion of a Building if the Building, or affected portion, is not rebuilt, (ii) the exercise by Declarant of any Development Right (set out in **Section 8.02** hereof), or (iii) the amendment of the Declaration to accommodate a modification of the Site Plan. Upon such event, Declarant or the Association, as applicable, shall prepare, execute and record an amendment to the Allocated Interests Table reflecting such reallocation.

2.07 PARTITION OF COMMON ELEMENTS. The Common Elements shall remain undivided and shall not be the object of an action for partition or division of ownership so long as the Property remains under the Condominium Ownership.

2.08 EASEMENTS. Each of the following easements is a covenant running with the Land and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and each shall survive termination of the Condominium established herein:

(a) Utility Easements. Easements as may be required for the Utility Services in order to adequately service the Project and Buildings shall be or have been established. Each Owner is hereby prohibited from taking any action within or outside such Owner's Building that interferes with or impairs the Utility Services using these easements. The Association or its designee shall have a right of access to each Building and the improvements constructed therein when necessary for the maintenance, repair or replacement of any Common Elements and any Utility Services; provided, however, such right of access shall not be deemed to be an easement and shall not unreasonably interfere with the Owner's permitted use of the Building, and, except in the event of an emergency, entry into any Building shall be made on reasonable notice to the Owner.

(b) Easement of Support. Every portion of a Building contributing to the support of the Project or an adjacent Building shall be burdened with an easement of support for the benefit of the Project and adjacent Building, as applicable.

(c) Use of Common Elements. The Common Elements are hereby declared to be subject to a perpetual, non-exclusive easement in favor of the Owners, their invitees, licensees and tenants for all proper and normal purposes and all purposes incidental thereto, subject to the terms hereof and to any restrictions, rules and policies enacted or created by the Declarant (during the Declarant Control Period) or Association (after the Declarant Control Period) from time to time.

(d) Encroachments. If any portion of the Common Elements encroaches upon any Building, if any Building encroaches upon any other Building or upon any portion of the Common Elements, or if any encroachment shall hereafter occur as a result of (i) construction or

reconstruction of any Building or other improvements, (ii) settling or shifting of any improvements, (iii) any addition, alteration, or repair to the Common Elements made by or with the consent of the Declarant (during the Declarant Control Period) or Association (after the Declarant Control Period), (iv) any repair or restoration of any improvements or any Building after damage by fire or other casualty, or (v) any taking by condemnation or eminent domain proceedings of all or any portion of any Building or of the Common Elements, then a valid easement shall exist for such encroachment for so long as the encroachment exists; provided, however, no valid easement will exist in favor of any Owner if the encroachment was created by the willful or grossly negligent conduct of such Owner. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the affected Owners and their respective designees.

(e) Grant of Additional Easements. Declarant hereby reserves for both Declarant (during the Declarant Control Period) and the Association (after the Declarant Control Period) the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of the Owners and their invitees, licensees and tenants, or in favor of any other Person, or (ii) modify, relocate, abandon or terminate existing easements within or outside the Project in favor of the Association and/or the Owners and their invitees, licensees and tenants, or in favor of any Person, as the Association may deem desirable to ensure the proper operation and maintenance of the Project, or for any other reason or purpose. So long as any such additional easements, or the modification, relocation or abandonment of existing easements, will not unreasonably or adversely interfere with the use by the Owner of such Owner's Building, no joinder of such Owner or any Institutional Mortgagee of such Owner's Building shall be required. In the event the same would unreasonably or adversely interfere with the use of such Owner's Building, only the joinder of such Owner and Institutional Mortgagee of such Owner's Building so affected shall be required. To the extent required, all Owners hereby irrevocably appoint Declarant (during the Declarant Control Period) and the Association (after the Declarant Control Period) as their attorney-in-fact for the foregoing purposes.

2.09 SUBDIVISION OF BUILDINGS. A Building may not be subdivided into two (2) or more Buildings; provided; however, an Owner may subdivide the interior space in such Owner's Building into separate leasehold units within such Building for leasing to tenants. No Building shall be subdivided into more than (i) five (5) separate leasehold units within a 10,800 sq. ft. Building, or six (6) separate leasehold units within a 12,000 sq. ft. Building. Nothing in this Section 2.09 shall restrict any right of subdivision by the Declarant pursuant to Section 8.02 hereof.

2.10 GOVERNMENTAL IMPOSITIONS. (a) Each Owner shall be responsible for and shall pay when due all taxes, charges, fees, fines and assessments (the "Governmental Impositions") lawfully levied or assessed against such Owner or such Owner's Building, except to the extent such Governmental Impositions are being actively and diligently contested in good faith by appropriate legal proceedings. Declarant shall give written notice to the appropriate taxing authorities of the Condominium established pursuant to this Declaration, and each Owner shall promptly request and diligently pursue from the applicable taxing authority separate tax parcel status and a separate tax identification number for its Building. Any Governmental Impositions lawfully levied or assessed against the Project and not to an individual Owner's Building shall constitute a Common Expense, shall be payable by the Association when due and, in such an event,

each Owner shall pay its respective allocated portion of the Governmental Impositions pursuant to the Allocated Interests Table when requested by the Association (but in no event prior to twenty (20) days or later than ten (10) days before the date of delinquency of such Governmental Impositions, without any additional notice or grace period) to permit the Association to make full payment of the Governmental Impositions prior to the date on which such Governmental Impositions would become delinquent; provided, however, the Association shall not require any Owner to make any payment to the Association for Governmental Impositions to the extent such amounts have already been deposited by such Owner in accordance with any escrow arrangement.

(b) The Association or any Institutional Mortgagee may pay the portion of any Governmental Impositions that any Owner has failed to pay when due, and the Association or Institutional Mortgagee shall have a lien (the "**GI Lien**") against such Owner's Building that may be enforced by any means available at law or in equity, including the non-judicial foreclosure sale of such Building in accordance with Texas Property Code Section 51.002 (as now written or hereafter amended); provided, however, no GI Lien shall be valid until a notice of such GI Lien is duly recorded in the real property records of the County (notwithstanding any applicable statute, law, equitable doctrine ordinance or regulation that permits any such GI Lien to attach absent such recordation). Each Owner, by its acceptance of the deed to such Owner's Building, grants a power of sale in connection with any GI Lien in favor of the Association or any Institutional Mortgagee that makes a payment of any Governmental Impositions on behalf of a defaulting Owner. Any GI Lien pursuant to this Section 2.10(b) shall have the same priority as an Assessment Lien (defined in Section 4.11 hereof) imposed pursuant to Section 4.11 hereof. This Section 2.10(b) shall terminate and be of no further force or effect whatsoever, upon the later of the date which (i) each Building shall be separately assessed and billed as a separate tax parcel by the tax assessor, and (ii) all the Governmental Impositions due and owing prior to such event have been paid in full to the appropriate taxing authority.

ARTICLE III **OWNERS ASSOCIATION**

3.01 ASSOCIATION. The Association is charged with the duties and invested with the powers prescribed by law and as set forth in the Governing Instruments.

3.02 MEMBERSHIP. Membership in the Association is mandatory and shall automatically be granted to the Owner(s) of each Building. Upon the transfer of title to any Building, the membership of the transferor Owner(s) shall automatically cease and each transferee Owner shall automatically become a member.

3.03 VOTING RIGHTS. Voting shall be on a percentage basis in accordance with the Allocated Interests Table and shall be exercised by each Owner or designee. If a Building has more than one Owner, the Owners of such Building shall designate one (1) representative to act on behalf of such Owners. If the multiple Owners fail to designate a representative, then the Declarant (during the Declarant Control Period) or the Board (after the Declarant Control Period) shall designate the representative for such Owners.

3.04 MEMBERSHIP MEETINGS. Meetings of the Owners shall be called, held, and conducted in accordance with the requirements and procedures set forth in the Bylaws.

3.05 POWERS OF THE ASSOCIATION. The Association shall have all of the powers allowed by Section 82.102 of the Condominium Act, as well as all of the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in the Governing Instruments. The Association may perform all acts it deems necessary for, or incidental to, performance of obligations and duties imposed on it by the Governing Instruments. The powers of the Association include, without limitation, the following:

(a) The power to establish, fix, and levy Assessments against Owners in accordance with the procedures and subject to the limitations set forth in **Article IV** hereof.

(b) The power to adopt (i) rules governing the use of the Common Elements and any facilities and improvements located thereon or therein, and (ii) rules, policies, procedures, and standards for maintaining the Buildings, submitting plans for and obtaining the approval of the Declarant (during the Declarant Control Period) and Board (after the Declarant Control Period) of any changes to or replacement of the exterior of the Buildings including, without limitation, the color of any exterior surfaces of the Buildings.

(c) The right to enforce the terms hereof and institute and maintain actions (i) for damages, (ii) to restrain any actual or threatened breach of any of the provisions of the Governing Instruments in its own name, either on its own behalf or on behalf of any consenting Owner, and (iii) to enforce the terms hereof.

(d) The right to discipline Owners and to take action to enforce the terms hereof and for violation of any of the provisions of this Declaration or the Governing Instruments by suspension of the violator's voting rights or privileges for use of the Common Elements or imposition of monetary penalties, subject to the following limitations:

(i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Board within thirty (30) days after such notice;

(ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months;

(iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of such levy or charge; and

(iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

(e) The power to delegate its authority, duties and responsibilities, through the Board, to such committees, officers, employees or agents as are permitted to be retained under the Governing Instruments.

(f) The right, through its agents or employees, to enter any Building when necessary in connection with any maintenance, landscaping or construction for which the Association is

responsible or entitled to enter pursuant hereto or as a result of a violation described in **Section 3.05(d)** above. Such entry shall be made with as minimal inconvenience to such Owner as is practicable and any damage caused by such conduct shall be repaired by the Association at its own expense unless such damage is caused by the Owner's refusal to permit such entry within a reasonable period not to exceed three (3) business days in a non-emergency situation and one (1) hour in an emergency situation).

(g) The Association may assign its future income only by the affirmative vote of the Owners to which at least fifty-one percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

3.06 DUTIES OF THE ASSOCIATION. In addition to the duties delegated to the Association or its agents and employees elsewhere in the Governing Instruments, the Association shall be responsible for the following:

(a) Operation and maintenance of the Common Elements and the facilities located on the Common Elements. This duty shall include, without limitation, exterior painting, maintenance, repair and landscaping of the Common Elements as the Association deems necessary and proper.

(b) Acquisition of and payment from the Maintenance Fund (whether designated or otherwise) for the following:

(i) The Utility Services for the Common Elements and, to the extent not separately metered and charged, for the Buildings. As for each and every Utility Service, Declarant shall have the right, but not the obligation, to either: (A) cause each Building to be separately metered or billed for each Building's use of the particular Utility Service so that an Owner of a Building shall be solely responsible for the payment for such use directly to the Utility Service provider; or (B) cause any meters or billings to be held and/or issued in the name of the Association so that the Association shall be responsible for billing to and collecting from each Owner or designee the charges or estimated charges for the respective Utility Service. In the event the Association elects to have any or all of the Utility Services in the name of the Association, the Association shall bill each Owner or designee on a monthly basis and such bill shall be due and payable five (5) days after delivery of the bill and/or statement submitted by the Association.

(ii) A policy or policies insuring the Board, the Owners and/or the Association against: (a) property and casualty loss of the insurable Common Elements; (b) any liability to the public or the Owners and their invitees, licensees and tenants incident to the ownership and/or use of the Project, including the personal liability exposure of the Owners; (c) workers compensation insurance to the extent necessary to comply with any applicable laws; and/or (d) insurance regarding errors and omissions of the Board. Such policies shall be on such forms and upon such terms as the Association deems appropriate. The limits and coverage shall be reviewed regularly by the Association and shall at all times comply with the Condominium Act and other applicable law.

(iii) The services of personnel that the Association deems necessary or proper for the maintenance and operation of the Common Elements and the Facilities located thereon.

(iv) Legal and accounting services that the Association deems necessary or proper for the maintenance and operation of the Common Elements and the improvements and facilities located thereon or the enforcement of Governing Instruments.

(c) Preparation, and, upon request, distribution, on a regular basis, of financial statements to the Owners in accordance with the following:

(i) A pro forma operating statement for each Fiscal Year shall be distributed no less than thirty (30) days before the beginning of the Fiscal Year;

(ii) A balance sheet dated as of the last day of the Association's Fiscal Year and an operating statement for the Fiscal Year shall be distributed within a reasonable period of time after the end of the Fiscal Year.

(d) Maintenance of the following books and records, such books and records to be kept in accordance with generally accepted accounting procedures and Section 82.114 of the Condominium Act:

(i) Financial records with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and regular expenses of the Common Elements and any other expenses incurred by the Association and/or on behalf of the Project;

(ii) Minutes of proceedings of the Owners, the Board, and committees to which any authority of the Board has been delegated;

(iii) A record of the names and addresses of all Owners with voting rights; and

(iv) Plans and specifications used to construct the Project.

3.07 POWERS AND DUTIES OF THE BOARD. The affairs of the Association shall be managed and its duties and obligations performed by the Board. The Board shall act in all instances on behalf of the Association, unless otherwise provided by this Declaration. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board shall be set forth in the Bylaws. The Board shall elect officers, which shall include a President, Treasurer, Secretary and such other officers as the Board deems proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the Bylaws. The Board's powers and duties shall include, without limitation, the following:

(a) Enforcement of the applicable provisions of the Governing Instruments;

(b) Payment of Governmental Impositions that are or could become a lien on the Common Elements or a portion of the Common Elements;

- (c) Contracting for casualty, liability and other insurance on behalf of the Association;
- (d) Contracting for goods and services for the Common Elements and interests of the Association;
- (e) Delegation of its powers to such committees, officers, employees or agents of the Association as are expressly authorized by the Governing Instruments;
- (f) Preparation of budgets and financial statements for the Association as prescribed in the Governing Instruments;
- (g) Initiation and execution of disciplinary proceedings against Owners for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments; and
- (h) Authorizing entry into any Building or portion thereof, as necessary, in connection with construction, maintenance, or emergency repair for the benefit of the Common Elements or the Project.

3.08 LIMITATIONS ON POWERS OF THE BOARD. Notwithstanding the powers set forth in **Section 3.07** above, the Board is hereby prohibited from taking any of the following actions except upon approval of a majority of the voting power residing in the Owners:

- (a) Incurring aggregate expenditures for capital improvements to the Common Elements in any Fiscal Year in excess of ten percent (10%) of the yearly budgeted gross expenses, as reflected in the pro forma operating statement for that Fiscal Year, except due to damage or destruction to the Common Elements and except as is contemplated in any budget or operating plan provided to and/or approved by the Owners;
- (b) Paying compensation to officers of the Association for services rendered in the conduct of the Association's business in excess of the yearly budgeted amounts; provided, however, the Board may cause an officer to be reimbursed for expenses incurred in carrying out the business of the Association.

3.09 DECLARANT CONTROL PERIOD. Notwithstanding anything contained in this Declaration to the contrary, Declarant shall have the power to appoint and remove officers and members of the Board during the Declarant Control Period; provided, however, after the Declarant Control Period, at least one-third (1/3) of the Board members must be elected by the Owners other than Declarant.

ARTICLE IV **ASSESSMENTS**

4.01 COVENANT TO PAY. Declarant, for each Building owned by Declarant, covenants and agrees, and each Owner, by acceptance of the deed to such Owner's Building, is deemed to covenant and agree, to pay to the Association all Assessments levied pursuant to this Declaration. All moneys collected as Regular Assessments (as defined below) shall be put into a maintenance fund (the "**Maintenance Fund**") to be used to defray operating expenses and other

expenses attributable to the Association's ownership, operation, and maintenance of the Project, the Common Elements and the facilities located thereon. No Owner may waive or otherwise escape liability for the Assessments by nonuse of the Common Elements or by abandonment of such Owner's Building.

4.02 REGULAR ASSESSMENTS. Within thirty (30) days prior to the beginning of each Fiscal Year, the Board shall estimate the Common Expenses to be paid during that Fiscal Year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's Maintenance Fund. This estimated cash requirement shall be assessed to each Owner in accordance with the Allocated Interests Table ("**Regular Assessments**"). Unless otherwise determined by Declarant or the Board, each Owner is obligated to pay the Regular Assessments to the Board in equal quarterly installments on or before January 1, April 1, July 1 and October 1 of each calendar year. If any such Assessment shall not be received by the Association within five (5) days after the due date thereof, the defaulting Owner shall pay to the Association such past due amounts plus a late charge equal to ten percent (10%) of the past due Assessment.

4.03 WORKING CAPITAL FUND. Upon the sale of any Building, an assessment (a "**Working Capital Assessment**") equal to (a) \$1.00 per square foot in the Building shall be collected from the first purchaser of such Building, and (b) \$0.50 per square foot in the Building shall be paid by any purchaser other than the first purchaser of such Building. Such Working Capital Assessment shall be paid and transferred to the Association and shall be held and used as a part of the working capital fund (the "**Working Capital Fund**"). The purpose of the Working Capital Fund is to ensure that the Association will have adequate cash available to meet expenses contemplated herein, as well as unforeseen expenses which may occur, and to acquire additional equipment or services deemed necessary or desirable from time to time. Amounts so paid into the Working Capital Fund shall not be considered an advance payment of Regular Assessments and may be used by the Association for any Association related need or expense.

4.04 TRANSFER FEES AND FEES FOR ISSUANCE OF RESALE CERTIFICATES. The Board may enter into a contract with a Managing Agent (herein so called) to oversee the daily operation and management of the Association, Project and Common Elements. Whether or not a Managing Agent is engaged, the Association may charge fees to an Owner for the transfer of such Owner's title to a Building and the issuance of a Resale Certificate (herein so called). The Association or its agent shall not be required to issue a Resale Certificate until payment of the fees therefor have been received by the Association or its agent. Transfer and/or resale certificate fees (a) shall be established by the Board from time to time, (b) shall initially be \$375.00, (c) are not refundable under any circumstances, (d) may not be regarded as a prepayment of or credit against any Assessments, and (e) are in addition to the Regular Assessments, Working Capital Assessments, Special Assessments and any other fees and charges provided herein.

4.05 SPECIAL ASSESSMENTS. If the Board determines the amount to be collected from Regular Assessments will be inadequate to defray the Common Expenses for the year for any reason, it shall make a special assessment for the additional amount needed ("**Special Assessment(s)**"). All Special Assessments shall be levied and collected in the same manner as Regular Assessments.

4.06 LIMITATIONS ON ASSESSMENTS. The Board may not, without the approval of a majority of the voting power residing in the Owners, impose a Regular Assessment per Building that is more than fifty percent (50%) greater than the Regular Assessment for the preceding year, or, in a particular year, levy Special Assessments that, in the aggregate, exceed fifty percent (50%) of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a Special Assessment levied against an Owner to reimburse the Association for funds expended in order to bring such Owner into compliance with the provisions of the Governing Instruments. No Special Assessment may be utilized for the development of the Project.

4.07 COMMENCEMENT OF ASSESSMENTS. Regular Assessments shall commence on the date of the first closing of a sale of a Building to an Owner other than Declarant (the "**Commencement Date**"). The date of issuance for a certificate of occupancy for a Building shall not affect or delay the Commencement Date of Regular Assessments.

4.08 LIABILITY FOR ASSESSMENTS. Each monthly portion of a Regular Assessment, each Special Assessment, and each other Assessment shall be a separate, distinct and personal debt and obligation of the Owner against whom the Assessments are levied. The amount of any Assessment not paid when due shall be deemed to be delinquent and subject to the late charge described in **Section 4.02** above and to interest as described in **Section 4.10** below.

4.09 PAYMENT OF ASSESSMENTS UPON CONVEYANCE OF BUILDING. (a) Upon the sale or conveyance of a Building, all unpaid Assessments pertaining to such Building, including any expenses incurred in the collection of the same, shall first be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

(i) Assessments, liens and charges in favor of the State of Texas and any political subdivision of the State of Texas for Governmental Impositions past due and unpaid on the Building; or

(ii) Amounts due under mortgage instruments which are duly recorded and which recordation is of a date prior in time to the lien of the Association.

(b) Any unpaid Assessments and interest remaining after the sale or conveyance of a Building shall remain an obligation of the applicable Owner(s) and an Assessment Lien on the Building.

4.10 INTEREST ON DELINQUENT ASSESSMENTS. In the event of default in the payment of any Assessment to the Association, an Owner shall be obligated to pay interest on the principal amount, from the date due until fully paid, at a rate equal to the lesser of (a) eighteen percent (18%) per annum or (b) the maximum rate permitted by law.

4.11 REMEDIES FOR DELINQUENT ASSESSMENTS. Declarant hereby reserves and assigns to the Association a lien ("**Assessment Lien**"), pursuant to the provisions of **Section 82.113** of the Condominium Act, against each Building, rents and insurance proceeds received by the Owner to secure the payment of all Assessments, which Assessment Lien shall be and constitute a lien and encumbrance, in favor of the Association, upon such Owner's Building, rent,

and insurance proceeds, if any. The Assessment Lien shall be prior and superior to all other liens and encumbrances subsequently created upon such Owner's Building, rent and insurance proceeds, if any, regardless of how created, evidenced or perfected, other than the lien securing the payment of a First Lien Indebtedness held by an Institutional Mortgagee (provided such lien was recorded prior to the date on which the Assessment became delinquent). The liens and encumbrances created herein may be enforced by any means available at law or in equity, including, without limitation, the non-judicial foreclosure sale of the Building of a defaulting Owner, such sale to be conducted in the manner set forth in Texas Property Code Section 51.002 (as now written or as hereafter amended). The Owner of each Building, by acquisition of such Owner's Building, grants to the Association a power of sale in connection with the Assessment Lien. By written resolution, the Board may appoint, from time to time, an officer, agent, trustee or attorney of the Association to exercise the power of sale on behalf of the Association. The Association may bid for and purchase the Owner's Building, as a Common Expense, at any such foreclosure sale.

ARTICLE V **RESTRICTIONS AND COVENANTS**

5.01 GENERAL RESTRICTIONS ON USE. Subject to the Texas Property Code and any current zoning ordinance or classification of the Land, the right of an Owner and such Owner's tenants and guests to occupy or use the Building or to use the Common Elements or any of the facilities on the Common Elements is subject to the following restrictions:

(a) No Owner shall occupy or use the Owner's Building, or permit such Building, or any part of it to be occupied or used, for any purpose other than as a place to conduct a commercial business enterprise in strict conformance with the current zoning classification of the Land that is Light Commercial as of the date of this Declaration, in accordance with Ordinance 1504 of the Town of Little Elm, as such may be amended or supplemented from time to time. Nothing in this Declaration shall prevent the Owner from leasing or renting out part or all of the Building, provided that such leased premises are not used for residential, transient or hotel purposes and that the term of the lease is evidenced by a written agreement and signed by the Owner, as lessor, and the lessee. Any such lease shall be further and expressly subject to the Governing Instruments and all applicable laws.

(b) There shall be no obstruction of the Common Elements and nothing shall be stored in the Common Elements by any Owner without the prior written consent of the Board, except as expressly provided for herein.

(c) Nothing shall be done or kept in any Building or in the Common Elements that will increase the rate of insurance on the Common Elements and/or the Project without the prior written consent of the Association that could result in the cancellation of insurance on any Building or on any part of the Common Elements or that would be in violation of any law or the Governing Instruments. No waste shall be permitted in the Common Elements. In the event an Owner's permitted use of a Building results in an increase in the insurance rate for the Common Elements or the Project, such insurance rate increase shall be charged to such Owner as an Assessment. Such Owner must pay the applicable insurance rate increase within twenty (20) days after receipt of written notice thereof. In the event such Owner fails to timely pay the applicable insurance rate increase, the Association shall have the right to seek any remedy available at law or in equity to

secure payment thereof, including, without limitation, the non-judicial foreclosure sale of the Building, such sale to be conducted in the manner set forth in Texas Property Code Section 51.002 (as now written or as hereafter amended).

(d) No sign of any kind shall be displayed to the public view on or from any Building, or the Common Elements without the prior written consent of the Board.

(e) No animal, of any kind, shall be kept in a Building, or the Common Elements unless expressly permitted in writing in advance by the Board and except for the veterinary clinic located in Building 100 but only for so long as Building 100 is used as a veterinary clinic and provided that the animals kept therein shall be limited to what is reasonably necessary to carry on the activities of a typical veterinary clinic.

(f) No noxious or offensive activity shall be carried on in any Building or in the Common Elements, nor shall anything be done in any Building, or in the Common Elements that may be or become a material detriment to any commercial business enterprise being conducted by the other Owners.

(g) Nothing shall be altered, constructed in or removed from the Common Elements, except upon the prior written consent of the Board.

(h) All Owners shall be able to park any automobile in the Common Elements during regular business hours, subject to the Board designating specific spaces or the Limited Common Elements for such purposes. Notwithstanding the foregoing, (i) an Owner or invitee, licensee or tenant of any Owner shall not park in the Common Elements any automobile or other motor vehicle that is inoperable and/or is not currently licensed, and (ii) an Owner or invitee, licensee or tenant of an Owner shall not park in the Common Elements any trailer or other piece of equipment of a similar kind and nature for a period of time longer than is reasonably necessary for loading and unloading. In any event, an Owner or invitee, licensee or tenant of an Owner that is loading or unloading any trailer or other piece of equipment of a similar kind and nature shall take reasonable measures to accommodate the other Owners or invitees, licensees or tenants of Owners and to allow such other Owners or invitees, licensees or tenants of Owners means of ingress and egress to and from their respective Buildings.

(i) All sliding overhead doors are to be used only for access into and out of the Building to which it is appurtenant, and each such door shall be kept in the closed position as much as reasonably possible.

(j) No dangerous activities, including, without limitation, the use of heavy machinery, are to be conducted in any Building when such activities would be visible from the Common Elements.

(k) Buildings are to be used only for office, technological, professional, executive, general administration, showroom, research and development, business and professional services, contract construction services, repair services or combination of such uses and businesses of a similar kind and nature provided such complies with the current zoning ordinance/classification of the Land. No use, whether initial, changed or additional, shall be commenced on or made of any Building until the Association shall have approved such use in writing, which approval shall not

be unreasonably withheld. If the Association fails to approve in writing a use that meets the standards of this Declaration within fourteen (14) days after receipt of a written request for approval of a particular use, such approval shall be deemed given. Notwithstanding the foregoing, the following uses shall be specifically prohibited: (i) manufacturing, refining, agricultural or industrial operations; (ii) sleeping quarters, lodging or any other residential purposes; (iii) food or beverage preparation or sales; (iv) gambling, immoral or other unlawful practices or the display, sale, or rental of any item or thing which, in the Board's sole opinion, is pornographic, lewd, vulgar, obscene, graphically violent, or immoral; (v) using any Building in any manner that involves an unusual risk of injury to any person; (vi) any use that involves occupancy of more than 43 people per 250 square feet; (vii) banks, check cashing facilities or any other financial institution open to the public (though corporate offices of same are permitted); (viii) abortion clinics; (ix) hair or beauty salons; (x) sit down restaurants; (xi) medical laboratories or blood collection facilities of any kind; and (xii) automotive repair facilities that utilize heavy machinery (an automotive lift shall not be considered to be heavy machinery for purposes of this Declaration).

5.02 MAINTENANCE. Except for those portions of the Project that the Association is required to maintain and repair, each Owner shall, at the Owner's sole cost and expense, timely and consistently, maintain and repair such Owner's Building so as to keep same in good condition and repair. Each Owner shall also maintain and repair those portions of any Limited Common Element benefiting such Owner's Building including, without limitation, all exterior doors and windows, and those portions of the Common Elements subject to an exclusive easement appurtenant to such Owner's Building or as established by the Governing Instruments.

5.03 DAMAGE LIABILITY. An Owner shall be liable to the Association for all damage to the Common Elements or to other property controlled by the Association that is sustained by reason of the negligence or willful misconduct of such Owner or such Owner's invitees, licensees, or tenants.

5.04 EXEMPTION. Declarant shall be exempt from the restrictions of this **Article V** to the extent reasonably necessary for completion of construction, sales, or additions to the Project or managing the Association and/or Project. Such exemption includes, but is not limited to, maintaining a Building as a sales model, placing advertising signs within the Project and generally making use of the Project as is reasonably necessary to carry on construction, marketing, sales, management and operations activities. Without limiting the foregoing, Declarant (during the Declarant Control Period) or the Managing Agent may (a) use the northern most unit of Building 200 (the "**Managing Agent Unit**") for residential purposes by such party as long as such party is constructing, marketing, selling, managing and/or operating the Project and/or Common Elements, and (b) keep pets and other animals in such Building(s) and/or in or on the adjacent Limited Common Elements during the use of such Building(s) pursuant to subparagraph (a) above.

ARTICLE VI

INSURANCE, DAMAGE OR DESTRUCTION

6.01 BUILDING INSURANCE. Each Owner of a Building shall obtain and pay for general liability and property and casualty loss insurance with a company approved by the Board insuring against all risks of direct physical loss commonly insured against, including fire and

extended coverage which shall be 100% of the replacement cost of the insured property as of the effective date and at each renewal date of the policy.

6.02 COMMON ELEMENTS INSURANCE. The Board may obtain and pay for general liability and property and casualty loss insurance, on terms and in an amount acceptable to the Board in its sole discretion, on the insurable Common Elements and other parts of the Project owned by the Association, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage.

6.03 COMMERCIAL GENERAL LIABILITY INSURANCE. The Board may obtain and pay for commercial general liability insurance, on terms and in an amount acceptable to the Board in its sole discretion, to cover all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, operation and/or maintenance of the Common Elements.

6.04 OBTAINING BIDS FOR RECONSTRUCTION. (a) If the Common Elements are damaged by fire or any other disaster which damage exceeds Twenty Thousand and No/100 Dollars (\$20,000.00) to repair or replace such Common Elements, the Board shall obtain firm bids, including the obligation to obtain a performance bond if requested by the Board, from responsible contractor(s) at the Board's discretion to rebuild the Common Elements in accordance with its original plans and specifications. The Common Elements shall be rebuilt as soon as practicable. The Board shall also, as soon as possible after obtaining the bids, call a special meeting of the Owners to consider the bids. If the Board fails to do so within one hundred eighty (180) days after the casualty occurs, any Owner may obtain bids and call and conduct a meeting as provided by this **Section 6.04**. At such meeting, the Owners may, by a vote of not less than fifty one percent (51%) of the votes present, elect to accept or reject all or any of the bids requiring amounts more than Twenty Thousand and No/100 Dollars (\$20,000.00) in excess of available insurance proceeds. If any bids are rejected, the Board shall obtain additional bids for presentation to the Owners. The Board may accept the bid(s) that it considers most favorable which were (i) not rejected by the Owners, or (ii) approved by the Owners.

(b) If one or more Buildings are damaged by fire or any other disaster, the respective Owner(s) shall obtain firm bids from two or more responsible contractors to rebuild and/or repair the Building(s) in accordance with the original plans and specifications. The Owner(s) shall submit the plans to the Board for approval within ninety (90) days of the loss, and construction shall start within thirty (30) days of approval by the Board. The Board shall have fifteen (15) days after receipt of such plans to review such plans and either approve or deny such plans, such approval not to be unreasonably withheld.

6.05 INSUFFICIENT INSURANCE PROCEEDS. When reconstruction of Common Elements is required by the terms of **Section 6.04(a)** above, but the insurance proceeds are insufficient to cover the cost of reconstruction, the costs in excess of the insurance proceeds and reserves shall be considered a Common Expense that is subject to the lien rights described in **Section 4.11** hereof.

6.06 VOTE TO NOT REBUILD. Notwithstanding anything contained in this **Article VI** to the contrary, the Project will not be rebuilt or reconstructed after a casualty loss if at least

eighty percent (80%) of the Owners vote not to rebuild in accordance with Section 82.111(i) of the Condominium Act.

ARTICLE VII
RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

7.01 RIGHTS OF BENEFICIARIES. Beneficiaries under deeds of trust to Buildings shall be entitled to the following rights;

(a) Any beneficiary under a First Lien Indebtedness deed of trust who obtains title to a Building pursuant to the remedies provided in the deed of trust will not be personally liable for such Building's unpaid Assessments that accrue prior to the acquisition of title to the Building by the beneficiary, but any unpaid Assessments shall continue to be a liability of the Owner(s) which owned the Building when the Assessments accrued.

(b) All Governmental Impositions that may become liens prior to the First Lien Indebtedness deed of trust under applicable law shall relate only to the applicable individual Buildings and not to the Project as a whole.

(c) No provision herein gives an Owner, or any third party, priority over any rights of a beneficiary under a First Lien Indebtedness deed of trust to a Building in the case of a distribution of insurance proceeds or a condemnation award to such Owner or third party.

(d) Assessments, when established by the Association, shall be large enough to provide for an adequate Maintenance Fund that must be replaced on a periodic basis. The Maintenance Fund shall be funded through the Regular Assessments, unless relating to the maintenance, repair and/or replacement of a Limited Common Element for which such maintenance, repair and/or replacement is the Association's responsibility, in which event a Special Assessment shall be imposed.

ARTICLE VIII
SPECIAL DECLARANT RIGHTS AND DEVELOPMENT RIGHTS,

8.01 SPECIAL DECLARANT RIGHTS. Declarant, for as long as Declarant owns at least one (1) Building, reserves the following "**Special Declarant Rights**" (herein so called):

- (a) The right to complete and make improvements indicated on the Site Plan;
- (b) The right to exercise any Development Right;
- (c) The right to make the Project part of a larger condominium or planned community;
- (d) The right to maintain sales offices, management offices, leasing offices, and models in Buildings, or on the Common Elements;
- (e) The right to maintain signs on the Project to advertise the sale of Buildings;

(f) The right to use, and to permit others to use, easements through the Common Elements or within property that may be added to the Project as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Condominium Act, this Declaration and the Governing Instruments; and

(g) The right to appoint or remove any officer of the Association subject to Sections 1.02(t) and 3.09 hereof.

(h) The right to use Building(s) as provided in Section 6.01 hereof.

8.02 DEVELOPMENT RIGHTS. Declarant reserves, for so long as Declarant owns at least one (1) Building, the following "**Development Rights**" (herein so called), any of which shall be exercised, if at all, in accordance with the requirements of Section 82.060 of the Condominium Act:

(a) The right to add additional real property to the Condominium, in which event, the Allocated Interests shall be reallocated equitably and proportionally to accommodate such additional property in a manner consistent with how the original Allocated Interests were established.

(b) The right to create Buildings, Common Elements and Limited Common Elements in addition to such matters as are enunciated or depicted in this Declaration or the Site Plan.

(c) The right to convert Buildings to Common Elements.

(d) The right to withdraw any portion of the Property from the Condominium. In such an event, the Allocated Interests shall be reallocated equitably and proportionally to accommodate such additional property in a manner consistent with how the original Allocated Interests were established.

(e) The right to increase or decrease the perimeter and/or boundary of one or more Buildings.

Upon the exercise of a Development Right set out in this Section 8.02, the interests and rights allocated to each Building may be subject to reallocation in accordance with Section 2.06(b) hereof.

ARTICLE IX GENERAL PROVISIONS

9.01 AMENDMENT. (a) Except as expressly set forth herein, this Declaration may be amended only at a meeting of the Owners at which the amendment is approved by the holders of at least sixty-seven percent (67%) of the total votes in the Association.

(b) An amendment of the Declaration may not alter or destroy a Building or a Limited Common Element without the consent of the affected Owner(s) and the Institutional Mortgagee(s) of the Building.

(c) Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments and by the consenting Institutional Mortgagees, if necessary. The amendment shall be effective on filing of such amendment in the office of the County Clerk of Denton County, Texas.

(d) Notwithstanding anything contained in this **Section 9.01**, no amendment to the Declaration shall become effective unless approved by Declarant for so long as Declarant owns at least one (1) Building, if the amendment would, in Declarant's reasonable determination, (i) modify Declarant's obligations, (ii) modify any rights granted by **Sections 8.01** or **8.02** hereof, (iii) materially inhibit or delay Declarant's ability to complete the Project, or (iv) convey any portion of the Property owned by Declarant.

9.02 TERMINATION. After the Declarant Control Period, this Declaration may only be terminated upon the consent of eighty percent (80%) of the votes in the Association and each holder of a deed of trust or vendor's lien on a Building.

9.03 BINDING EFFECT. This Declaration shall run with the Land and inure to the benefit of, and shall be binding upon and enforceable by, Declarant and the Owners and their respective heirs, representatives, successors and assigns.

9.04 GOVERNING LAW. This Declaration shall in all respects be interpreted, construed in accordance with, and governed by the laws of the State of Texas, without regard to the rules on conflict of laws.

9.05 SEVERABILITY. If any provision or provisions of this Declaration shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9.06 TRANSFERABILITY. Declarant may assign or transfer all of Declarant's rights under this Declaration at any time without consent from any Owner or other third party. Notwithstanding anything contained herein, such assignment or transfer shall not terminate this Declaration.

9.07 INTERPRETATION. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of the Project.

9.08 LIMITATION OF LIABILITY. No previous Owner who has sold, transferred, assigned or otherwise disposed of its entire interest in a Building shall be liable hereunder with respect to obligations arising from and after the date of such disposition.

9.09 WAIVER. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to this Declaration is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to this Declaration. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to this Declaration, irrespective of how long that failure continues, does not constitute a

waiver by that Person of its rights with respect to that default until the applicable statute of limitations period has run.

9.10 NUMBER, GENDER, AND HEADINGS. As used in this Declaration, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. All headings are not a part of this Declaration and shall not affect the interpretation of any provision.

9.11 NOTICES. (a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given when delivered personally to the appropriate address designated in this **Section 9.11**, or seventy-two (72) hours after deposit in any United States post office box, postage prepaid, addressed as set forth in this **Section 9.11**.

(b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Building. Notice to the Association shall be addressed to the address designated by the Association by written notice to all Owners. Notices to Declarant shall be addressed to 15118 King Road, Suite 240, Frisco, Texas 75036, Attention: Dr. Dean and Edith Hansen.

(c) Any address for notices may be changed by written notice given in the manner set forth above.

9.12 HIGHER AUTHORITY. The terms and provisions of the Governing Instruments are subordinate to all applicable laws. Generally, the terms and provisions of the Governing Instruments are enforceable to the extent they do not violate or conflict with any applicable laws, in such event the applicable law shall control.

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DECLARANT:

BREEZEWAY BUSINESS PARK LLC,
a Texas limited liability company

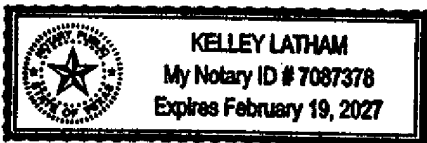
By: Edith V. Hansen
Name: Edith V. Hansen
Title: MEMBER

STATE OF TEXAS §
 §
COUNTY OF Dallas §

Before me on this day personally appeared Edith V. Hansen,
Member of BREEZEWAY BUSINESS PARK LLC, a Texas limited
liability company, known to me to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same for the purposes and consideration
therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 9th day of June, 2023.

SEAL



Kelley Latham
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

Breezeway Business Park LLC
15118 King Road
Frisco, Texas 75036
Attention: Dr. Dean and Edith Hansen

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Lots 1-4, Block A, of Breezeway Business Park, an addition to the Town of Little Elm, Denton County, Texas, according to the plat thereof recorded as Document No. 2022-54, in the Official Records of Denton County, Texas.

EXHIBIT B

SITE PLAN

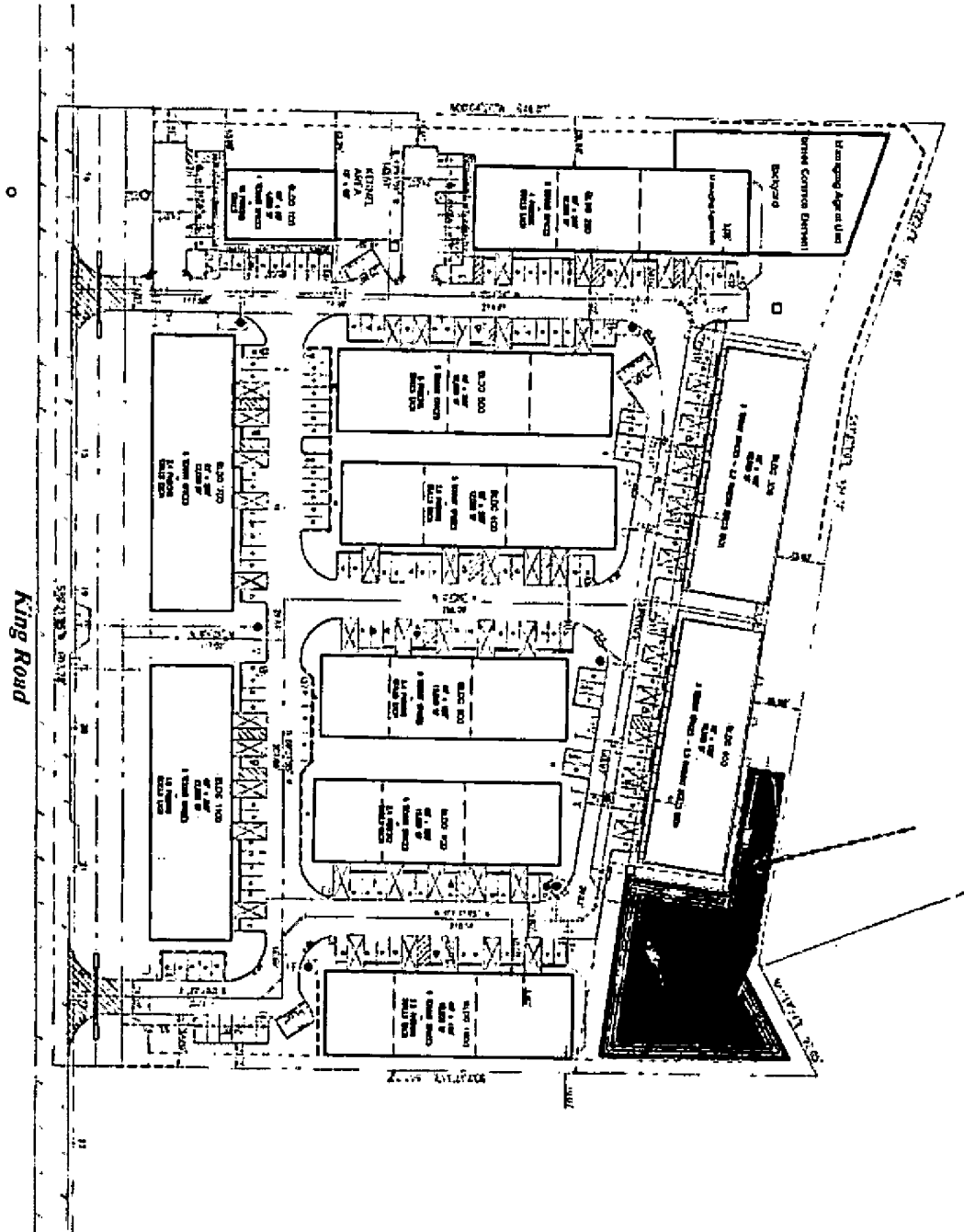


EXHIBIT B-1

LIMITED COMMON ELEMENTS TABLE

<u>Building</u>	<u>Limited Common Element</u>
Building 200, Managing Agent Unit Only	Fenced backyard as shown on <u>Exhibit B</u>
Each Respective Building's Parking	Front parking spots directly in front of and attached to the respective Building
Building 100	Dumpster A
Building 200	Dumpster B
Building 300	Dumpster C
Building 400	Dumpster C
Building 500	Dumpster D
Building 600	Dumpster D
Building 700	Dumpster B
Building 800	Dumpster E
Building 900	Dumpster E
Building 1000	Dumpster F
Building 1100	Dumpster F

EXHIBIT C

ALLOCATED INTERESTS TABLE

<u>BUILDING</u>	<u>SQUARE FEET</u>	<u>ALLOCATED INTERESTS</u>
100 Vet Clinic	4000	11%
200	12,000	8%
300	10,800	8%
400	10,800	11%
500	12,000	5%
600	12,000	11%
700	12,000	11%
800	10,800	9%
900	10,800	9%
1000	10,800	8%
1100	12,000	9%
	—————	—————
Total	<u>126,746.30</u>	<u>100.0%</u>