

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HIGH MEADOW INDUSTRIAL PARK**

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This Declaration of Covenants, Conditions and Restrictions for High Meadow Industrial Park is made on the date hereinafter set forth by **PINEHURST DEVELOPMENT, LLC**, a Texas limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property known as High Meadow Industrial Park and described in that certain plat of High Meadow Industrial Park recorded on or about February 1, 2017, in Cabinet Z, Sheet 4418 of the Map Records of Montgomery County, Texas (the "Property") and;

WHEREAS, Declarant desires to: (1) convey the Property subject to the conditions, covenants, restrictions, obligations, liens, assessments, charges and easements set forth herein; and create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of all present and future owners of the Property.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, obligations, liens, assessments, charges and easements set forth herein, all of which shall: (1) run with the Property; (2) bind all parties that acquire any right, title or interest in the Property or any portion thereof, as well as their heirs, successors and assigns; and (3) inure to the benefit of each owner of any part of the Property.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration shall have the meanings assigned to them below, unless the context requires otherwise:

Section 1.1. "**Access Easement**" shall mean that certain Easement Agreement for Reciprocal Access recorded under Montgomery County Clerk File No. 2015076214 and amended under Instrument recorded under Montgomery County Clerk File No. 2016089356.

Section 1.2. "**Committee**" shall mean the High Meadow Industrial Park Committee established pursuant to Article IV hereof. Declarant.

Section 1.3. "**Declarant**" shall mean Pinehurst Development, LLC, a Texas limited liability company and its successors in title and assigns, provided any such successor in title or

assign shall acquire for the purpose of development or sale all or any portion of the Lots (as hereinafter defined), and provided further, in the instrument of conveyance to any such successor in title or assign, such successor in title or assign is designated as the Declarant hereunder by the Grantor of such conveyance, which Grantor shall be the Declarant hereunder at the time of such conveyance. Further, upon such designation of successor Declarant, all rights and obligations of the former Declarant in and to such status as Declarant hereunder shall cease.

Section 1.4. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions of High Meadow Industrial Park.

Section 1.5 "High Meadow Industrial Park" shall mean the Property and the Access Easement.

Section 1.6 "Improvements" shall mean and include but not be limited to buildings, structures of any kind, exterior changes in buildings or structures of any kind, utility installations, storage loading and parking facilities, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, ponds, lakes, walkways, driveways, site lighting, site grading, drainage systems, signs, or any other changes in the Property from its natural state.

Section 1.7 "Lot" or "Lots" shall mean any portion of the Property as designated by Declarant intended for any type of independent ownership for use and occupancy for office, commercial, industrial or related purposes, as may be permitted by this Declaration.

Section 1.8 "Occupant" shall mean any person occupying all or any portion of a building located on a Lot for any period of time, regardless of whether such person is a tenant or the owner of such Lot.

Section 1.9 "Owner" or "Owners" shall mean the record title owner (including Declarant), whether one or more persons or entities, of a fee simple title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation; provided, however, the term "Owner" shall include a lessee if the lease from Declarant or other record owner expressly so provides and is for a period in excess of ten (10) years.

Section 1.10. "Property" shall mean the real property described on Exhibit "A." attached hereto.

Section 1.11. "Relinquishment" shall mean the earlier of: (i) the expiration of five (5) years after the date of the recording of this Declaration in the Official Public Records of Real Property of Montgomery County, Texas; (ii) the date upon which at least fifty percent (50%) of all of the Lots have been conveyed by Declarant to Owners other than the entity constituting Declarant; or (iii) the date Declarant gives written notice to all of the Owners of Declarant's relinquishment of the authority to enforce the Restrictions set forth herein and this Declaration and the power to exercise any and all rights of the Committee as hereinafter provided.

Section 1.12. "Restrictions" shall mean all covenants, conditions, restrictions, agreements, charges, liens and other obligations created or imposed by this Declaration.

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**ARTICLE II
PROPERTY RIGHTS**

Section 2.1. Owners' Easements of Enjoyment. The Declarant hereby declares, grants and conveys to each Owner, for the benefit of each Lot, certain easements, rights and privileges as herein set forth, over, across and upon the portions of the Property used for roads and drives to serve the Property in general as covenants running with the Lots as benefits thereto, and as burdens to such portions of the Property. Every Owner shall have a right and easement of enjoyment in and to such portions of the Property that shall be appurtenant to and shall pass with title to every Lot.

Section 2.2. Acceptance of Declaration. Every grantee of any interest in the Property or any Lot, by acceptance of a deed, lease/purchase agreement, or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance, whether or not such deed or conveyance shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof, and will be deemed to have assented to said terms and conditions.

**ARTICLE III
CONTROL AND RELINQUISHMENT
OF CONTROL BY DECLARANT**

The authority to enforce the Restrictions set forth herein and this Declaration shall be vested in the Declarant until Relinquishment, and thereafter to the Owners and/or the Committee.

**ARTICLE IV
HIGH MEADOW INDUSTRIAL PARK COMMITTEE**

Section 4.1. Formation and Governance of the Committee.

(a) Upon Relinquishment, a meeting of the Owners shall be called by Declarant to assist the Owners in the formation of the High Meadow Industrial Park Committee, and in determining its governance by the adoption of such authority, rules, regulations and/or bylaws as a majority of the Owners present may elect. However, the presence in person or by proxy of at least seventy-five percent (75%) of the Members shall constitute a quorum for the transaction of business at that meeting. In the absence of a quorum or the withdrawal of enough Owners to leave less than a quorum, such meeting of the Owners shall be adjourned from time to time as a quorum is obtained. The Committee shall have the right to declare such authority over the construction of Improvements and management of High Meadow Industrial Park as it deems reasonably necessary. This authority includes the right to levy assessments against any one or more Lots to be used for the purposes of promoting the common benefit and enjoyment of the Owners encompassing constructing, reconstructing, repairing or replacing improvements in High Meadow Industrial Park, provided, however, that no Lot assessment pursuant to this subsection (a) shall be levied

against a Lot for such reconstruction, repair or replacement of improvements if said improvement or personal property is solely located upon and solely benefiting Owner(s) or Lot(s) other than the Lot or Owner against which the assessment is sought to be levied. Further, the Committee shall have the right and authority to create liens on the Lots and assign personal liability of the Owners to secure payment of any assessments, and to adopt such other terms and conditions of the assessments as the Committee may reasonably determine. The Committee shall not, however, have the authority to amend these Restrictions.

(b) Upon formation, the Committee shall undertake the responsibilities of the Declarant hereunder and Declarant shall deliver the books, accounts and records, if any, which Declarant has relating to its responsibilities hereunder relating to its maintenance and management of the Property pursuant to this Declaration.

(c) Notwithstanding anything contained herein to the contrary, Declarant hereby retains until Relinquishment the authority to enforce the Restrictions and this Declaration and the power to exercise any and all rights of the Declarant as herein provided.

Section 4.2. Purposes. The Committee shall exist for the sole purpose of performing certain functions for the common good and general welfare of the Owners and of the Property. The Committee shall have no power or duty to do or perform any act or thing other than those acts and things that will promote the common good and welfare of the Owners and of the Property.

Section 4.3. Membership and Votes. The Owner of each Lot or Lots shall be deemed to a member of the Committee. If an Owner owns more than one (1) Lot, that Owner shall be entitled to one (1) vote for each Lot it owns for all Committee matters that require a vote by members of the Committee, as herein provided. Membership shall be appurtenant to and may not be separated from such ownership.

Section 4.4. Voting. Where an Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the Declarant and the other Owners.

ARTICLE V PERMITTED AND PROHIBITED USES

Section 5.1. Permitted Uses. Lots may be used for any purpose which is not specifically prohibited herein, or otherwise prohibited by local, state and federal rules, regulations and laws.

Section 5.2. Prohibited Uses. Notwithstanding any provision to the contrary contained herein, no portion of any Lot shall be used for any purpose that constitutes a nuisance. For the purposes hereof, a nuisance shall include without limitation, any condition nor activity which is offensive by reason of noise or sound, odor, fumes, dust, smoke, noise or pollution, or which shall increase the danger to any other Lot of fire or explosion damage, or for any purpose which may be or become any annoyance or nuisance, or in violation of any applicable federal, state, county or municipal law. Further, no Lot or any portion thereof may be used if such use annoys, disturbs or

affects the Owners and/or Occupants of Lots or portions thereof so as to obstruct or interfere with the reasonable or compatible use of such other Lots or portions thereof and damaging to persons or property thereon. Normal odors from a baking or cooking operation shall not constitute a nuisance. Smoke from occasional burning of manufactured products shall not constitute a nuisance as long as same is beyond reasonable control, temporary, and provided that all regulatory pollution control requirements have been met. Specifically, but not in limitation of the preceding, the following uses shall not be permitted on any Lot or portion thereof, unless approved in writing by Declarant, or the Committee after Relinquishment, in advance of such use as provided in Section 8.7 hereof:

- (a) Residences;
- (b) Dumping, disposal, incineration or reduction of garbage, trash sewage, offal, dead animals or refuse, or the construction or operation of water or sewage treatment plants, or electrical substations;
- (c) Junk yards;
- (d) Commercial excavation of building or construction materials (but not including excavation in connection with the construction of Improvement(s));
- (e) Extraction or refining of petroleum or of its products;
- (f) Distillation of bones;
- (g) Smelting of iron, tin, zinc or other ores;
- (h) Fat rendering;
- (i) Stockyard or slaughter of animals;
- (j) Cemeteries;
- (k) Labor camps and migrant worker camps; and
- (l) Jails or detention centers.

ARTICLE VI INITIAL DEVELOPMENT BY DECLARANT OF ROADWAYS AND FENCING

Section 6.1. Determination of Location, Number and Size of Lots and Location of Roadways. Attached as Exhibit B hereto is Declarant's preliminary general determination of the number, size and location of Lots and the preliminary general location of private roadways on the Property. It is understood and agreed that Declarant has the sole authority to make the determination of the location, number and size of the Lots, except that no Lot shall be contain less than two (2) acres and that the boundary line of each Lot adjacent to a roadway shall extend to the centerline of that roadway. Declarant shall construct such private roadways and shall construct a roadway on the Access Easement as shown on Exhibit B hereto. An easement for ingress and egress for the benefit of all the Lots and the Property in general is hereby created on those portions of the Property, the Lots and the Access Easement on which Declarant constructs the roadways.

Section 6.2. Fencing and Maintenance of Fencing. Declarant shall erect fencing all along the northwesterly and the southwesterly boundary lines of the Property. Maintenance of such fencing shall be the responsibility of the Owner of the Lot or Lots on which the fencing is erected.

Section 6.3. Construction and Maintenance of Roadways. Declarant shall be responsible for the initial construction of the roadways as shown on Exhibit B. Maintenance of those roadways shall be the responsibility of the Declarant until Relinquishment and the responsibility of the Owners and/or the Committee thereafter. Repair of damage to the roadways shall be the responsibility of the party or parties causing such damage. .

Section 6.4. Easement for Roadways. An easement for ingress and egress for the benefit of all the Lots and the Property in general is hereby created on that portion of the Lots, the Property and Access Easement on which Declarant constructs the roadways for the benefit of all the Lots and the Property in general. Each Lot shall be adjacent to and have direct access to a portion of the roadways as generally shown on Exhibit B hereto.

ARTICLE VII UTILITY, DRAINAGE AND ACCESS EASEMENTS

Section 7.1. Easements for Utilities, Drainage and Access. There is hereby reserved to Declarant, its successors and assigns, the right to impose and determine the use and size of easements on each Lot prior to the conveyance of such Lot to an Owner for the purposes of ingress, egress, installing, replacing, repairing and maintaining any and all utilities and drainage facilities. It is expressly agreed and understood, however, that Declarant shall have no obligation to install, replace, repair, and maintain any and all utilities and drainage facilities necessary for the Lot or Lots, or desired by the Lot Owners. By virtue of these easements, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment on such easements and to affix and maintain utility wires, circuits and conduits on, across and under the surface of such easements. Title to the Lots shall be transferred subject to the easements as shown on the plat(s) or certified survey map(s) delivered to an Owner prior to conveyance by Declarant. Such easements may be necessary to enhance service and operations of utilities to include but limited to electric, natural gas, telecommunications, municipal sewer and water services. All utilities shall be installed in the utility easements where provided without cost or obligation of the Declarant.

Section 7.2. Use of Utility Easements. The easements are for the benefit of the entire Property, first and foremost; however, such easements may be used by Lot Owners for the installation of utility services such as water, sewer, electric power, natural gas, cable television, and telecommunications services to benefit the Owner's Lot.

Section 7.3. Maintenance of Easements. Each Lot Owner shall be responsible for routine, ordinary and customary landscape maintenance of easements located on the Owner's Lot, such as, but not limited to, trimming and fertilization of ground cover, grass, shrubbery and trees and the suppression of weeds and/or nuisance growth on the easements. Damage to such easement

areas caused by the Owner or a third party shall be repaired by the party causing such damage.

Section 7.4. Perpetuity. All easements reserved or granted in this Declaration shall be perpetual, non-exclusive easements except where the terms of this Declaration expressly provide otherwise or where the context and grant or reservation of such easement reasonably requires a different interpretation. Nothing contained in the preceding sentence is intended to alter, waive or terminate the right of Declarant, or others to whom such right is given herein, to relocate or modify any easement in accordance with any rights as provided in this Declaration.

ARTICLE VIII PROPERTY DEVELOPMENT

The following restrictions are imposed upon development of the Property:

Section 8.1. Subdivision. Lots may be combined and may be subdivided into smaller lots, tracts or parcels so long as the resulting lots, tracts or parcels contain at least two (2) acres.

Section 8.2 Setbacks. Setback requirements are to provide sufficient space from the roadways and the property lines for easy access to the Lots and building expansion. All buildings shall be set back a minimum of fifty-five (55) feet from the centerline of the roadway at the front of the Lot. Side yard and back yard setbacks shall be a minimum of ten (10) feet from the Lot boundary lines. No buildings, structures of any kind, exterior changes in buildings or structures of any kind, shall be made within the front setback areas except driveways crossing such setback areas. No permanent buildings, structures of any kind, or changes in buildings or structures of any kind, shall be made on the side yard and back yard setbacks or the utility easements on the sides and back of any Lot.

Section 8.3 Parking. Owners shall provide sufficient parking and loading areas on their Lots to accommodate the Owner, its agents, employees, guests and invitees. Parking and loading areas are to be sufficiently paved or surfaced to provide all-weather surfaces.

Section 8.4. Fencing. Any fencing across the front of the Lots shall be subject to the advance written approval by Declarant prior to construction. Fences of any kind or material are permitted in back yards and side yards only.

Section 8.5. Lot Drainage. Prior to any Improvements made to or on the Lots, the Owner must obtain approval of a drainage plan from any and all governmental authorities having jurisdiction over the Property. It is specifically understood and agreed by Declarant and all Owners that any detention ponds constructed by Declarant on the Property are for drainage plan approval relating to the construction of the roadways only and not any other proposed development or improvements on the Property.

Section 8.6 Signage. Any signs to be erected or displayed on the Lots are subject to the advance written approval by Declarant prior to erection or display.

Section 8.7. Waivers or Variances. Upon submission of a written request, Declarant before Relinquishment, and thereafter the Owners and/or the Committee, may, from time to time,

for good cause waive certain provisions of this Declaration for an Owner and/or permit an Owner to construct, erect, or install Improvements which are in variance to these Restrictions. Each request for a waiver or variance shall be reviewed separately and apart from other requests and the grant of a waiver or variance shall not constitute a waiver of Declarant's right to strictly enforce these Restrictions against any other Owner or Lot.

ARTICLE IX LOT MAINTENANCE

Each Owner shall at all times be obligated to maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed all Improvements on such Owner's Lot, so as to keep same in a clean, sightly, and safe condition consistent with its original intended appearance. This obligation includes the maintenance of all visible exterior surfaces of all buildings and other Improvements; the prompt removal of all paper, debris, refuse, and dead and diseased trees and plantings from all areas of an Owner's Lot; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; the mowing, watering, fertilizing, weeding, replanting and replacing of all landscaping on the Lot; and, during construction of Improvements on a Lot, consistent cleaning of dirt, construction debris and other construction related refuse from streets, storm drains and inlets and the removal unsightly accumulations of rubbish and scrap materials and that construction material, trailers, and the like are kept in a neat and orderly manner. Further, during construction, the burning of excess or scrap construction materials is prohibited. Construction site erosion control practices shall be implemented to prevent erosion, sedimentation and pollution of water, soil and air during construction. The owner of any undeveloped Lot shall maintain the Lot free of rubbish, noxious weeds, and mosquito breeding conditions.

ARTICLE X ENFORCEMENT

Section 10.1. General. Declarant, the Committee or any Owner or Occupant may proceed at law or in equity to prevent the violation of any term of this Declaration.

Section 10.2. Declarant's and/or Committee's Rights. Declarant and/or the Committee shall have the right, upon reasonable notice, at any time and from time to time following violation or breach of this Declaration, without any liability to the Owner or Occupant for trespass or otherwise, to enter upon the Lot as to which said violation or breach exists. Once upon said Lot, they shall have the right to abate and remove, at the expense of the Owner, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of this Declaration or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of the Restrictions or terms of this Declaration. Should the Committee or Declarant employ legal counsel to enforce any terms of this Declaration, all costs incurred in such enforcement, the violating Owner shall pay including reasonable attorneys' fees. Each Owner

shall be responsible for the conduct of the Occupants of its Lot, but the responsibility of an Owner shall not relive any such Occupant for any liability to Declarant, the Committee or any other Owner.

Section 10.3. Other Parties' Rights. In addition, any other party to whose benefit this Declaration inures shall have the right in the event of violation or breach of the Declaration to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate the Declaration and to enjoin and prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

Section 10.4. No Waiver. No delay or failure on the part of an aggrieved party to invoke any available remedy in respect to a violation of any of the terms of this Declaration shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to it upon recurrence or continuance of said violation or the occurrence of a different violation, nor shall there be construed upon Declarant a duty to take any action to enforce the Declaration.

ARTICLE XI GENERAL

Section 11.1. Effective Date. The Declaration is effective as of the date it is recorded in the Official Public Records of Real Property of Montgomery County, Texas.

Section 11.2. Duration. The Declaration, including the conditions, covenants, restrictions, obligations, liens, assessments, charges and easements set forth herein, shall run for fifty (50) years from the date this Declaration is recorded in the Official Public Records of Montgomery County, Texas. After fifty (50) years from such recordation, the Declaration, including the conditions, covenants, restrictions, obligations, liens, assessments, charges and easements set forth herein, shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated as set forth in Section 3 herein.

Section 11.3. Amendment, Modification and Extinguishment.

(a) **By the Declarant.** The Declarant has the right to unilaterally amend this Declaration at any time in the Declarant's sole discretion, as necessary for the development of the Property.

(b) **By the Owners after Relinquishment.** After Relinquishment, this Declaration may be amended, modified or terminated so long as the amendment, modification or extinguishment has been approved by a vote of at least three-fourths (3/4) of the Owners of the Lots. For the amendment, modification or termination to be effective, an instrument must be recorded in the Official Public Records of Montgomery County, Texas, which is executed by at least three-fourths (3/4) of the Owners of the Lots. Notwithstanding anything herein to the contrary, until the Declarant has sold all of the Lots, the Members cannot amend or modify the Declaration if the amendment or modification will have an adverse effect on Declarant's sale of the remaining Lots.

Section 11.4. Notices. Any notice that the Declaration permits or requires to be given shall be in writing and may be delivered by certified mail/return receipt requested or email. Notices shall be deemed to have been delivered properly if sent to an Owner's last known address or email address (if any) that is reflected in the Declarant's or Committee's records. If the Declarant's or Committee's records do not reflect an Owner's email address, then notice must be delivered by certified mail/return receipt requested. An Owner's failure to advise Declarant or the Committee of an effective address for delivery of notices hereunder will result in all notices being sent to the address of the Lot, and the Owner will be deemed to have received all notices that were mailed to the address of the Lot.

Section 11.5. Conflict. In the case of a conflict between the Declaration and any federal, state, county or municipal law, ordinance, rule or regulation, the federal, state, county or municipal law, ordinance, rule or regulation shall control.

Section 11.6. Construction of the Declaration.

(a) **Severability.** The provisions of the Declaration shall be deemed independent and severable. The invalidity (in whole or in part) of any provision of the Declaration will not affect the validity and enforceability of any other provision.

(b) **Plural/Singular.** Unless the context requires otherwise, the singular shall include the plural and the plural shall include the singular.

(c) **Gender.** Unless the context requires otherwise, even if a word in the Declaration is in the male or female gender, it shall be applicable to entities and individuals (male and female).

(d) **Titles and Captions.** All titles and captions used in the Declaration are intended solely for convenience of reference. The titles and captions do not enlarge, limit or otherwise affect the meaning of any term or provision contained in the Declaration.

Section 11.7. Governing Law and Venue. All provisions in the Declaration shall be governed by the laws of the State of Texas. Any and all obligations performable under the Declaration shall be performed in Montgomery County, Texas. Venue for any and all lawsuits arising in connection with any of the provisions of the Declaration shall be in Montgomery County, Texas.

Section 11.8. Compliance with Laws. Owners shall comply with all federal, state, county and municipal laws, ordinances, rules and regulations regarding the use, occupancy and condition of their Lots, and any Improvements thereon. Should any provision of the Declaration be found to be in violation of any law, ordinance, rule or regulation, the provision shall be construed and interpreted so that it is as restrictive as possible so as to preserve as much of the original provision as allowed by law.

[SIGNATORY PAGE FOLLOWS]

EXECUTED this ____ day of November, 2017.

PINEHURST DEVELOPMENT, LLC
A Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

Acknowledged before me this ____ day of November 2017, by _____,
_____ of Pinehurst Development, LLC, a Texas limited liability company, on
behalf of said company.

Notary Public in and for the State of Texas

HIGH MEADOW INDUSTRIAL PARK
 45.1914 ACRES (1,968,102 SQUARE FEET)
 BEING ALL OF A CALLED 38.28 ACRES
 A CALLED 9.57 ACRES.
 THE RESIDUE OF LOT 5 AND LOT 6
 OF THE J.Y. MADELEY HEIRS PARTITION AS RECORDED
 IN VOLUME 4, PAGE 26 M.C.M.R. AND
 THE RESIDUE OF A CALLED 51.926 ACRES
 BUCKMAN CANFIELD SURVEY, A-120
 MONTGOMERY COUNTY, TEXAS
 FEBRUARY, 2017 1 BLOCK, 1 RESERVE

REASON FOR REPORT:
 TO RECORD ONE COMMERCIAL RESERVE

THIS INSTRUMENT IS A PART OF THE
 PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS

WE, THE UNDERSIGNED, COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON FEBRUARY 2, 2017 AT 10:00 AM. THE INSTRUMENT IS CORRECTLY FILED AND THE INSTRUMENT IS A PART OF THE PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS.

COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

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THE COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS, HAS REVIEWED THE FOREGOING INSTRUMENT AND HAS DETERMINED THAT THE INSTRUMENT IS A PART OF THE PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS. THE INSTRUMENT IS CORRECTLY FILED AND THE INSTRUMENT IS A PART OF THE PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS.

WE, THE UNDERSIGNED, COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON FEBRUARY 2, 2017 AT 10:00 AM. THE INSTRUMENT IS CORRECTLY FILED AND THE INSTRUMENT IS A PART OF THE PUBLIC RECORDS OF MONTGOMERY COUNTY, TEXAS.

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

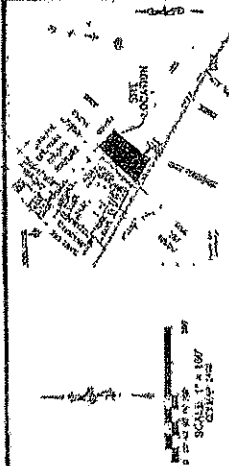
BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS



COUNTY ENGINEER'S CERTIFICATE
 I, COUNTY ENGINEER OF MONTGOMERY COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLANS OF THIS BOUNDARY SURVEY COMPLY WITH ALL OF THE STATUTE LAWS AND REGULATIONS OF THIS STATE AS APPLIED BY THE MONTGOMERY COUNTY COMMISSIONERS COURT.

I HEREBY CERTIFY THAT THE PLAN OF THIS BOUNDARY SURVEY COMPLIES WITH ALL OF THE STATUTE LAWS AND REGULATIONS OF THIS STATE AS APPLIED BY THE MONTGOMERY COUNTY COMMISSIONERS COURT. HOWEVER, NO GUARANTEE IS MADE AS TO THE ACCURACY OF THE SURVEY OR THE CORRECTNESS OF THE INFORMATION CONTAINED THEREIN. THE ENGINEER'S CERTIFICATE IS NOT A WARRANTY OF THE ACCURACY OF THE SURVEY OR THE CORRECTNESS OF THE INFORMATION CONTAINED THEREIN.

COUNTY ENGINEER OF MONTGOMERY COUNTY, TEXAS
[Signature]
 COUNTY ENGINEER OF MONTGOMERY COUNTY, TEXAS

NOTARY PUBLIC, STATE OF TEXAS
 I, NOTARY PUBLIC, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN THE STATE OF TEXAS AND AM QUALIFIED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS. MY COMMISSION EXPIRES ON FEBRUARY 2, 2017.

NOTARY PUBLIC, STATE OF TEXAS
 I, NOTARY PUBLIC, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN THE STATE OF TEXAS AND AM QUALIFIED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS. MY COMMISSION EXPIRES ON FEBRUARY 2, 2017.

NOTARY PUBLIC, STATE OF TEXAS
 I, NOTARY PUBLIC, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN THE STATE OF TEXAS AND AM QUALIFIED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS. MY COMMISSION EXPIRES ON FEBRUARY 2, 2017.

NOTARY PUBLIC, STATE OF TEXAS
 I, NOTARY PUBLIC, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN THE STATE OF TEXAS AND AM QUALIFIED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS. MY COMMISSION EXPIRES ON FEBRUARY 2, 2017.

NOTARY PUBLIC, STATE OF TEXAS
 I, NOTARY PUBLIC, DO HEREBY CERTIFY THAT I AM A NOTARY PUBLIC IN THE STATE OF TEXAS AND AM QUALIFIED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS. MY COMMISSION EXPIRES ON FEBRUARY 2, 2017.

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

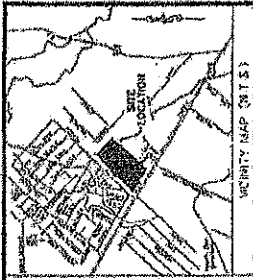
BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
 COUNTY CLERK OF MONTGOMERY COUNTY, TEXAS

BY: *[Signature]*
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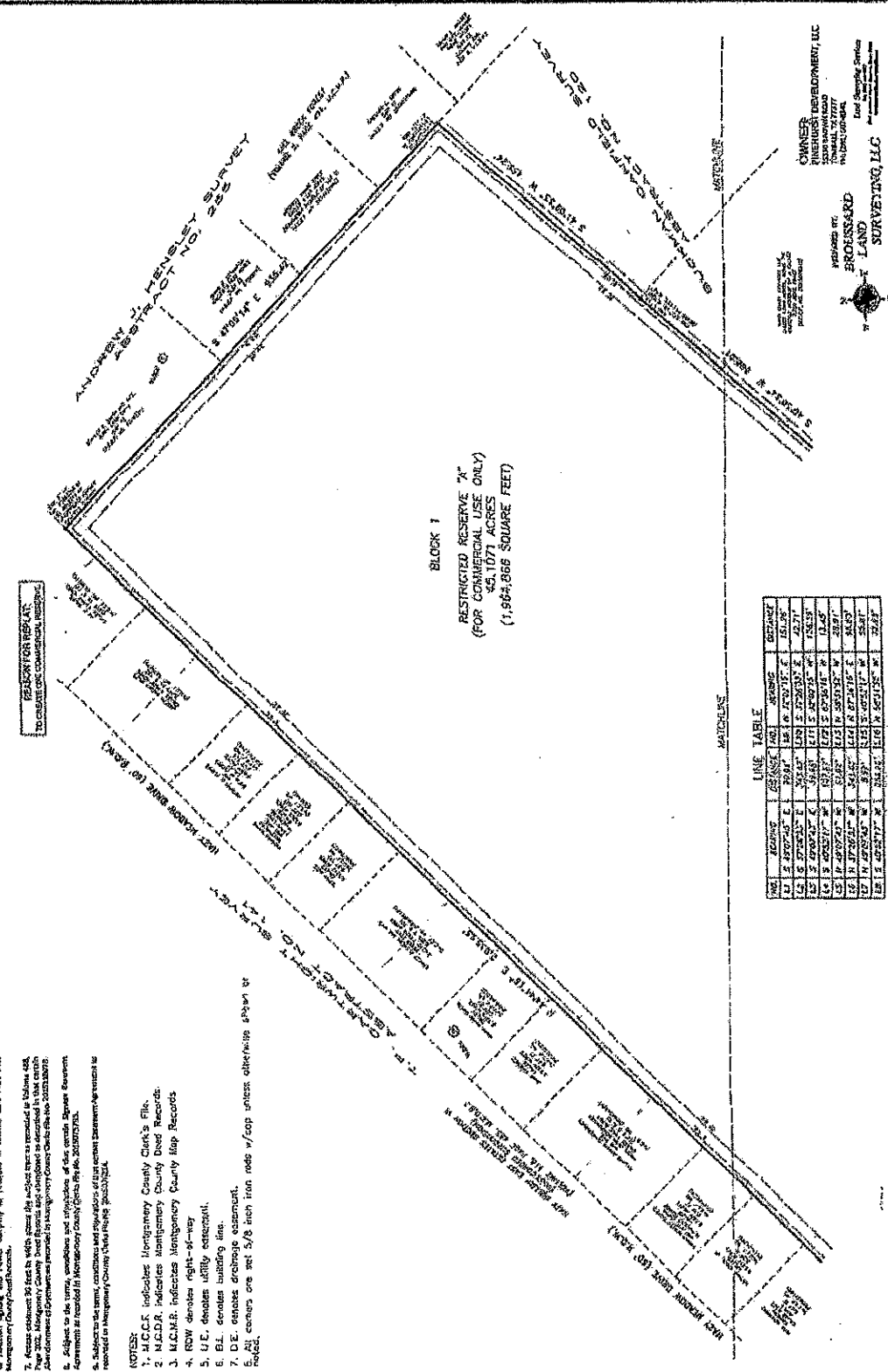
HIGH MEADOW INDUSTRIAL PARK

45.1614 ACRES (1,968,402 SQUARE FEET)
BEING ALL OF A CALLED 38.28 ACRES
A CALLED 9.57 ACRES.

THE RESIDUE OF LOT 5 AND LOT 6
OF THE J.Y. MADLEY HEIRS PARTITION AS RECORDED
IN VOLUME 4, PAGE 26 M.C. & R. AND
THE RESIDUE OF A CALLED 51.926 ACRES
BUCKMAN CANFIELD SURVEY, A-120
MONTGOMERY COUNTY, TEXAS
FEBRUARY, 2017 1 BLOCK, 1 RESERVE

- REMARKS FOR REPEAT:**
TO CORRECT ONE COMMISSIONER'S MISTAKE
1. All dimensions herein are in feet and fractions thereof.
 2. All bearings shown herein are true bearings (through).
 3. A bearing from a known point to a point on the same line is indicated with the letter 'B' and the distance in feet and fractions thereof. A bearing from a point to a point on the same line is indicated with the letter 'L' and the distance in feet and fractions thereof. A bearing from a point to a point on the same line is indicated with the letter 'C' and the distance in feet and fractions thereof.
 4. A bearing from a known point to a point on the same line is indicated with the letter 'B' and the distance in feet and fractions thereof. A bearing from a point to a point on the same line is indicated with the letter 'L' and the distance in feet and fractions thereof. A bearing from a point to a point on the same line is indicated with the letter 'C' and the distance in feet and fractions thereof.
 5. Subject to the terms, conditions and stipulations of the several utility easements and licenses to the Bureau of Electric Delivery and the Texas Department of Transportation, the easements and licenses are shown as they exist on the date of this survey.
 6. Subject to the terms, conditions and stipulations of the several utility easements and licenses to the Bureau of Electric Delivery and the Texas Department of Transportation, the easements and licenses are shown as they exist on the date of this survey.
 7. A corner established by a monument is indicated by the letter 'M' and the distance in feet and fractions thereof. A corner established by a monument is indicated by the letter 'M' and the distance in feet and fractions thereof.
 8. A corner established by a monument is indicated by the letter 'M' and the distance in feet and fractions thereof. A corner established by a monument is indicated by the letter 'M' and the distance in feet and fractions thereof.
 9. A corner established by a monument is indicated by the letter 'M' and the distance in feet and fractions thereof. A corner established by a monument is indicated by the letter 'M' and the distance in feet and fractions thereof.
 10. A corner established by a monument is indicated by the letter 'M' and the distance in feet and fractions thereof. A corner established by a monument is indicated by the letter 'M' and the distance in feet and fractions thereof.

- NOTES:**
1. H.C.C.F. indicates Montgomery County Clerk's File.
 2. M.C.D.R. indicates Montgomery County Deed Records.
 3. M.C.M.R. indicates Montgomery County Map Records.
 4. R.S.W. denotes right-of-way.
 5. U.C. denotes utility easement.
 6. B.L. denotes building line.
 7. D.E. denotes drainage easement.
 8. B.C.C. denotes one set 3/8 inch iron rods w/top sticks otherwise shown or noted in Montgomery County Clerk's Office Records.



HIGH MEADOW INDUSTRIAL PARK

45.1814 ACRES (1,968,102 SQUARE FEET)
BEING ALL OF A CALLED 38.28 ACRES

A CALLED 9.57 ACRES,

THE RESIDUE OF LOT 5 AND LOT 6
OF THE J.Y. MADELEY HEIRS PARTITION AS RECORDED

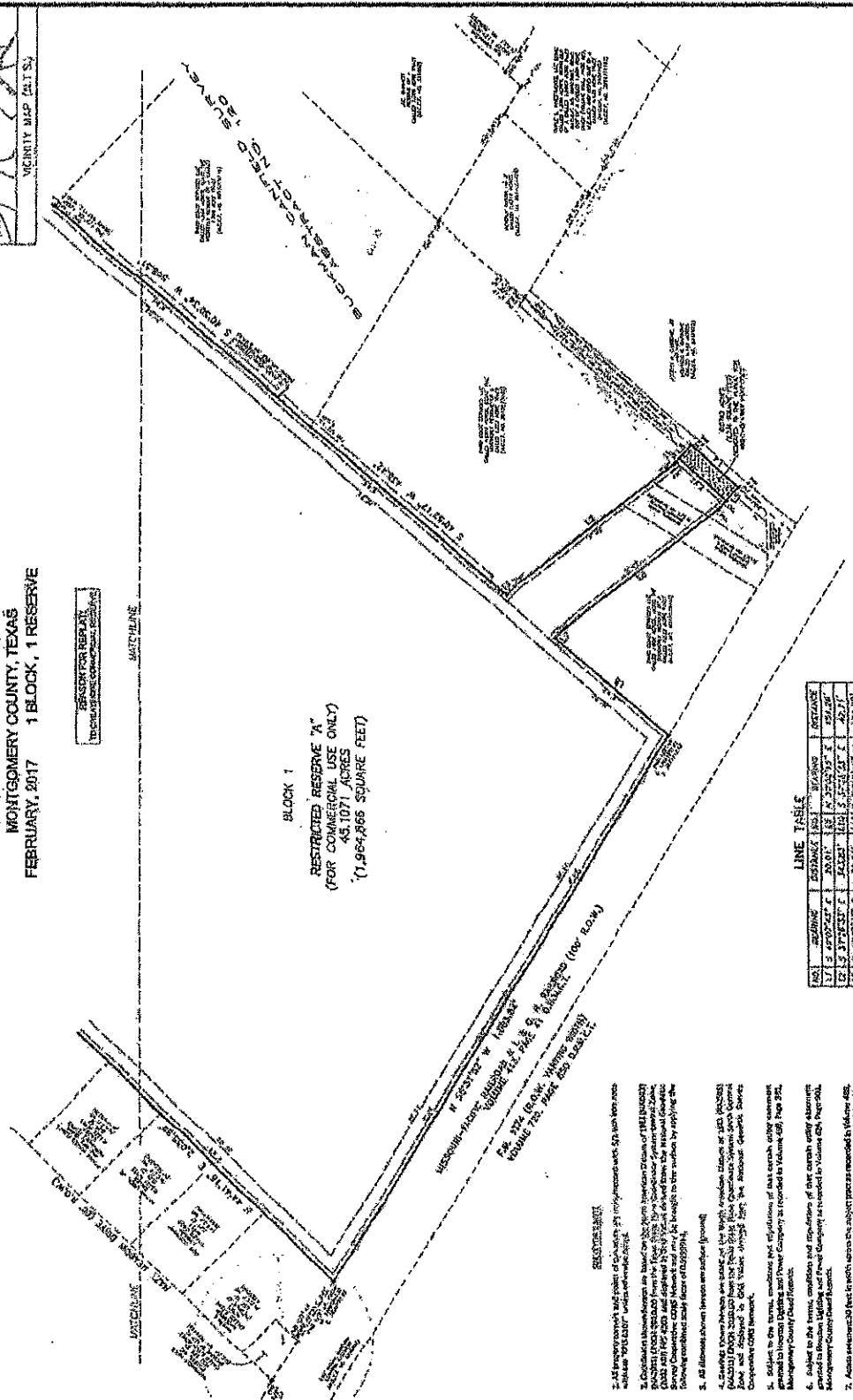
IN VOLUME 4, PAGE 76 M.C.M.R. AND
THE RESIDUE OF A CALLED 51,976 ACRES

BUCKMAN CANFIELD SURVEY, A-120
MONTGOMERY COUNTY, TEXAS

FEBRUARY, 2017 1 BLOCK, 1 RESERVE

RESTRICTED RESERVE "A"
(FOR COMMERCIAL USE ONLY)
45,107.1 ACRES
(1,964,866 SQUARE FEET)

- NOTES
1. M.C.C.F. indicates Montgomery County Clerk's file.
 2. M.C.D.R. indicates Montgomery County Deed Records.
 3. M.A.V.R. indicates Montgomery County Map Records.
 4. R.O.K. indicates right-of-way.
 5. U.E. denotes utility easement.
 6. B.L. denotes building line.
 7. D.E. denotes easement.
 8. All corners are set 5/8 inch iron rods w/cop unless otherwise stated or noted.



LINE TABLE

NO.	BEARING	DISTANCE	AREA	PERCENT	REMARKS
1	S 89°02'24"E	250.00	18.75	41.41	1/4 SECTION 10, T12N, R10E, S102
2	S 89°02'24"E	250.00	18.75	41.41	1/4 SECTION 11, T12N, R10E, S102
3	S 89°02'24"E	250.00	18.75	41.41	1/4 SECTION 12, T12N, R10E, S102
4	S 89°02'24"E	250.00	18.75	41.41	1/4 SECTION 13, T12N, R10E, S102
5	S 89°02'24"E	250.00	18.75	41.41	1/4 SECTION 14, T12N, R10E, S102
6	S 89°02'24"E	250.00	18.75	41.41	1/4 SECTION 15, T12N, R10E, S102
7	S 89°02'24"E	250.00	18.75	41.41	1/4 SECTION 16, T12N, R10E, S102
8	S 89°02'24"E	250.00	18.75	41.41	1/4 SECTION 17, T12N, R10E, S102
9	S 89°02'24"E	250.00	18.75	41.41	1/4 SECTION 18, T12N, R10E, S102
10	S 89°02'24"E	250.00	18.75	41.41	1/4 SECTION 19, T12N, R10E, S102

1. All dimensions shown herein are in feet and inches.
2. All bearings are true bearings unless otherwise noted.
3. All distances are in feet unless otherwise noted.
4. All corners are set with iron rods unless otherwise noted.
5. All corners are set with iron rods unless otherwise noted.
6. All corners are set with iron rods unless otherwise noted.
7. All corners are set with iron rods unless otherwise noted.
8. All corners are set with iron rods unless otherwise noted.
9. All corners are set with iron rods unless otherwise noted.
10. All corners are set with iron rods unless otherwise noted.

OWNED BY
HILLES DEVELOPMENT, LLC
2010 W. WYOMING ROAD
HOUSTON, TEXAS 77057
PROJECT NO. 17-001
DATE: FEBRUARY 2017

PREPARED BY
BROUSSARD
LAND SURVEYING, LLC
1000 W. WYOMING ROAD
HOUSTON, TEXAS 77057
PHONE: 281-461-1111
FAX: 281-461-1112
WWW.BROUSSARDLANDSURVEYING.COM



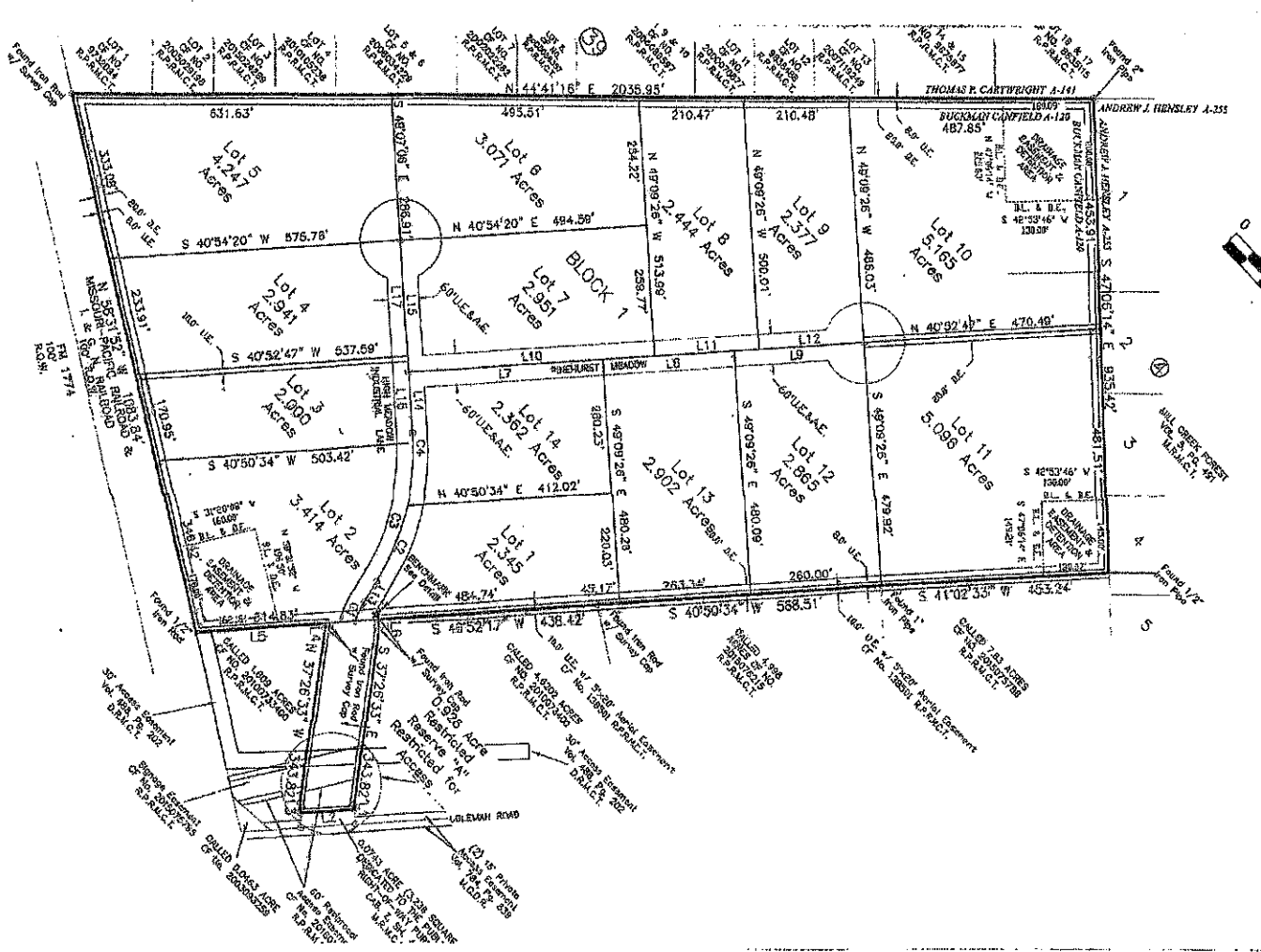


EXHIBIT B
PAGE 1 OF 1