

**ROSENBERG DEVELOPMENT CORPORATION  
SPECIAL MEETING MINUTES**

On this the 26th day of June 2014, the Rosenberg Development Corporation (RDC) of the City of Rosenberg, Fort Bend County, Texas, met in a Special Session, at the Rosenberg Civic Center located at 3825 Highway 36 South, Rosenberg, Texas 77471.

**DIRECTORS PRESENT**

Bill Knesek	President
Allen Scopel	Vice President
Ted Garcia	Treasurer
Vincent Morales	Director
Dwayne Grigar	Director
Jimmie Peña	Director

**DIRECTORS ABSENT**

Laurie Cook	Secretary
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**CITY OF ROSENGERG STAFF PRESENT**

Randall D. Malik	Economic Development Director
Rachelle Kanak	Assistant Economic Development Director
Robert Gracia	City Manager
Travis Tanner	Executive Director of Community Development
Joyce Vasut	Executive Director of Administrative Services
Cynthia Sullivan	Secretary II

**CALL TO ORDER.**

President Knesek called the meeting to order at 12:01 p.m.

**AGENDA**

**1. CONSIDERATION OF AND ACTION ON APPROVAL OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS FOR ROSENBERG BUSINESS PARK.**

Executed Business Park Agreement Excerpt – Section 2 was distributed to the Board of Directors (Board).  
R-1791 – Rosenberg Business Park Declaration and Grant of Easements was distributed to the Board.  
Rosenberg Business Park Deed Restrictions was distributed to the Board.

***Key discussion points:***

- City Council approved the deed restrictions at the last City Council Meeting contingent on RDC approving them also.
- Added to the signage restriction – no pole signs.
- Screening of outdoor storage – none will be visible to outside view.
- Screening of the parking lot – requiring trees and shrubs.
- Require front landscaping and landscaping be kept alive and irrigated.
- President Knesek discussed the need to add language into the Covenants that requires replacement of dead landscaping and requires landscaping to the front of the property.

Director Morales moved and Director Scopel seconded to approve the Declaration of Covenants, Conditions and Restrictions and Grant Easements for the Rosenberg Business Park contingent upon language included that requires maintenance and replacement of dead landscaping and requires landscaping the front of the property. The motion passed unanimously by those present.

**2. CONSIDERATION OF AND ACTION ON MOTION TO ADJOURN TO EXECUTIVE SESSION.**

**Action:** Director Garcia moved and Director Scopel seconded the motion to adjourn for Executive Session at approximately 12:15 p.m. The motion passed unanimously by those present.

**3. HOLD EXECUTIVE SESSION FOR DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS AS AUTHORIZED BY AS AUTHORIZED BY SECTION 551.087 OF THE TEXAS GOVERNMENT CODE.**

**4. ADJOURN EXECUTIVE SESSION, RECONVENE INTO SPECIAL SESSION, AND TAKE ACTION AS NECESSARY AS A RESULT OF EXECUTIVE SESSION.**

Executive Session was adjourned at approximately 12:57 p.m. The Board of Directors (Board) reconvened into Special Session.

**Action:** Director Grigar moved and Director Garcia seconded to authorize Randall Malik to proceed with drafting a Performance Agreement for the workforce development prospect seconded by Garcia. The motion passed unanimously by those present.

**5. CONSIDERATION OF AND ACTION ON THE RDC FY 2015 BUDGET.**

RDC FY 2015 Budget was distributed to the Board.

**Key discussion points:**

- The Board revisited the budget and the following changes were made:
- Incentive discussion – Workforce Development Project line item was reduced from \$750,000 to \$250,000.
- Revenues increased from \$3,800,000 to \$3,845,000 which reflects added June sales tax revenue. The RDC is continuing to see an increase in sales tax.

**Action:** Director Scopel moved and Director Grigar seconded to approve the RDC FY 2015 Budget with these changes: Workforce Development Project reduced to \$250,000 and Reveunes increased to \$3,845,000 as presented. The motion passed unanimously by those present.

**6. ANNOUNCEMENTS.**

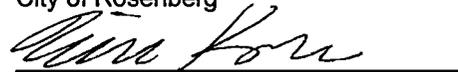
- Randall Malik discussed changing the July meeting date to the third Thursday.

**7. ADJOURNMENT.**

**Action:** Director Scopel moved and Director Garcia seconded to adjourn the meeting at 1:04 p.m. The motion passed unanimously by those present.



Cynthia Sullivan, Secretary II  
City of Rosenberg



Bill Knesek, President  
Rosenberg Development Corporation

RDC Minute Attachments:

1. Executed Business Park Agreement Excerpt – Section 2
2. R-1791 – Rosenberg Business Park Declaration and Grant of Easements
3. Rosenberg Business Park Deed Restrictions
4. RDC FY 2015 Budget

WHEREAS, the City, the RDC, and the Developer agree that the provisions of this Agreement substantially advance a legitimate interest of the City and the RDC by expanding the tax base of the City, increasing employment and promoting economic development.

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City, the RDC, and Developer hereby agree as follows:

1. **Dissolution of District.** The Property is currently located wholly within the boundaries of Fort Bend County Municipal Utility District No. 150 (the "District"). The parties agree that the District is no longer beneficial to the Property or necessary in order to provide utilities to the Property. The Developer will submit to the City for approval by July 1, 2013, a plan to settle all reimbursements and other financial obligations owed by the District so that the District will no longer have outstanding debts or liabilities at the time of dissolution of the District by the City. The dissolution plan may include exclusion of land from the District, annexation of land into another district, and/or releases of claims for payment from the District. As part of the dissolution plan, the Developer will (i) pay any administrative costs associated with such dissolution, including the District's outstanding legal fees, (ii) convey to the City for its ownership, operation and maintenance a drainage ditch on the northern boundary of the District as shown on the survey attached as **Exhibit "D"** (the "Ditch") free and clear of all liens and encumbrances. The dissolution plan shall not require the City to incur any costs. The City agrees to assist and cooperate with the Developer in the dissolution of the District upon approval of the dissolution plan, including all actions necessary to annex any District land, not including the Property, into another special district in the City. However, the City will not dissolve the District if dissolution would result in the assumption of any outstanding debts or liabilities of the District by the City. If the Developer and City are unable to agree upon a dissolution plan of the District, the Developer may terminate this Development Agreement without penalty and with no further obligations hereunder.

2. **The Project; Deed Restrictions.** The Developer intends to construct (or cause to be constructed) an industrial and distribution business park to be known as the Rosenberg Business Park (the "Project"). Developer will submit to the City for approval draft deed restrictions for the Property. Among other issues, the deed restrictions will restrict the 184 acres to an industrial and distribution business park, along with retail sales associated with industrial and distribution uses and will provide

other standards that address the quality of development in the business park. No residential or other retail uses will be allowed in the business park. The McCombs property (approximately 15.07 acres located on FM 2218) will not be included in the Project. The Developer agrees to create a mandatory property owners association ("POA") to maintain the common areas and enforce the restrictions. The City's approval and the subsequent recordation of the deed restrictions is a condition precedent to the City's construction of any Public Improvements, as described herein. The City must approve in writing any changes to the deed restrictions that affect the land uses allowed on the Property prior to recordation for such changes to be effective. The Developer is not liable to the City for any subsequent changes in deed restrictions that are made after the Developer no longer owns a majority interest in the Property.

3. **Public Improvements.** The City agrees to fund, design and construct the Public Improvements in accordance with this Agreement, which include the water distribution, sanitary sewer, storm water drainage, and paving improvements set forth in **Exhibit "A"** attached hereto as well as the installation natural gas lines and electrical service in the sizes and volts as set out on **Exhibit "E"** attached hereto. The Public Improvements do not include any private internal facilities to serve specific tracts within the Property. Costs of the Public Improvements to be funded by the City include the costs of design and construction of the Public Improvements as well as all costs incurred in connection with obtaining governmental approvals, certificates, and permits required in connection with the construction of the Public Improvements. The installation of natural gas and electrical service to the end users will occur contemporaneously with the construction of each phase of the Public Improvements as described herein. The Public Improvements depicted in purple on **Exhibit "B"** estimated in the amount of approximately \$3,478,300 are referred to herein as the "Phase I Improvements." The Public Improvements depicted in blue estimated in the approximate amount of \$1.7 million are referred to herein as the "Future Improvements."
  - a. **Phase I Improvements.** The City will commence design of the Phase I Improvements when all the following have been accomplished:
    - i. The Developer has recorded approved deed restrictions (described in Section 2 above) as a covenant running with the land that binds all future owners of the Property;
    - ii. The Developer provides the City with a recorded plat for the portion of the Property to be served by the Phase I Improvements that includes all right-of-way needed for the Phase I Improvements;
    - iii. The Ditch has been conveyed to the City; and

**RESOLUTION NO. R-1791**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, APPROVING THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS FOR THE ROSENBERG BUSINESS PARK.**

\* \* \* \* \*

**WHEREAS**, the City of Rosenberg, the Rosenberg Development Corporation (RDC), and Rosenberg Business Park, Ltd., entered into a development agreement for the Rosenberg Business Park on March 01, 2013; and,

**WHEREAS**, Section 2 of said development agreement requires the Rosenberg Business Park Declaration of Covenants, Conditions and Restrictions and Grant of Easements (Declaration) be submitted to the City of Rosenberg for approval prior to recordation; and,

**WHEREAS**, said Declaration must be accepted and approved by the City of Rosenberg and recorded prior to construction of any public improvements by the City; now, therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:**

Section 1. The City Council of the City of Rosenberg hereby accepts and approves the Declaration of Covenants, Conditions and Restrictions and Grant of Easements (Declaration) for the Rosenberg Business Park.

Section 2. A copy of said Declaration is attached hereto as Exhibit "A" and made a part hereof for all purposes.

**PASSED, APPROVED, AND RESOLVED** this \_\_\_\_ day of \_\_\_\_\_ 2014.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Linda Cernosek, **CITY SECRETARY**

\_\_\_\_\_  
Vincent M. Morales, Jr., **MAYOR**

**DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
AND GRANT OF EASEMENTS  
FOR ROSENBERG BUSINESS PARK**

**THE STATE OF TEXAS**

§

**KNOW ALL MEN BY THESE PRESENTS:**

§

**COUNTY OF FORT BEND**

§

WHEREAS, Rosenberg Business Park, Ltd., a Texas limited partnership ("Declarant"), with its principal office at 1800 Augusta Drive, 4<sup>th</sup> Floor, Houston, Texas 77057, is the owner of that certain 184 acre tract of land, more or less, in Fort Bend County, Texas, and defined herein below as the "Property"; and

WHEREAS, Declarant desires to create and carry out a general and uniform plan for the improvement, development, maintenance, use and continuation of a business park to be known as ROSENBERG BUSINESS PARK, on the Property, for the mutual benefit of the successors in title to Declarant;

NOW THEREFORE, in order to create and carry out a uniform plan for the improvement, development, maintenance, sale, and use of the Property, the reservations, restrictions, covenants, conditions, easements, liens and charges set out herein are hereby created and established, which shall, run with the land and be binding on all parties having any right, title or interest in and to all or any portion of the Property, and their respective heirs, legal representatives, successors and assigns.

ARTICLE I

Definitions.

- 1.1 "Annual Maintenance Charge" shall mean the assessment made and levied against each Owner and such Owner's Parcel or Parcels by the Association in accordance with the provisions of this Declaration.
- 1.2 "Articles of Incorporation" shall mean the Articles of Incorporation of the Association.
- 1.3 "Association" shall mean the ROSENBERG BUSINESS PARK PROPERTY OWNER'S ASSOCIATION, a Texas non-profit corporation presently or hereafter incorporated by or on behalf of Declarant, and the successors and assigns of such corporation.
- 1.4 "Board" or "Board of Directors" shall mean the Board of Directors of the Association, whether such Board be appointed by Declarant or elected in accordance with the provisions of this Declaration.
- 1.5 "By-laws" shall mean the By-laws of the Association.
- 1.6 "City" shall mean the City of Rosenberg, Texas.
- 1.7 "Control Period" shall mean the period commencing on the date this Declaration is recorded in the Official Public Records of Real Property of Fort Bend County, Texas and ending on the earlier to occur of (i) the date Declarant no longer owns any Parcel or (ii) the date Declarant records a document in the Official Public Records of Real Property of Fort Bend County, Texas which references this Declaration and states that the Declarant declares this Control Period under this Declaration to be terminated (Declarant having the right to make such declaration and record such document at any time).
- 1.8 "Declarant" shall mean and refer to Rosenberg Business Park, Ltd., a Texas limited partnership, and its successors and assigns, if such successors or assigns are designated in writing by Rosenberg Business Park, Ltd., as a successor or assign of the rights of Rosenberg Business Park, Ltd., as set forth herein. Following the end of the Control Period, the term Declarant shall mean and refer to the Board.
- 1.9 "Declaration" shall mean this instrument and any amendment hereto.
- 1.10 "Detention Area" shall mean the off-site Detention Area and all improvements thereon.
- 1.11 "Front Building Elevation" shall mean a minimum of one (1) building elevation containing the front door of the establishment and facing a street, but not necessarily all building elevations facing a street.

- 1.12 “Hazardous Substance” shall mean any hazardous or toxic substance or contaminated material including but not limited to asbestos, oil and petroleum products and those substances within the scope of all federal, state and local environmental laws and ordinances, including without limitation the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act and the Superfund Amendment and Reauthorization Act of 1986.
- 1.13 “Indemnified Parties” shall mean Declarant and the Association and their predecessors, successors, assigns, legal representatives, beneficiaries, affiliates, agents, attorneys and employees.
- 1.14 “Maintenance Fund” shall mean any accumulation of (i) The Annual Maintenance Charge collected by the Association from each Owner and such Owner’s Parcel or Parcels in accordance with the provisions of this Declaration, and (ii) interest, penalties, special assessments and other sums and revenues collected by the Association pursuant to this Declaration.
- 1.15 “Majority of the Members” shall mean the majority of those votes entitled to be cast by the Members who are eligible to vote and are present or voting by legitimate proxy at a duly called meeting at which a quorum (as defined in the By-laws) of Members who are eligible to vote are represented.
- 1.16 “Masonry” shall mean brick, stone, stucco, or concrete tilt wall.
- 1.17 “Member” or “Members” shall mean a member or members of the Association.
- 1.18 “Mortgage” shall mean a security interest, mortgage, deed of trust, or lien instrument granted by an Owner to secure the repayment of a loan made to Owner for the purpose of acquiring a Parcel and constructing improvements thereon, duly recorded in the Office of the County Clerk of Fort Bend County, Texas and creating a lien or security interest encumbering a Parcel and all improvements thereon.
- 1.19 “Mortgagee” shall mean the beneficial owner(s) of a Mortgage.
- 1.20 “Owner” or “Owners” shall mean any person or persons, firm, corporation or other entity that holds, of record, fee title to a Parcel, but excluding those having such interests merely as security for the performance of an obligation or the buyer of a Parcel under an executory contract of sale.
- 1.21 “Parcel” or “Parcels” shall mean each separate lot, tract or parcel of land within the Property.
- 1.22 “Plans” shall mean the final construction plans and specifications (including a site plan showing the location of all structures and improvements and the size and location of driveways, walks, parking and storage facilities, fences and screening) for any building or improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of any Parcel, together with detailed, final plans, specifications and descriptions of the landscaping to be installed thereon, all in form and substance reasonably satisfactory to the Board, and prepared in conformity with the applicable provisions of this Declaration.
- 1.23 “Private Drives” shall mean any private streets or roads constructed or to be constructed on the Property by Property Owners.
- 1.24 “Property” shall mean that certain tract or parcel of land containing approximately 184 acres of land and situated in Fort Bend County, Texas, such tract or parcel of land being more particularly described in Exhibit “A” attached hereto.
- 1.25 “Public Streets” shall mean that certain 100’ ROW public street identified as Phase 1 on the Site Plan, together with any future public streets or drives constructed to provide access to or from the Property by the City of Rosenberg and maintained by the City of Rosenberg.
- 1.26 “Public Utility Lines” shall mean all public power, telephone domestic water, fire water, sanitary sewer and storm sewer lines constructed or to be constructed on the Property by the City of Rosenberg or other entities.

- 1.27 “Restrictions” shall mean the covenants, conditions, easements, reservations and stipulations that shall be applicable and govern the improvement, use, occupancy, and conveyance of all the Parcels as set forth in this instrument or any amendment thereto.
- 1.28 “Rules and Regulations” shall mean rules adopted and/or amended from time to time by the Board concerning the management and administration of the Property for the use, benefit and enjoyment of the Owners.
- 1.29 “Shared Utility Facilities” shall mean all Private Utility Lines, Public Utility Lines, the Detention Area and any and all drainage and stormwater systems, easements and related facilities constructed, existing, or to be constructed on the Property from time to time.
- 1.30 “Site Plan” shall mean that certain plan of ROSENBERG BUSINESS PARK, showing a proposed subdivision of the Property and the Public Streets, as the same may be amended or revised from time to time pursuant to the terms of this Declaration. A copy of the preliminary Site Plan is attached hereto as Exhibit “B”.

## ARTICLE II

### Use Restrictions.

- 2.1 No Parcel shall be used for any purposes except for the following commercial uses: office, retail (subject to the further limitations herein contained), commercial processing, agricultural, research, servicing, light industrial, manufacturing, retail sales of products by manufacturers thereof or by manufacturer’s representatives, warehousing, distribution purposes, and services ancillary to such uses, or any combination of such uses. No land in the Property shall be used for any purpose which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which is hazardous by reason of excessive danger of fire or explosion, or for any purpose which may become an annoyance or nuisance to any other property in the Property or which will be in violation of the laws, rules, regulations, or orders of the United States or the State of Texas or any other governmental entity. No portion of the Property shall be used for residential purposes. The Declarant or the Board at any time may not amend these restrictions that would change the permitted uses without the consent from the City of Rosenberg. If the City doesn’t respond to the Declarant or Boards request within 30 days the request to modify the Use Restrictions would be considered approved.
- 2.2 No building of a temporary character, office trailer or trailer home, basement, tent, shack, barn or other out-building shall be permitted on the Property at any time without the prior written consent of the Board and the City of Rosenberg; provided, however, that any construction trailer or a temporary structure permitted under applicable laws may be used in connection with the construction of improvements on the Property.
- 2.3 No signs of any kind may be erected on the Property, except for signs identifying the tenant(s) or Owner(s) or products of such tenant or Owner(s), of the Property or buildings thereon, and “For Sale” and “For Lease” signs, and same must be of a reasonable size not to exceed a maximum of thirty-two (32) square feet. Signs are limited to one on a building, unless multiple businesses are conducted within the building, in which event there may be one sign for each business occupying the interior portion of the building contiguous to such sign, and one on which the sole business or all such businesses, if more than one, are collectively identified in the open area of each Parcel, and shall not bear any flashing, blinking or moving lights. No sign shall be painted on a building wall and no sign shall be erected on top of or extend above a building. No pole signs shall be permitted. No banners or temporary signs shall be permitted. All signs must be approved by the Board before they are erected. An Owner of a Parcel may install, construct, operate and maintain such additional signage as such Owner (or its lessee) may desire on such Owner’s Parcel with the written consent of the Board, such consent not to be unreasonably withheld, conditioned, or delayed. The Board shall notify such Owner in writing of its approval or rejection of such additional signage within thirty (30) days after the Board’s receipt of an Owner’s written request therefor. If the Board fails to give to the person requesting such additional signage notification of approval or rejection within such thirty (30) day period, the Board shall be conclusively deemed to have given its approval with regard to the request made. There will be no pole signs, no banner signs, or signs extending above the building permitted.

- 2.4 No Parcel in the Property shall be used or maintained as a landfill site, dumping site, salvage yard, asphalt plant, junk yard or other similar use. Trash, garbage or other waste materials shall not be kept except in sanitary containers constructed of metal, plastic or masonry material, with sanitary lids or covers. All such trash containers and other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition and shall be attractively screened from view from any street or thoroughfare. All rubbish, trash or garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Any accumulation of trash shall be disposed of immediately by the Owner or occupant causing same.
- 2.5 No Owner or occupant shall use or permit his Parcel to be used in such a manner so as to endanger the health or disturb the reasonable enjoyment of any other Owner or occupant. No Owner or occupant shall engage in any activity within the Property which has the effect of increasing premiums for any insurance carried by the Association or any other Owner.
- 2.6 No Owner shall use or permit his Parcel or improvements to be used for any purpose that would unreasonably interfere with the use and occupancy of the Property by other Owners, or violate any ordinance of the City or any rule, regulation, law or ordinance of any other county, state, municipal or governmental authority having jurisdiction over the Property.
- 2.7 No noxious, offensive, dangerous or unduly noisy activity shall be conducted on any Parcel, nor shall anything be done thereon which may be or become a nuisance to the Property or to any occupant of a Parcel. No grass or weeds shall be allowed to grow to a height, which is unsightly in the opinion of the Board. The Association shall have the right, but not the obligation, after 10 days written notice to the Owner of a Parcel, to remove from such Parcel accumulated trash, garbage or debris and to cut and remove unsightly grass and weeds and to charge the Owner for all such costs thereby incurred. Such charge shall bear interest from the date That demand is made by the Association until paid at the rate of eighteen percent (18%) per annum and shall be secured in the same manner as the Annual Maintenance Charge, as provided in Article 9.5 hereof, but in no event shall the interest rate exceed the maximum rate allowed by applicable law.
- 2.8 No drilling, digging, quarrying or mining operation of any sort shall be permitted on the Property, except for simulated exercises for training.
- 2.9 The Declarant and any Owner of a Parcel, or any portion thereof, and any Owner of any buildings or improvements situated thereon, and their respective heirs, executors, administrators, successors and assigns, shall at all times keep their respective premises, buildings, improvements and appurtenances in a well-maintained, safe, clean, attractive and sanitary condition and shall comply with all applicable regulations of governmental agencies having jurisdiction over health, safety and pollution control. Refuse and waste materials shall not be permitted to accumulate on any part of the Property and shall be regularly collected and disposed of; provided, however, that the foregoing provision shall not be interpreted to prohibit the construction or operation of a designated outside waste accumulation area that is specifically approved by the Board and determined to be harmonious with the remainder of the Property. Unless otherwise approved by the Board, all outside storage areas or facilities shall be separated from adjoining public streets or from other property by fencing of at least six (6) feet in height composed of coated chain link, or equal material, and shall be screened from the street or other property by slats or trees and shrubs . If, in the opinion of the Declarant, any such Owner or lessee is failing in this duty and responsibility, then Declarant may give such Owner or lessee, or both, notice of such fact, and such owner or lessee must, within ten (10) days of such notice, undertake the care and maintenance required to restore such Owner's or lessee's property to a safe, clean and attractive condition. Should any such Owner or lessee fail to fulfill this duty and responsibility after such notice, then the Declarant shall have the right and power to perform, or have performed, such care and maintenance, including, without limitation, the mowing of any vacant Parcel, and the Owner and lessee (and or both of them) of the property on which such work is performed by the Declarant shall be liable for the cost of any such work and shall promptly reimburse the Declarant for the cost thereof. If such Owner or lessee shall fail to so reimburse the Declarant within thirty (30) days after being billed therefore, then said cost shall be a debt of such Owner or lessee (and both of them), payable to the Declarant, and shall be a lien against any such Owner's and/or lessee's real property in the Property, which lien shall be subordinate to any now existing or hereafter created valid liens securing purchase money, the cost of construction or permanent financing therefore, or any renewal or extension of such liens. Notwithstanding the foregoing, variances to the provisions of this Section 2.9 concerning the screening of outside storage areas or facilities may be granted by the Board upon written request of an Owner to

accommodate such Owner's particular needs with respect to its ownership and operation of its respective Parcel. The Board shall notify such Owner in writing of its approval or rejection of such variance within thirty (30) days after the Board's receipt of an Owner's written request therefor; provided, however, that the approval of any such requested variance shall not be unreasonably withheld, conditioned, or denied. If the Board fails to give to the person requesting such variance notification of approval or rejection within such thirty (30) day period, the Board shall be conclusively deemed to have given its approval with regard to the request made.

- 2.10 The Owner of each Parcel, or those holding under any such Owner, shall provide adequate on-site parking areas for employees, customers, Owners and tenants paved with concrete or other materials approved by Declarant; and none of their respective employees, customers, Owners or tenants shall have any right to park on any streets or highways adjacent to said Parcel. Paved parking areas may be constructed in any designated set back area between a dedicated street and a building.
- 2.11 No Owner shall park or permit such Owner's guests, invitees or contractors to park vehicles along or within any Public Street or any Private Drive within the park. Parking within any ingress/egress easement is prohibited.
- 2.12 The discharge of firearms of any kind or nature in the Property is strictly prohibited, unless approved by the City of Rosenberg and no hunting of wild game or birds of any species by any method is allowed therein. Explosive devices shall not be utilized on any Parcel except with prior written permission from the Declarant.
- 2.13 For purposes of the second sentence of Section 2.1 of this Declaration (beginning with: "No land in the Property shall be used for any purpose which is offensive ..."), the commercially reasonable opinion of the Board with respect to the use and occupancy of any Parcel, and the compliance of such use with the restrictions contained herein, shall be binding upon the Owners of all Parcels; provided, however, that no Parcel may in any event be used for any purpose which is in violation of the laws, rules, regulations, or orders of the United States or the State of Texas or any other government entity.

### ARTICLE III

#### Approval of Plans.

- 3.1 No building, structure or improvement of any kind (including, without limitation, landscaping and fences) shall be erected, placed, constructed, or substantially altered on any Parcel until the Plans for such building or improvement have been submitted to and approved in writing by the Board (such approval not to be unreasonably withheld, conditioned, or delayed) and thereafter approved by the City of Rosenberg and any appropriate governmental agency or entity (if required).
- 3.2 In determining whether such Plans shall be approved, the Board may take into consideration factors deemed appropriate by the Board. Such factors may include, without limitation, the following:
  - (a) Compliance with this Declaration;
  - (b) Kind and quality of the building materials or improvements and their suitability;
  - (c) Kind and quality of the proposed landscaping;
  - (d) Harmony, compatibility and the conformity of the design of such building or improvement with existing and proposed buildings and improvements on the Property and with the design or overall character and aesthetics of the Property;
  - (e) Location of such building, improvements and landscaping within the Parcel on which it will be constructed or placed;
  - (f) Square footage;
  - (g) Compliance with the Design Standards (hereinafter defined),

- (h) Compliance with the Rules and Regulations; and
- (i) Compliance with the applicable laws, ordinances, rules or regulations of any county, state, municipal or other governmental authority having jurisdiction over the Property.

3.3 The Board shall approve or disapprove the Plans in accordance with the following procedures:

- (a) Two (2) complete sets of Plans, together with samples of materials and colors and such other documentation or information as may be deemed pertinent and required by the Board, shall be delivered by the Owner to the Board at the address of the Association; provided, however, until the expiration of the Control Period, such Plans shall be delivered to Declarant at the address set out above or such other addresses as Declarant may from time to time designate by written notice to the Association. The Board may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed improvement. Until receipt by the Board of all required materials in connection with the proposed improvement, the Board may postpone review of any materials submitted for approval.
- (b) If the Plans are approved by the Board, a letter of approval, including a description of qualifications or required modifications, if any, shall be prepared for the countersignature of the Owner. Such approval shall be dated and shall not be effective for construction commenced more than nine (9) months after such approval. If construction is not commenced within nine (9) months after such approval, the Owner shall not begin construction of any building or improvement of any kind until the corresponding Plans have been resubmitted and reapproved by the Board in accordance with the provisions of this Article 3.3.
- (c) If the Plans are disapproved by the Board, one set of such Plans shall be returned marked "Disapproved", and shall be accompanied by a statement by the Board setting forth the reasons for disapproval.
- (d) If the Board fails to indicate its approval or disapproval within thirty (30) days after receipt by the Board of all of the Plans, materials, documentation and information described in Subsection 3.3 (a) above, it will be deemed that the Board has approved such Plans.
- (e) The Board may from time to time (but shall not be obligated to) promulgate architectural and landscaping standards for the design and construction of improvements within the Property and for the design and installation of landscaping on the Parcels (the "Design Standards"). A copy of the Design Standards in effect at the time will be furnished to any Owner upon written request therefor. Such Design Standards shall supplement this Declaration and may make other and further provisions as to the approval and disapproval of Plans, prohibited materials and other matters relating to the appearance, design and quality of improvements or landscaping. Such Design Standards, as they may be promulgated from time to time by the Board, shall be incorporated in this Declaration by this reference as if set forth at length herein. Any such Design Standards shall be made available to prospective purchasers following a request for the same before closing of their Parcel. The landscaping standards are attached hereto as Exhibit "C" and incorporated in this Declaration as if set forth at length herein.

3.4 All decisions of the Board shall be final, conclusive and binding and there shall be no review of any action of the Board. The Board shall have the right (but not the obligation) to delegate its rights and obligations under this Article III to an architectural review committee composed of individuals to be selected by the Board, in accordance with the By-laws of the Association.

3.5 No approval of Plans and no publication of Design Standards shall ever be construed as representing or implying that such Plans, specifications or standards will, if followed, result in a properly constructed structure complying with all applicable legal requirements. Such approvals and standards shall in no event be construed as a representation, warranty or guaranty by the Board or any architectural review committee that any structure will be built in a good or workmanlike manner. Neither Declarant, the Association, the members of the Board nor the members of the architectural review committee or any of their

representatives, shall be liable in damages to anyone submitting Plans to the Board for approval, or to any Owner or lessee of any part of the Property affected by this Declaration, by reason of or in connection with the approval or disapproval or failure to approve any Plans submitted. Every person who submits Plans to the Board for approval agrees, by submission of such Plans, and every Owner or lessee of any portion of the Property involved herein agrees, by acquiring title thereto or any interest therein, that such person, Owner or lessee will not bring any action or suit against the Declarant, the Association, any of the members of the Board, any of the members of the architectural review committee or any of their representatives, to recover any such damages and each, by acceptance of such conveyance, hereby waives all such claims and causes of action.

- 3.6 The Board or its duly authorized representative shall have the right, but not the obligation, to inspect any improvements to a Parcel prior to or immediately after completion.
- 3.7 No action or failure to act by the Board shall constitute a waiver or estoppel with respect to future action by the Board.
- 3.8 The Board may authorize variances from compliance with the design, construction, signage, outside storage, or any other provisions of this Declaration due to circumstances warranting such variance in the opinion of the Board such as topography, natural obstructions, hardship, aesthetic or environmental considerations and the shape and configuration of the particular Parcel for which the variance is sought. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Board. The granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular Parcel and particular provision described therein, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Property.
- 3.9 All water towers, storage tanks, exterior processing equipment, fans, skylights, cooling towers, communication towers and any other similar structures or equipment in the Property shall be architecturally compatible with the other buildings in the Property or be effectively shielded from view from any public street by an architecturally sound method, including, where appropriate, slatted fence, trees and shrubs
- 3.10 Any notice to the Declarant or request for approval by the Declarant shall be made to the Declarant in writing, and shall be sent to the Declarant by certified or registered mail, postage prepaid, addressed as follows: 1800 Augusta Drive, Floor 4, Houston, Texas 77057. If any request for approval of a variance or exception to the restrictions provided herein, or approval of any proposed action by a Parcel Owner where a construction of this Declaration is required is made to the Declarant, the Declarant shall, within thirty (30) days after the request is made, give the person making the request, at such person's address as shown in the request, written notification either of the approval by the Declarant, which approval shall not be unreasonably withheld, or of its rejection of the request, with specification of the reasons for such rejection. If the Declarant fails to give to the person requesting such approval notification of rejection within such thirty (30) day period, as provided for above, the Declarant shall be conclusively deemed to have given its disapproval with regard to the request made. Any approval or rejection given by the Declarant, and any written approval, rejection or other communication by the Declarant may be relied upon, as the act of the Declarant, by the person receiving such approval, rejection or other communication.

#### ARTICLE IV

##### Maintenance, Alteration and Repairs.

- 4.1 Subject to the provisions of Article III and the approvals required therein, and subject to the Rules and Regulations and subject to the Design Standards each Owner shall have the right to make minor alterations, modifications, and repairs to such Owner's Parcel and improvements, provided that all such action is performed in a good and workmanlike manner, causes minimum inconvenience to other Owners and does not constitute a nuisance. Alterations or repairs which would change the exterior color, materials or shape of the improvements must be approved by the Board. Notwithstanding the foregoing, if any of the above described actions is performed without the prior approval of the Board of Plans therefor in accordance with Article III hereof, the Board may require (but shall be under no obligation to require) the Owner to remove or eliminate any paint color, decoration, or other object situated on such Owner's improvements or Parcel that is visible from any street or thoroughfare or from any other Parcel, if, in the Board's sole judgment,

such object detracts from the visual attractiveness of the Property or is inconsistent with the design or overall character and aesthetics of the Property.

- 4.2 Subject to the provisions of Article 4.3 hereof, each Owner shall maintain such Owner's Parcel, improvements, fences, landscaping, light standards and fixtures, sanitary, storm water, water and drainage lines and facilities which service only such Owner's Parcel and improvements, including the point of the connection of such lines and facilities to the Shared Utility Facilities, and all other improvements in good working order and repair and in an attractive condition at all times. If any Owner fails to comply with the requirements of this Article 4.2, the Association may, but shall not be obligated to, without liability to such Owner or any occupant in trespass or otherwise, enter upon such Parcel, maintain or repair any of same, in which case such Owner shall upon demand pay the Association's cost of same. Such indebtedness shall bear interest from the date that demand is made by the Association until paid at the rate of eighteen percent (18%) per annum and shall be secured in the same manner as the Annual Maintenance Charge, as provided in Article 9.5 hereof, but in no event shall the interest rate exceed the maximum rate allowed by applicable law.
- 4.3 Notwithstanding the foregoing, in addition to the Association's rights pursuant to Section 4.2 above, Declarant or the Association will provide all of the landscaping within the Property, including any landscaping located within an Owner's Parcel. The expenses incurred by the Association shall be included in the Annual Maintenance Charge pursuant to Article IX below. There is hereby created a blanket easement in favor of the Association upon, across, over and all of the Property for the purpose of maintaining such landscaping.

#### ARTICLE V

##### Construction.

- 5.1 Construction of improvements must be commenced upon a Parcel by the Owner thereof within one (1) year after the date such Parcel is first conveyed by Declarant to an Owner (other than Declarant). If construction is not started within one (1) year, owner grants Declarant the option to purchase the parcel at the exact price the Owner paid to Declarant.
- 5.2 Without the prior written consent of the Board (not to be unreasonably withheld, conditioned, or delayed), no building material of any kind or character shall be placed or stored upon any Parcel more than thirty (30) days before the construction of a structure or improvement is commenced. All materials permitted to be placed on a Parcel shall be placed within the property lines of the Parcel. At the completion of such building or improvements, any unused materials shall be removed immediately from the Parcel. After commencement of construction of any structure or improvement on the Parcel, the work thereon shall be prosecuted diligently, to the end that the structure or improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Unless otherwise authorized in writing by the Board prior to commencement of construction, the construction of any structure or improvement on a Parcel shall be completed within one (1) year from the date of commencement of construction, excepting delays due to strikes, war, acts of God, or other causes beyond the control of the Owner and approved by the Board.
- 5.3 Only new construction materials (except for used brick) may be used in constructing a structure or improvements situated on a Parcel unless otherwise approved in writing by the Board.
- 5.4 Any exterior lighting of any improvements or Parcel shall be subject to the prior written approval of the Board, not to be unreasonably withheld, conditioned, or delayed.
- 5.5 Each building to be located on a Parcel shall be constructed with exterior materials of brick veneer, cement plaster, concrete block, concrete tiltwall, steel, aluminum or glass, or their equivalent. Any concrete block exterior surfaces shall be architecturally treated in a manner acceptable to the Declarant. Any steel or aluminum exterior surfaces shall be coated or painted with an enamel finish. In addition, the Front Building Elevation shall consist of 100% Masonry, glass, or a combination thereof. All exterior tilt up concrete walls must be painted unless constructed with decorative aggregate exterior designs. No building will be permitted in the Park higher than 70 feet.

- 5.6 The location of loading docks or loading areas shall be in the rear or side of the building or, if in the front of the building, a minimum of 50 feet from any street and screened similar to outside storage areas as described in Section 2.9.
- 5.7 Bulk storage of flammable fluids must be maintained underground, or in flashproof metal tanks, or protected by earthen fire walls.
- 5.8 No effluent containing harmful bacteria, poisonous acids, oils or other harmful substances shall be permitted to drain or drift beyond the property lines of the Property.
- 5.9 The minimum building lines/minimum set back lines are hereby established for the Property:
1. Street Set-Back: twenty (25) feet from face of curb; first ten (10) feet of set-back shall be used for landscape buffer only
  2. Rear Set-Back: fifteen (15) feet,
  3. Side Set-Back: fifteen (15) feet.

Further, no buildings, nor any other improvements situated above the surface of the ground (other than parking, paving and landscaping), shall be within an easement on such Parcel established hereby or by the Site Plan without approval by the Board.

- 5.10 The construction of any and all improvements on a Parcel shall at all times be in strict compliance with the Plans approved by the Board, this Declaration, the Plat and the laws and ordinances of Fort Bend County and the City, including without limitation, compliance with any and all requirements or ordinances with respect to building set-back lines.

## ARTICLE VI

### Easements.

- 6.1 The Declarant shall have the right, but no obligation, to amend this Declaration from time to time to create ingress/egress and utility easements (including Private Drives) upon, across, over and under portions of the Property (regardless of whether or not such portions of the Property are then owned by Declarant) for ingress and egress, installation, replacing, repairing, operating and maintaining utilities (including without limitation, water, sewer, storm water, ingress/egress, telephone, electricity, gas and cable television) so the appropriate entity can provide such utilities as may be reasonably necessary for the construction, use, development and enjoyment of the Property or any portion thereof and an unlocated easement over the Property for such purposes is hereby reserved by Declarant; provided, however, such additional ingress/egress and utility easements shall not be located so as to unreasonably interfere with or impede the use of the surface of any Parcel or any improvements or facilities existing on any Parcel as of the date such additional ingress/egress and utility easements are created. Any ingress/egress and utility easements created pursuant to his Section 7.1 shall sometimes be hereinafter referred to collectively as the "Utility Easement". By virtue of the Utility Easement, it shall be expressly permissible for the Declarant, the Association and/or the utility entities to affix, construct, maintain, repair, replace and operate pipes, wires, conduits or other service lines on, across, over and under the Utility Easement, to the extent not limited hereby.
- 6.2 Easements for the installation and maintenance of utilities and ingress/egress are hereby reserved as herein provided, and by amendments to this Declaration made after the date hereof. Right of use for ingress and egress shall be had at all times over any Utility Easement and for the installation, operation, maintenance, repair, replacement or removal of any utility together with the right to remove any obstruction that may be placed in any Utility Easement that would constitute interference with the use, maintenance, repair, replacement, removal, operation or installation of such utility. No structure, planting or other materials shall be placed or permitted to remain within any Utility Easement which may damage or interfere with the use, installation, repair, operation, replacement, removal or maintenance of such utilities. The easement areas of each Parcel shall be maintained by the Owner of the Parcel, except for those improvements for which Declarant, the Association, a public authority or utility entity is responsible.
- 6.3 There is hereby created a blanket easement in favor of the Association upon, across, over and under all of the Property for ingress and egress for the purpose of maintaining the fences, walls, structures, light standards and fixtures, landscaping, sanitary, storm water and drainage lines and utilities facilities, and

other improvements when an Owner or occupant has failed to do so (the Association having no obligation to so maintain).

- 6.4 Declarant shall have the right, and obligation at its sole cost and expense, to construct a "ROSENBERG BUSINESS PARK" sign (the "Business Park Sign") in which event the Association shall maintain the Business Park Sign in good condition and repair. Said sign shall comply with the restrictions listed in section 2.1. The maximum size of the sign shall be 16 feet in height and 120 square feet in area in accordance with the City of Rosenberg's Code of Ordinances, Chapter 6, Article XIII. Declarant may cause the Business Park Sign to contain such information regarding Declarant, or its affiliates, as Declarant shall desire. In the event the Declarant does not construct a Business Park Sign on or before the expiration of the Control Period, the Association shall have the right (but no obligation), at its sole option and at its sole cost and expense, to construct a Business Park Sign, in which event the Association shall maintain the Business Park Sign in good condition and repair. Accordingly, there is hereby created in favor of the Declarant, and upon expiration of the Control Period, in favor of the Association, for the benefit of the Property, an easement upon, across, over and under that portion of the Property reasonably necessary for the installation, replacing, repairing and maintaining the Business Park Sign. Declarant may at any time and from time to time assign all or any portion of its rights under this Article 7.5 to the Association.
- 6.5 Notwithstanding anything contained herein to the contrary, the Owner of any Parcel shall be entitled to the free and unimpeded use and enjoyment of the surface of its respective Parcel to the maximum extent permitted by law and this Declaration and the grant, reservation or creation of any blanket easements herein (whether in this Article 7 or otherwise) over, above, under, or across any such Parcel, or any portion thereof, shall not preclude any Owner from constructing, installing, operating, or maintaining any structure or improvement on such Parcel so long as the same shall not materially interfere with or frustrate the purpose of any such blanket easement.

## ARTICLE VII

### Management and Operation of the Property.

- 7.1 The common affairs of the Property shall be managed by the Association. The Association shall have the right, power and obligation to provide for the management, maintenance, repair, replacement, administration, insuring and operation of the Property. The business affairs of the Association shall be managed by its Board of Directors. Until the expiration of the Control Period, the Declarant shall have absolute, complete and exclusive control of the Association and the Board of Directors, regardless of how many other Owners may acquire Parcels during such period of time. The Declarant, in its sole discretion, may appoint a Board of Directors during the Control Period, said appointed Board to administer the Association's affairs until the first annual meeting of the Members of the Association is held in accordance with the provisions of Article 8.4 hereof and a Board of Directors is elected by the Members. The Board of Directors elected at the first annual meeting of Members of the Association is herein called the "First Elected Board". The Board of Directors appointed by Declarant pursuant to the provisions of this Article 8.1 is herein referred to as the "Appointed Board". The Declarant shall have the power, exercisable at any time and from time to time, to remove any Director of the Appointed Board and appoint a successor, as well as to appoint a successor for any position on the Appointed Board which becomes vacant. The Declarant hereby appoints William G. Smith and Stephen G. Darnall as members of the "Appointed Board". The Appointed Board may engage the Declarant or any other party whether or not affiliated with Declarant, to perform the day to day functions of the Association and to provide for the management, maintenance, repair, replacement, administration insuring and operation of the Property as required herein.
- 7.2 Each Owner, including Declarant during the period of time in which Declarant owns any Parcel, shall be a Member in the Association and such membership shall terminate automatically when such ownership ceases. Upon the transfer of ownership of a Parcel, howsoever achieved, the new Owner thereof shall, concurrently with such transfer, become a Member in the Association.
- 7.3 Until the expiration of the Control Period, Declarant shall have all voting power, and no other Member shall have any voting power whatsoever during such period of time; thereafter, the total voting power shall be the sum of votes that correspond to each 10,000 square feet of land within the Parcels, with all votes in the Association to be on the basis of one vote being allocated to each 10,000 square feet of land (rounded to the nearest 10,000 square foot if more or less) owned by such Owner in all of the Parcels. In the event that ownership interests in a Parcel are owned by more than one Member of the Association, such Members

shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for each 10,000 square feet of land. Such Owners shall appoint one of them as the Member who shall be entitled to exercise the vote of that 10,000 square feet of land at any meeting of the Association. Such designation shall be made in written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Parcel is owned by more than one Member of the Association and no single Member is designated to vote on behalf of the Members having an ownership interest in such Parcel, then none of such Members shall be allowed to vote. All Members of the Association may attend meetings of the Association and all voting Members may exercise their vote at such meetings either in person or by proxy.

- 7.4 The first annual meeting of the Members of the Association shall be held within 60 days after the expiration of the Control Period, when called by either the Appointed Board or Declarant, upon no less than ten (10) and no more than fifty (50) days prior written notice to the Members. The First Elected Board shall be elected at the first annual meeting of the Members of the Association. Thereafter, annual and special meetings of the Members of the Association shall be held at such place and time and on such dates as shall be specified in the By-laws. The Declarant may convene a special meeting of the Members of the Association at any time and from time to time prior to the first annual meeting of the Members of the Association for such purposes as the Declarant may deem appropriate.
- 7.5 The initial Board of Directors shall be elected and shall meet in the manner set forth in the By-laws.
- 7.6 In addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between or among Owners, the Board and/or the Association, including appointment of committees to consider and recommend resolution of any such disputes.
- 7.7 Declarant or the Board may retain, hire, employ or contract for the construction, maintenance, repair, landscaping, insuring, administration and operation of the Property as provided for herein and as provided for in the By-laws.
- 7.8 Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members or any other party.
- 7.9 In accordance with the By-laws, the Board shall elect, at least annually, a President, one or more Vice Presidents, a secretary, a Treasurer and such other officers and assistant officers as it may designate who shall each serve the Association without compensation. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association. The President shall have all the general powers and duties which are usually vested in the office of president of an association. The Secretary shall keep all the minutes of all meetings of the Board and the minutes of all meetings of the Association, and shall be in charge of such books and papers as the Board may direct. The Secretary shall keep and update a complete list of Members, showing opposite each Member's name the number of the Parcel owned by such Member. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall also be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be designated by the Board. The Appointed Board or Declarant shall appoint a President, one or more Vice Presidents, a Secretary and a Treasurer to serve in such capacities until the first annual meeting of the Members of the Association shall be held in accordance with the provisions of Article 8.4 hereof. At the first annual meeting of the Members of the Association, the First Elected Board shall elect a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as it may designate; thereafter, the Board shall elect officers at least annually, in accordance with the By-laws of the Association.

#### ARTICLE VIII

##### Maintenance Expense Charge and Maintenance Charge.

- 8.1 Each Parcel shall be subject to an Annual Maintenance Charge in an amount to be set by the Declarant or Appointed Board from time to time, and thereafter shall be set by the Board. If the Board elects to establish a security program for the Property, each Owner shall cooperate and participate in such security program and the Annual Maintenance Charge shall include the security charge relating to such security program.

The amount of the Annual Maintenance Charge for each Parcel may be increased or decreased by the Board from time to time, as needed to pay for the expenses of the Association. After the third full year of operation, if any such change increases the Annual Maintenance Charge by more than twenty percent (20%) of the amount of Annual Maintenance Charge prior to such change (for any reason other than the initial development of the improvements on the Detention Area or other Shared Utility Facilities, increases in taxes or insurance, the introduction of new or additional services, or a requirement of a governmental authority), the change must be approved by a Majority of the Members present at a duly called meeting. The Annual Maintenance Charge and any special assessments provided for in Article 9.4 hereof chargeable to a Parcel shall be based upon a fraction the numerator of which is the number of square feet of land comprising such Parcel and the denominator of which is the total number of square feet comprising the Property.

- 8.2 Notwithstanding anything to the contrary contained in this Declaration, until the election of the First Elected Board, Declarant shall not be responsible for the payment of the Annual Maintenance Charge chargeable with respect to all Parcels owned by Declarant. Declarant shall, however, with respect to such period of time until such election, be responsible for payment to the Association of the sum, from time to time, equal to the expense incurred by the Association on a cash basis, less the Annual Maintenance Charges paid from time to time by the Owners other than Declarant. From and after the election of the First Elected Board, Declarant shall not be responsible for any deficit between expenses incurred by the Association and the Annual Maintenance Charges paid by the Owners, but Declarant shall be responsible for paying the Annual Maintenance Charge with respect to the Parcels owned by Declarant thereafter from time to time.
- 8.3 The Annual Maintenance Charges collected by the Association shall be paid into the Maintenance Fund and shall be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Property. The Board shall expend the Maintenance Fund: for the maintenance, repair, replacement, insuring, administration, management and operation of the Property, including without limitation, the ownership, maintenance, repair, replacement and operation of any common landscaping or fencing, any Private Drives or Private Utility Lines, as well as any costs incurred in connection with the Detention Area and Shared Utility Facilities, and the Business Park Sign; for the payment of taxes applicable to any common areas of the Property; for the maintenance of the public street lighting, public street sweeping, and public street maintenance within the Property to the extent not paid for by the City of Rosenberg, maintenance of entry markers, greenbelts, esplanades and landscape reserves owned as easement rights by the Association; for the performance of the duties of the Board and the Association as set forth herein; for the enforcement of this Declaration by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the commercially reasonable determination of the Board, desirable in order to maintain the character, integrity and value of the Property and the Parcels therein. The Board and its individual members shall not be liable to any person as a result of action taken by the Board with respect to the Maintenance Fund, except for willful misconduct or fraud.
- 8.4 If the Board at any time (and from time to time) after expiration of the Control Period determines that the Annual Maintenance Charges assessed for any period are insufficient to provide for its stated purpose, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for the same. No special assessment shall be effective until the same is approved in writing by a Majority of Members present at a duly called meeting. Any such special assessment shall be payable, and the payment thereof may be enforced, in the manner herein specified for the payment of the Annual Maintenance Charges.
- 8.5 The Annual Maintenance Charge assessed against each Owner shall be due and payable, in advance, annually on the date determined from time to time by the Board, subject to the appropriate yearend adjustment based upon actual expenses incurred. Any such amount not paid and received by the fifteenth (15th) day after the due date thereof shall be deemed delinquent, and, without notice, shall bear interest at a rate of eighteen percent (18%) per annum until paid, but in no event shall the interest rate exceed the maximum rate allowed by applicable law. The Board, at its option, may impose and collect late charges on delinquent payments.

To secure the payment of the Annual Maintenance Charge, special assessments levied hereunder and any other sums due hereunder (including, without limitation, interest, late fees or delinquency charges) a contractual lien is hereby created, in favor of the Association, in and to each Parcel and improvements and

assigned to the Association which lien shall be enforceable as hereinafter set forth by the Association or the Board on behalf of the Association. The lien described in this Article 9.5 shall be deemed subordinate to any Mortgage and any renewal, extension, rearrangements or refinancing thereof; provided, however, no foreclosure of any Mortgage shall free any Parcel, improvements or Owner from the lien described in this Article 9.5 securing such Annual Maintenance Charges, special assessments or any other sums due hereunder thereafter becoming due and payable. The collection of such Annual Maintenance Charges, special assessments and other sums due hereunder may, in addition to any other applicable method at law or inequity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and reasonable attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. In no event shall the foreclosure of any Mortgage extinguish or discharge the personal obligation of the foreclosed Owner to pay Annual Maintenance Charges, special assessments levied hereunder or any other sums due hereunder. The voting right of any Owner in default in the payment of the Annual Maintenance Charge, or other charge owing hereunder for which an Owner is liable, shall be automatically revoked for the period during which such default exists.

Notice of the lien referred to in this Article 9.5 may be given by the recordation in the Office of the County Clerk of Fort Bend County, Texas of an affidavit, duly executed, sworn to and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Parcel according to the books and records of the Association, and the legal description of such Parcel. The Association shall also provide written notice to the holder of any recorded mortgage affecting the Parcel upon which such lien is being noticed.

Each Owner, by acceptance of a deed to such Owner's Parcel, hereby expressly recognizes the existence of such lien as being prior to such Owner's ownership of such Parcel and hereby vests in the Board the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Maintenance Charge, special assessments and other sums due hereunder as a debt, and to enforce the aforesaid lien by judicial all methods available for the enforcement of such liens, both by judicial and non-judicial foreclosure. Additionally, by acceptance of the deed to such Owner's Parcel, each Owner expressly GRANTS, BARGAINS, SELLS AND CONVEYS to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Parcel and all improvements thereon, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Annual Maintenance Charge, special assessments and other sums due hereunder remaining unpaid by such Owner from time to time. The trustee herein designated may be changed at any time by execution of an instrument in writing signed by the President of the Association and attested to by the Secretary of the Association and filed in the Office of the County Clerk of Fort Bend County, Texas. In the event of the election by the Board to foreclose the lien herein provided, for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Parcel and all improvements thereon, and all rights appurtenant thereto, at the door of the County Courthouse of Fort Bend County, Texas, on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m. to the highest bidder for cash after the trustee and The Board, respectively, shall have given notices of the proposed sale in the manner hereinafter set forth, or otherwise in the manner then provided by the Texas Foreclosure Statute hereinafter defined. Following sale, the trustee shall make due conveyance of the Parcel and all improvements thereon to the purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon the Owner or Owners of such Parcel and all improvements thereon and their heirs, executors, administrators and successors. The trustee shall give notice of such proposed sale by posting a written notice of time, place and terms of the sale for at least twenty-one (21) consecutive days preceding the date of sale at the Courthouse door of Fort Bend County, Texas, by filing such notice with the County Clerk of Fort Bend County, Texas, at least twenty-one (21) consecutive days preceding the date of sale, and, in addition, the Board shall serve written notice at least twenty-one (21) days preceding the date of sale by certified mail on each of such Owner or Owners according to the records of the Association of such sale or shall otherwise cause the notice thereof to comply with the provisions of Section 5 1.002 of the Texas Property Code as it may be amended or recodified from time to time ("Texas Foreclosure Statute"). Service of such notice shall be completed upon deposit of the notice in the United States mail, properly addressed to such Owner or Owners at the most recent address as shown by the records of the Association. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Parcel shall be required to pay a reasonable rent for the use of such Parcel and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and further, shall be entitled to sue for recovery of possession of such Parcel by forcible detainer without further notice.

- 8.6 In the event any of the utilities provided to the Parcels through the Shared Utility Facilities are provided to the Property as a whole and are not separately metered at each Parcel by the municipality or other provider of such utilities, the costs of such utilities shall be added to the Annual Maintenance Charge as provided above. The amount paid by each Owner shall be subject to year-end adjustment as set forth above, based upon separate meters for each Parcel, if installed by the Association, or by other commercially reasonable and equitable methods of determination by the Association.

## ARTICLE IX

### Environmental Covenants

- 9.1 Each Owner shall cause such Owner's Parcel to be in compliance with all federal, state and local environmental laws and ordinances. To the full extent permitted by applicable law, each Owner shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all loss, cost, expense or liability (including attorneys' fees and court costs) incurred by any Indemnified Party in connection with or otherwise arising out of any and all claims or proceedings (whether brought by a private party, governmental agency or otherwise) for bodily injury, property damage, abatement, remediation, environmental damage or impairment or any other injury or damage, resulting from or relating to such Owner (or such Owner's agents, representatives or employees) causing or permitting any Hazardous Substance to be located upon, migrate into, from or through such Owner's Parcel.

## ARTICLE X

### Insurance.

- 10.1 Each Owner shall throughout the term of this Declaration keep, at its own expense, all improvements on its Parcel insured against loss or damage by fire, windstorm, hail, explosion, damage from aircraft and vehicles and smoke damage, and such other risks as are from time to time included in the broad form "extended coverage" endorsements generally written in the Fort Bend County, Texas metropolitan area.
- 10.2 Each Owner shall throughout the term of this Declaration, at its own expense, maintain general public liability insurance against claims for personal injury or death and property damage occasioned by accident occurring upon, in or about that Owner's Parcel, such insurance to provide protection in each case of not less than: (i) \$1,000,000 in respect of injury or death to any one person; (ii) \$2,000,000 in respect of injury or death to any number of persons arising out of any one occurrence, and (iii) \$500,000 per occurrence in respect of any instances of property damage.

## ARTICLE XI

### General Provisions.

- 11.1 Declarant, the Association or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions, covenants, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Similarly, failure by Declarant, the Association or any Owner to enforce any one or more covenants or restrictions herein contained shall in no event be deemed a waiver of the right to enforce any other covenant or restriction.
- 11.2 Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all such other provisions shall remain in full force and effect.

- 11.3 The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, Declarant, the Owner of any Parcel subject to this Declaration, their respective heirs, legal representatives, successors and assigns for a term of forty (40) years from the date this Declaration is recorded in Fort Bend County, Texas, after which time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that in the event an instrument signed by the Owners owning 75% or more of the total square footage of land in all of the Parcels, and recorded in Real Property Records of Fort Bend County, Texas at least sixty (60) days before the expiration of the initial forty (40) year period or any subsequent ten (10) year period, then this Declaration shall terminate at the end of such forty (40) year period or such ten (10) year period, as the case may be. The covenants and restrictions or any other portion of this Declaration may be amended at any time until the expiration of the Control Period, by an instrument signed (i) by Declarant and (ii) the Owners of a majority of the total square footage of land within all of the Parcels. After the expiration of the Control Period, the covenants and restrictions or any other portion of this Declaration may be amended at any time by an instrument signed by the Owners owning 75% or more of the total square footage of land in all of the Parcels. Any amendment must be properly recorded in Fort Bend County, Texas. In addition, the Owner of any Parcel covered by a Mortgage shall give the Mortgagee a written notification thirty (30) days prior to any abandonment or termination of this Declaration and/or any material amendment to this Declaration; provided, however, the failure of any Owner to so notify any such Mortgagee shall not affect the validity of any abandonment or termination of this Declaration and/or any amendment to this Declaration. Notwithstanding the provisions of this Article, any amendment(s) to the covenants and restrictions of this Declaration that changes the commercial uses described in Article 2.1 shall require the consent of the City of Rosenberg.
- 11.4 Each Owner and Declarant shall comply strictly with the provisions of this Declaration. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages, injunctive relief or both, maintainable by an aggrieved Owner, Declarant or the Association, as applicable, including reasonable attorney's fees and costs of court.
- 11.5 Notwithstanding anything contained herein to the contrary, until the expiration of the Control Period, the Declarant shall have and hereby reserves the right at any time, without the joinder or consent of any Mortgagee or any other Owner, party or entity, to amend the Site Plan by an instrument in writing, duly signed, acknowledged and filed of record in the Office of the County Clerk of Fort Bend County, Texas, so long as such amendment will not be inconsistent with the general overall plan for the development of the Property as provided herein and so long as any amendment or revision of the Site Plan shall not create any material encroachment, material encumbrance or direct material burdens on any Parcel (other than the Utility Easement described in Article 7.1) or Owner without the written consent of the such Owner. For purposes of carrying out and implementing the provisions of this paragraph, each Owner (other than Declarant) appoints the Declarant such Owner's irrevocable agent and attorney-in-fact coupled with an interest with authority to execute and deliver any such amendment.
- 11.6 The Declarant may make additional restrictions by appropriate provisions in any deed or deeds hereafter conveying any land in the Property, without otherwise modifying the general plan outlined above, and such other restrictions shall inure to the benefit of the owners of any other land in the Property in the same manner as though they had been expressed herein. Declarant shall have the right to extend the restrictions and covenants hereof to any land owned or acquired by Declarant, any boundary of which lies adjacent to the Property ("Additional Land") by filing an election to add the Additional Land to the Property as being subject to this Declaration, in the Public Records of Real Property of Fort Bend County, Texas. Nothing herein contained, however, shall be deemed to impose any restrictions on any portion of the Additional Land unless Declarant, as the owner of the Additional Land, hereafter elects to subject the Additional Land to the general plan outlined above by expressly providing for same in any Deed or other instrument executed by the Declarant, as the owner of the Additional Land to be made subject to these Restrictions.
- 11.7 No delay in enforcing the provisions of this Declaration as to any breach or violation Thereof shall impair, damage or waive the right of any party entitled to enforce the same or obtain relief thereof against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.
- 11.8 Declarant, as well as its agents, employees, officers, directors, partners, contractors and attorneys, shall not be liable to any Owner or lessee of a Parcel or any portion thereof or to any other party for any loss, claim

or demand in connection with the breach of any provisions of this Declaration by any party other than Declarant or any of Declarant's agents, employees or representatives.

- 11.9 In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of this Declaration, Declarant, the Association or each Owner of a Parcel or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation.
- 11.10 The covenants and restrictions adopted and established for the Property by this Declaration are imposed upon and made applicable to the Property and shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, and each Owner of a Parcel or any part thereof, and their respective heirs, legal representatives, successors and assigns.
- 11.11 Notwithstanding any provision to the contrary contained in this Declaration, all actions of the Members, Board or any committee of the Board provided for herein may be taken by unanimous written consent without a meeting, or any meeting thereof may be held by means of a telephone conference or the like, to the full extent permitted by law.

IN WITNESS WHEREOF, the undersigned has duly executed this Declaration of Covenants, Conditions and Restrictions and Grant of Easements for ROSENBERG BUSINESS PARK effective as of March 1, 2014.

**DECLARANT:**

**ROSENBERG BUSINESS PARK, LTD.**, a Texas limited partnership

By: Rosenberg Business Park GP, LLC, its general partner

By: \_\_\_\_\_,  
\_\_\_\_\_, President

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS       §

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, President of Rosenberg Business Park GP, LLC, the General Partner of ROSENBERG BUSINESS PARK, LTD., a Texas limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

**Description of the Property**

**Survey attached.**

**METES AND BOUNDS DESCRIPTION OF 184.1 ACRES OF LAND  
IN THE S.B. PENTECOST SURVEY, A-378 AND THE S.B. PENTECOST SURVEY, A-362  
FORT BEND COUNTY, TEXAS**

BEING 184.1 acres of land, being a portion of the 158.5 acre tract described in the deed from 2218 Rosenberg, L.P. to Windmeadows Investors, Ltd., recorded under File No. 2005-095386, in the Official Public Records of Fort Bend County, Texas, the 7.2649 acre tract and the 7.2717 acre tract described as Tract II, the 28.06 acre tract described as Tract III, and 35.95 acre tract described as Tract I, in the deed from Rio Mortgage Company to Windmeadows Investors, Ltd., recorded under File No. 2009-00812, in the Official Public Records of Real Property of Fort Bend County, Texas, and the 11.37 acre tract described in the deed from WM Commercial, L.P. to Windmeadows Investors, Ltd., recorded under File No. 2008-108814, in the Official Public Records of Real Property of Fort Bend County, Texas, in the S.B. Pentecost Survey, A-378 and the S.B. Pentecost Survey, A-362, Fort Bend County, Texas, and more particularly described by metes and bounds as follows with bearings based on the east right-of-way line of F.M. 2218 bearing North 44° 43' 46" East, as monumented:

**BEGINNING** at a 5/8 inch iron rod found for the east corner of said 158.5 acre tract, common to the south corner of the 17.0 acre tract described in the deed from William Arnold Bryan to Betty Bryan Cruikchank, recorded under File No. 2000-079844, in the Official Public Records of Fort Bend County, Texas, common to the most southerly east corner of the herein described tract, in the northwest line of the 335.34 acre tract described in the deed from Amtex Properties to Amtex Properties, Ltd., recorded under File No. 2002-100334, in the Official Public Records of Real Property of Fort Bend County, Texas;

**THENCE** South 45° 00' 00" West - 1533.19 feet, along the southeast line of said 158.5 acre tract, common to the northwest line of said 335.34 acre tract, to a 1/2 inch iron rod found for the east corner of the 7.802 acre tract described in the deed from Colletta Ray McMillian, et al. to Lane Aviation, Inc., recorded under File No. 97-09631, in the Official Public Records of Real Property of Fort Bend County, Texas, common to the south corner of said 158.5 acre tract;

**THENCE** North 45° 03' 23" West - 4823.44 feet, along the northeast line of said 7.802 acre tract, common to the southwest line of said 158.5 acre tract, the southwest line of said 35.95 acre tract, the southwest line of said 28.06 acre tract, and the southwest line of said 11.37 acre tract, to a 5/8 inch iron rod found for the west corner of said 11.37 acre tract, common to the north corner of said 7.802 acre tract, and the west corner of the herein described tract, in the southeast right-of-way line of F.M. 2218 (100' R.O.W.);

**THENCE** North 44° 43' 46" East - 1532.10 feet, along the northwest line of said 11.37 acre tract, common to said southeast right-of-way line, to a 5/8 inch iron rod found for the north corner of said 11.37 acre tract, common to an angle corner of the herein described tract;

Page 2 of 2  
184.1 ACRES  
JOB NO. 1880-001-00-530

**THENCE** South 45° 04' 10" East – 339.74 feet, along the northeast line of said 11.37 acre tract, to an angle corner of the herein described tract, in the northeast line of said 28.06 acre tract, common to the west corner of said 7.2649 acre tract, from which a found 1 inch iron pipe, bears North 38° 47' 40" East – 0.40 feet;

**THENCE** North 44° 33' 55" East - 1053.82 feet, along the southeast line of the 3.879 acre tract described in the deed from Peggy Geiselman Rice, et al. to PEGMO, L.L.C., recorded under File No. 2003-107704, in the Official Public Records of Real Property of Fort Bend County, Texas, the southeast line of RSC SUBDIVISION, according to the plat thereof recorded under Film Code No. 2007-0058, in the Plat Records of Fort Bend County, Texas, and the southeast line of the 1.9442 acre tract described in the deed from Elnora Barcak to SAAF Real Estate, LLC., recorded under File No. 2006-081965, in the Official Public Records of Real Property of Fort Bend County, Texas, to a 1 inch Iron pipe found for the east corner of said 1.9442 acre tract, common to the north corner of the herein described tract, in the southwest right-of-way line of Bryan Road (60' R.O.W.);

**THENCE** South 65° 26' 05" East - 366.86 feet, with the southwest right-of-way line of said Bryan Road, to a found 5/8 inch iron, common to the most northerly east corner of the herein described tract, in the southeast line of said 7.2717 acre tract;

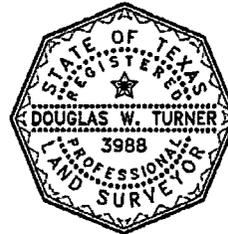
**THENCE** South 25° 47' 19" West - 1250.61 feet, with the southeast line of said 7.2717 acre tract, to the south corner of said 7.2717 acre tract, common to an angle corner of the herein described tract, in the northeast line of said 28.06 acre tract, from which a found 1 inch iron pipe, bears North 33° 04' 20" East – 0.30 feet;

**THENCE** South 45° 04' 10" East - 3743.63 feet along the northeast line of said 28.06 acre tract, the northeast line of said 35.95 acre tract, and the northeast line of said 158.5 acre tract, to the **POINT OF BEGINNING** of the herein described tract and containing 184.1 acres of land.

Prepared by:  
IDS Engineering Group  
Job No. 1880-001-00-530  
February 12, 2013

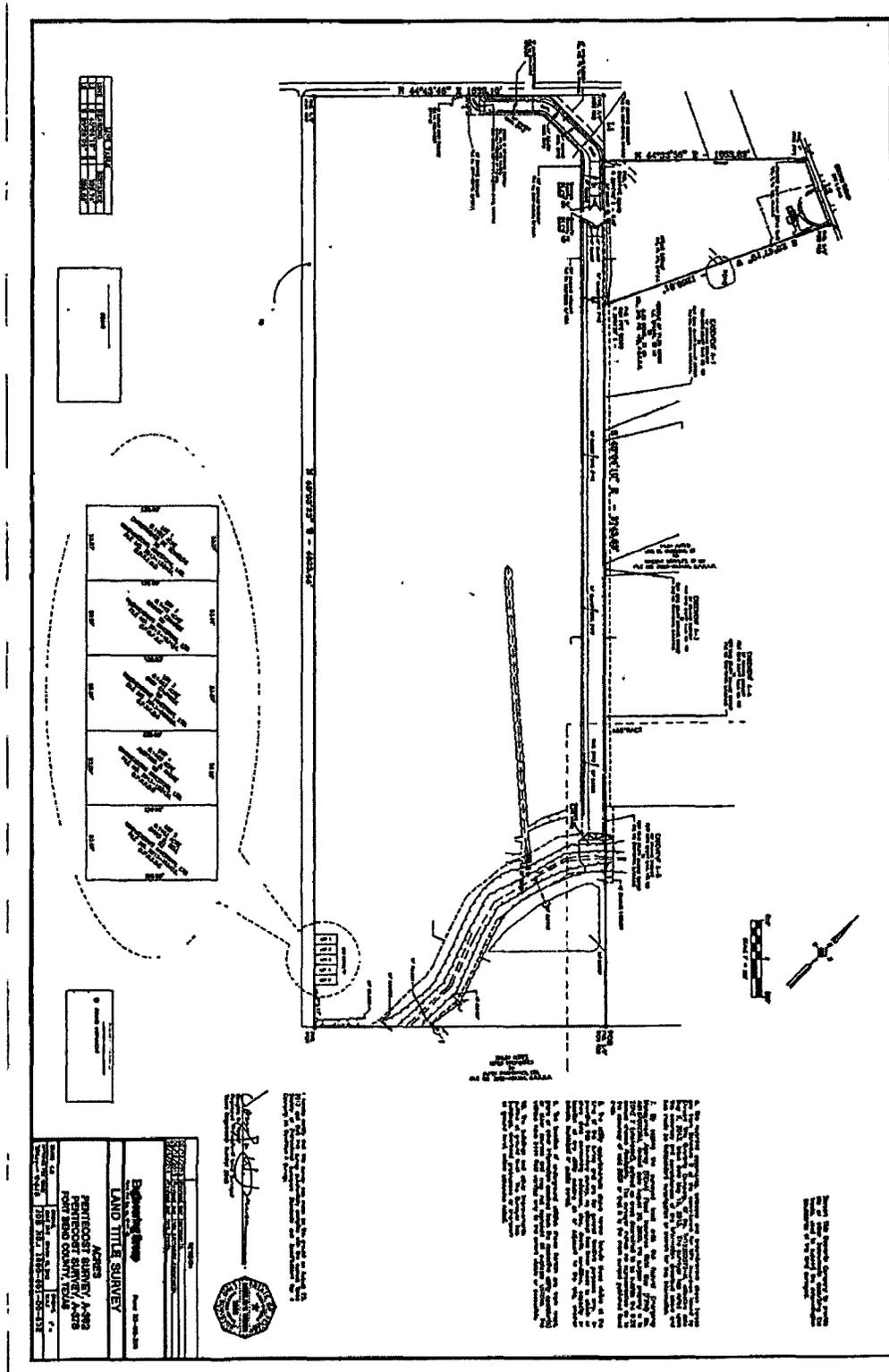
Revised: June 12, 2013

  
Douglas W. Turner  
Registered Professional Land Surveyor  
Texas Registration Number 3988



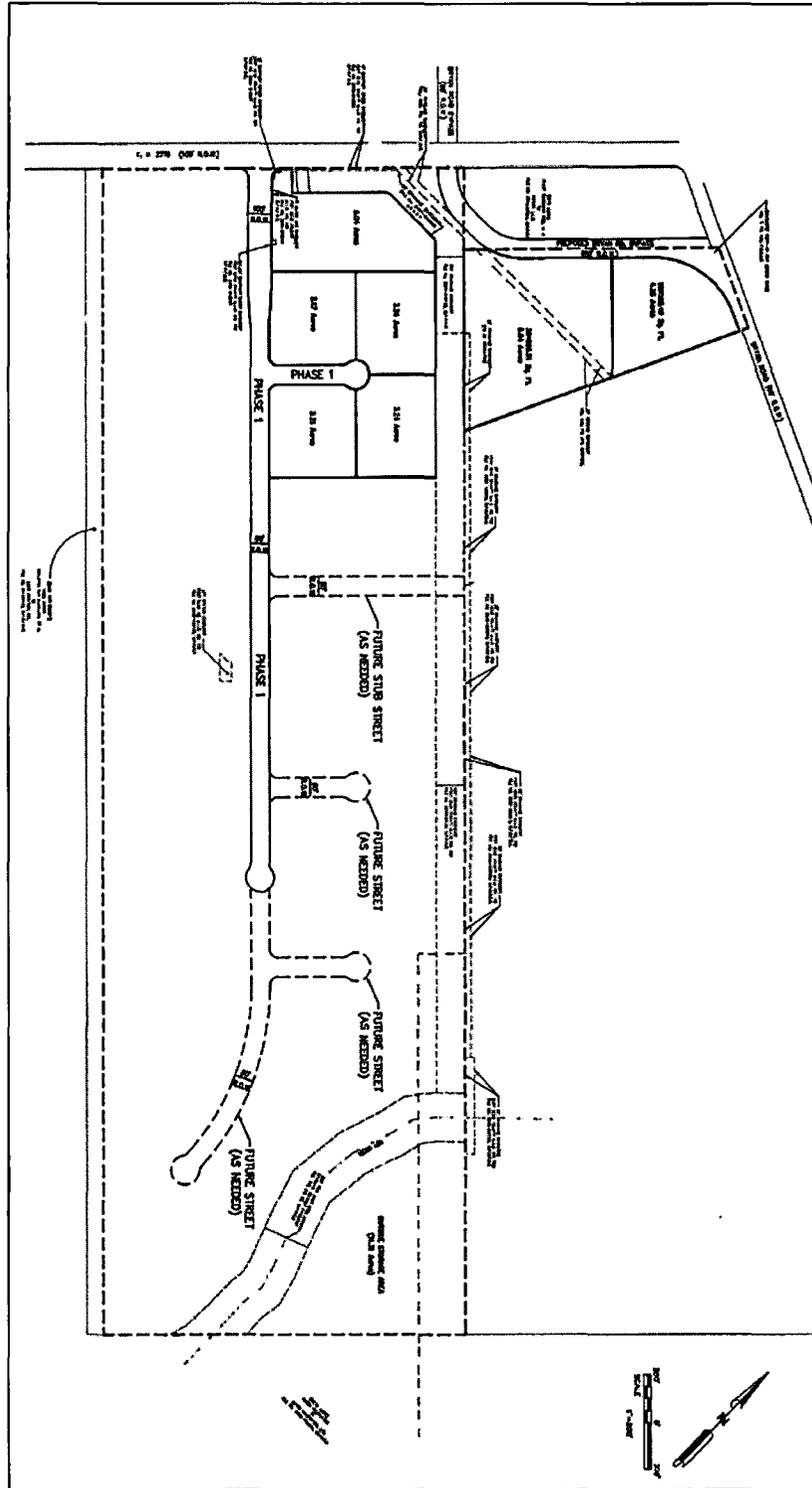
This description has been prepared as a result of a survey completed on February 12, 2013 and is submitted in connection with a survey drawing prepared by IDS Engineering Group dated February 12, 2013, Job No. 1880-001-00-530.

EXHIBIT "A"



# EXHIBIT "B"

## Site Plan



**EXHIBIT "C"**  
**ROSENBERG BUSINESS PARK**  
Landscape Guidelines  
 2-25-14

Landscape and Lighting Plans should be submitted in advance to the Architectural Control Committee "ACC" and should meet these minimum guidelines as provided for in this document.

- Minimum of 15% of lot to be landscaped using trees, shrubs, or grass.
- All grassed seeds to be Common Bermuda.
- (1) Street tree for each 30 feet of lot width along business parks main road – See Schedule "A"; Street Trees for approved specimens.
- Trees may be clustered or spaced linearly; they need not to be placed evenly.
- (2) Parking lot tree to be provided for every 10 parking spaces within properties not adjacent to the park's main road. Parking lot trees to be split between 30% canopy trees and 70% ornamental trees - See Schedule "A"; Parking Lot Trees for approved specimens.
- All parking spaces to be screened using Waxleaf Ligustrums; installed plant to be no less than 3 gallon, 26" minimum height planted; minimum 36" O.c. spacing.
- All trees to be no less than 30 gallon in size at time of planting or no less than 1.5" Cal, minimum 8-10 feet in height.
- Any exposed storage yard fencing with a direct line of site to Business Park's main road to be screened with Waxleaf Ligustrums; installed plant to be no less than 15 gallon, 4-5 feet minimum height planted; minimum 48" o.c. spacing. Unless otherwise approved by the ACC, all outside storage areas or facilities shall be separated from adjoining public streets or from other property by fencing of at least six (6) feet in height composed of galvanized chain link or equal material, and shall be screened from the street or other property by slats, or trees and shrubs. (As referenced in Article 2.9 of the deed restrictions for Rosenberg Business Park.)
- All Landscape area to be irrigated 100% using permanent underground irrigation system.
- Monument and Building signs should meet the minimum standards of the ACC and submitted in advance to the ACC for review and approval.
- The ACC reserves the right to grant variances to these guidelines based on the size and configuration of the site or other special circumstances as determined by the ACC to be in the best interest of the Park and the City of Rosenberg.

**SCHEDULE "A"**  
**Approved Plant Species**

1. Street Trees

<u>Scientific Name</u>	<u>Common Name</u>	<u>Height</u>	<u>Spread</u>	<u>Growth Rate</u>	<u>Comments</u>
Quercus virginiana	Live Oak	Large	50	Slow	Semi-Deciduous
Quercus shumardii	Shumard Oak	Large	40	Slow	Fall Color
Acer rubrum	Red Maple	Large	30	Medium	Fall Color
Platanus mexicana	Mexican Sycamore	Large	50	Fast	Unique Leaf
Taxodium distichum	Bald Cypress	Large	30	Fast	Semi-Deciduous
Pinus taeda	Loblolly Pine	Large	30	Fast	Evergreen
Quercus falcata	Southern Red Oak	Large	40	Slow	Fall Color

## 2. Parking Lot Trees

### Canopy Trees

<u>Scientific Name</u>	<u>Common Name</u>	<u>Height</u>	<u>Spread</u>	<u>Growth Rate</u>	<u>Comments</u>
Quercus virginiana	Live Oak	Large	50	Slow	Semi-Decidious
Quercus shumardii	Shumard Oak	Large	40	Slow	Fall Color
Acer rubrum	Red Maple	Large	30	Medium	Fall Color
Platanus mexicana	Mexican Sycamore	Large	50	Fast	Unique Leaf
Taxodium distichum	Bald Cypress	Large	30	Fast	Semi-Decidious
Pinus taeda	Loblolly Pine	Large	30	Fast	Evergreen
Quercus falcata	Southern Red Oak	Large	40	Slow	Fall Color

## 3. Ornamental Trees

<u>Scientific Name</u>	<u>Common Name</u>	<u>Height</u>	<u>Spread</u>	<u>Growth Rate</u>	<u>Comments</u>
Betula nigra	River Birch	Small	20	Medium	Deciduous
Myrica cerifera	Wax Myrtle	Small	20	Fast	Evergreen
Cercis canadensis	Eastern Redbud	Small	15	Fast	Pink Flowers In Spring
Lagerstroemia x fauriei 'Natchez'	Crape Myrtle 'Natchez'	Small	20	Fast	White Flower
Prunus mexicana	Mexican Plum	Small	20	Slow	White Flower
Prunus caroliniana	Cherry Laurel	Small	20	Medium	Evergreen
Ilex attenuate Var East Palatka	East palatka Holly	Small	15	Slow	Evergreen

# Rosenberg Business Park

## *Deed Restrictions*

*Rosenberg*  
texas



# Use Restrictions



- Sec 2.1: Requires that the property is used solely for commercial uses (light industrial, manufacturing, distribution, etc.,)
- Sec 2.2: No temporary building shall be permitted without City approval.

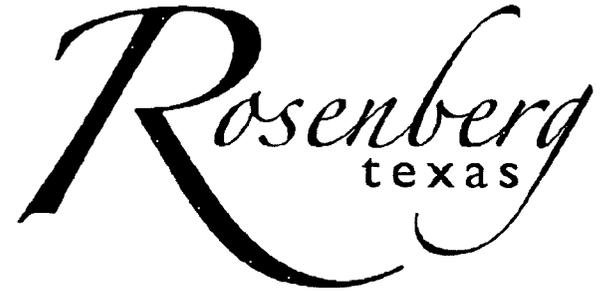
# Signage Restrictions



➤ Sec 2.3: Signs are limited to one per building.

*No pole signs, banners, or temporary signs  
are permitted.*

# Screening Requirements



- Sec 2.9: Requires all outside storage areas be screened:
  - Coated chain link fence with slats; and
  - Screened from the street or other property by slats or trees and shrubs.

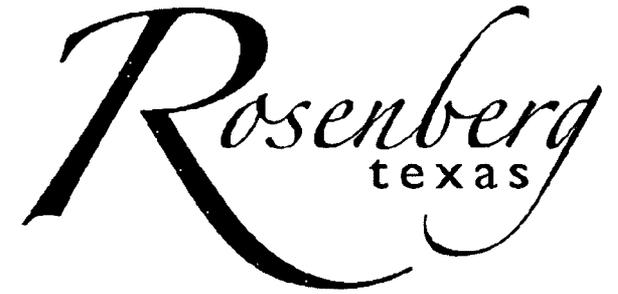
# Buildings Standards Requirements



➤ Sec 5.5: Requires front building elevation to consist of 100% masonry, glass, or a combination thereof.

*Limits the total height of a building to 70ft.*

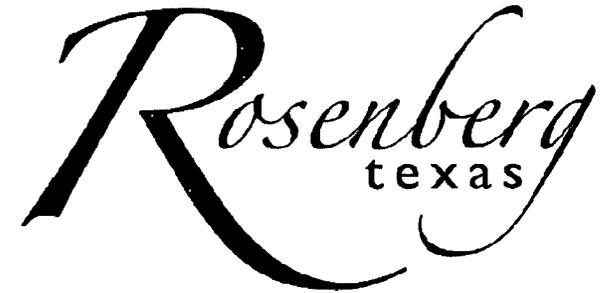
# Loading Dock Restrictions



➤ Sec. 5.6: Limits the location of loading docks on side of buildings.

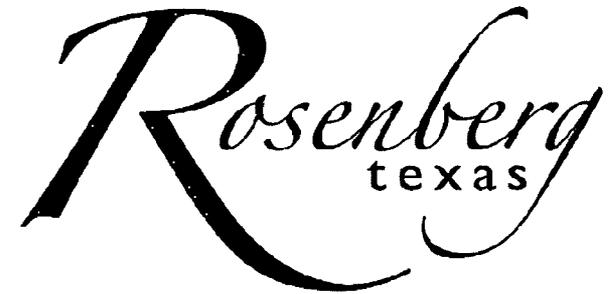
*“The location of loading docks or loading areas shall be in the rear or side of the building or, if in the front of the building, a minimum of 50 feet from any street and screened similar to outside storage areas as described in Section 2.9.”*

# Landscaping Requirements



- Minimum of 15% of lot to be landscaped using trees, shrubs, or grass.
- 1 street tree for each 30 feet of lot width along business parks main road.
- 2 parking lot trees to be provided for every 10 parking spaces.
- All landscape area to be irrigated 100% using permanent underground irrigation system.

# City Standards



*Use Restrictions, Signage, Screening, Building Standards,  
Loading Dock Restrictions & Landscaping Requirements*

**Each Negotiated Component  
Exceeds Existing City Standards.**

**CITY OF ROSENBERG, TEXAS  
2014-15 BUDGET**

**ROSENBERG DEVELOPMENT CORPORATION FUND**

**FUND: 219**

Classification	2012-13 Actual	2013-14 Adopted Budget	2013-14 Adjusted Budget	2013-14 Estimate	2014-15 Budget
<b>ROSENBERG DEVELOPMENT CORPORATION FUND SUMMARY</b>					
<b>Resources:</b>					
Total Beginning Balance	\$ 4,177,855	\$ 4,650,911	\$ 4,982,451	\$ 4,982,451	\$ 2,707,525
Revenues and Transfers In	<u>3,503,072</u>	<u>3,450,200</u>	<u>3,450,200</u>	<u>3,845,000</u>	<u>3,845,000</u>
Total Funds Available	<u>7,680,927</u>	<u>8,101,111</u>	<u>8,432,651</u>	<u>8,827,451</u>	<u>6,552,525</u>
<b>Uses/Deductions:</b>					
Expenditures and Transfers	2,698,476	4,096,987	6,591,526	6,119,926	3,285,469
<b>Ending Fund Balance:</b>					
Total Ending Balance	4,982,451	4,004,124	1,841,125	2,707,525	3,267,056
Reserved for Contingency	985,639	1,017,090	999,394	999,394	964,943
Unreserved ending balance	<u>3,996,812</u>	<u>2,987,034</u>	<u>841,731</u>	<u>1,708,131</u>	<u>2,302,113</u>
<b>Fund Total</b>	<u>\$ 7,680,927</u>	<u>\$ 8,101,111</u>	<u>\$ 8,432,651</u>	<u>\$ 8,827,451</u>	<u>\$ 6,552,525</u>
 Net Revenues (Expenditures)	 804,596	 (646,787)	 (3,141,326)	 (2,274,926)	 559,531

**CITY OF ROSENBERG, TEXAS  
2014-15 BUDGET**

**ROSENBERG DEVELOPMENT CORPORATION FUND**

**FUND: 219**

Classification	2012-13 Actual	2013-14 Adopted Budget	2013-14 Adjusted Budget	2013-14 Estimate	2014-15 Budget	Var %
<b>~ REVENUE &amp; EXPENDITURE SUMMARY ~</b>						
<b>REVENUES:</b>						
402-0000 Sales Tax	\$ 2,537,622	\$ 2,440,701	\$ 2,440,701	\$ 2,800,000	\$ 2,800,000	
402-1000 BTC 1 Sales Tax	548,834	558,202	558,202	575,000	575,000	
402-2000 BTC 2 Sales Tax	410,794	446,297	446,297	425,000	425,000	
451-0000 Interest Earnings	5,823	5,000	5,000	5,000	5,000	
<b>TOTAL REVENUES</b>	<b>\$ 3,503,072</b>	<b>\$ 3,450,200</b>	<b>\$ 3,450,200</b>	<b>\$ 3,805,000</b>	<b>\$ 3,805,000</b>	<b>10.3%</b>
<b>EXPENDITURES:</b>						
<b>Administration: (219-1000-540)</b>						
31 10 Office Supplies	\$ 706	\$ 1,000	\$ 1,000	\$ 950	\$ 1,000	
31 20 Computer Supplies	-	3,000	3,000	3,000	2,000	
31 35 Board Meeting and Director's Expenses	826	1,700	1,700	600	1,700	
51 20 General Insurance	120	400	400	230	400	
55 10 Education and Training	2,744	7,500	7,500	4,500	8,250	
57 10 Administration Services-City Reimb.	240,948	241,851	241,851	241,851	244,374	
<b>Subtotal</b>	<b>245,344</b>	<b>255,451</b>	<b>255,451</b>	<b>251,131</b>	<b>257,724</b>	<b>0.9%</b>
<b>Marketing: (219-2000-540)</b>						
31 35 Business Recruitment	1,579	3,730	3,730	600	-	
42 35 Dues, Subscriptions, and Service Contracts	49,471	58,112	58,112	58,112	-	
43 90 RDC Memberships	40,000	40,000	40,000	40,000	-	
43 91 GFBEDC	25,000	12,500	12,500	12,500	12,500	
52 20 Postage	14	200	200	150	200	
52 30 Freight and Express	-	100	100	-	100	
53 10 Advertising	26,370	29,000	29,000	20,000	30,500	
54 10 Printing and Binding	3,537	4,500	4,500	4,500	4,500	
57 30 Business Retention	7,616	10,000	10,000	10,000	-	
<b>Subtotal</b>	<b>153,586</b>	<b>158,142</b>	<b>158,142</b>	<b>145,862</b>	<b>47,800</b>	<b>-69.8%</b>
<b>Memberships and Services: (219-3000-540)</b>						
31 35 Business Recruitment	-	-	-	-	9,000	
42 35 Dues, Subscriptions, and Service Contracts	-	-	-	-	17,627	
43 90 RDC Memberships	-	-	-	-	83,000	
57 30 Business Retention	-	-	-	-	10,000	
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>119,627</b>	<b>100.0%</b>
<b>Professional Services: (219-6000-540)</b>						
43 90 Other Professional Services/Legal Fees	11,256	20,000	20,000	15,000	40,000	
<b>Subtotal</b>	<b>11,256</b>	<b>20,000</b>	<b>20,000</b>	<b>15,000</b>	<b>40,000</b>	<b>100.0%</b>
<b>Infrastructure: (219-7000-540)</b>						
57 25 Prospective Business Incentive	500,000	500,000	500,000	50,000	500,000	
81 10 Principal	747,665	779,700	779,700	779,700	767,235	
81 20 Interest	262,158	219,694	219,694	219,694	197,708	
92 25 Transfer to RDC Projects Fund	778,467	2,164,000	4,658,539	4,658,539	1,355,375	
<b>Subtotal</b>	<b>2,288,290</b>	<b>3,663,394</b>	<b>6,157,933</b>	<b>5,707,933</b>	<b>2,820,318</b>	<b>-54.2%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,698,476</b>	<b>\$ 4,096,987</b>	<b>\$ 6,591,526</b>	<b>\$ 6,119,926</b>	<b>\$ 3,285,469</b>	<b>-50.2%</b>

**CITY OF ROSENBERG, TEXAS  
2014-15 BUDGET**

**RDC PROJECTS FUND**

**FUND: 225**

Classification	2012-13 Actual	2013-14 Adopted Budget	2013-14 Adjusted Budget	2013-14 Estimate	2014-15 Budget
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**RDC PROJECTS FUND SUMMARY**

**Resources:**

Total Beginning Balance	\$ 1,313,937	\$ 818,808	\$ 1,786,278	\$ 1,786,278	\$ 1,257,692
Revenues and Transfers In	<u>1,340,382</u>	<u>2,164,700</u>	<u>4,659,239</u>	<u>4,659,239</u>	<u>1,356,075</u>
Total Funds Available	<u>2,654,319</u>	<u>2,983,508</u>	<u>6,445,516</u>	<u>6,445,516</u>	<u>2,613,767</u>

**Uses/Deductions:**

Expenditures and Transfers	868,042	2,164,000	6,035,987	5,187,824	1,355,375
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**Ending Fund Balance:**

Total Ending Balance	<u>1,786,278</u>	<u>819,508</u>	<u>409,529</u>	<u>1,257,692</u>	<u>1,258,392</u>
<b>Fund Total</b>	<u>\$ 2,654,319</u>	<u>\$ 2,983,508</u>	<u>\$ 6,445,516</u>	<u>\$ 6,445,516</u>	<u>\$ 2,613,767</u>

Net Revenues (Expenditures)	472,341	700	(1,376,748)	(528,585)	700
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**CITY OF ROSENBERG, TEXAS  
2014-15 BUDGET**

**RDC PROJECTS FUND**

**FUND: 225**

Classification	2012-13 Actual	2013-14 Adopted Budget	2013-14 Adjusted Budget	2013-14 Estimate	2014-15 Budget	Var %
<b>~ REVENUE &amp; EXPENDITURE SUMMARY ~</b>						
<b>REVENUES:</b>						
451-0000 Interest Earnings	\$ 1,813	\$ 700	\$ 700	\$ 700	\$ 700	
471-3000 Contributions	60,102	-	-	-	-	
481-3000 Transfer from RDC	1,278,468	\$ 2,164,000	\$ 4,658,539	\$ 4,658,539	1,355,375	
<b>TOTAL REVENUES</b>	<b>\$ 1,340,382</b>	<b>\$ 2,164,700</b>	<b>\$ 4,659,239</b>	<b>\$ 4,659,239</b>	<b>\$ 1,356,075</b>	<b>-70.9%</b>
<b>EXPENDITURES:</b>						
Infrastructure	\$ 868,042	\$ 2,164,000	\$ 6,035,987	\$ 5,187,824	\$ 1,355,375	
<b>Subtotal</b>	<b>868,042</b>	<b>2,164,000</b>	<b>6,035,987</b>	<b>5,187,824</b>	<b>1,355,375</b>	<b>-77.5%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 868,042</b>	<b>\$ 2,164,000</b>	<b>\$ 6,035,987</b>	<b>\$ 5,187,824</b>	<b>\$ 1,355,375</b>	<b>-77.5%</b>

**~ AUTHORIZED POSITIONS ~**

**Position Title**

None

**~ EXPENDITURE DETAIL ~**

<b>Infrastructure (225-7000-540):</b>						
70 32	Aldi Project (CP1402)	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ -
70 31	Bamore Road Phase IV (CP1317)	-	-	750,000	750,000	-
	Business Park Development (CP1302)	9,057	1,700,000	3,400,000	3,400,000	-
	City-Wide GIS System	-	-	-	-	50,000
70 20	Downtown Building Renovation (CP1210)	-	-	393,058	7,093	-
	Downtown Parking Lot (CP1316)	4,999	-	245,001	95,000	-
	Fort Bend Transit	-	-	-	-	80,000
	I-69 Bridge Enhancements	-	-	-	-	25,000
	Imperial Arts	250,000	-	-	-	-
	Livable Centers (CP1501)	-	-	-	-	250,000
	Macario Garcia Park Restrooms	-	-	-	-	150,000
70 33	Mons Ave Sidewalks	-	217,000	217,000	-	-
	Parks Improvements (CP0704)	36,613	-	22,927	22,279	-
	Parks Improvements (CP1301)	163,770	-	86,230	62,787	-
43 95	Project Management Fees	-	85,000	85,000	85,000	5,000
	Seatex Expansion Project (CP1207)	279,413	-	147,932	147,932	-
	Texas Master Naturalist Contribution (CP1401)	-	50,000	50,000	50,000	50,000
	TIRZ Legal Expenses	8,718	-	-	-	-
	Traffic Signal at Reading Road and Town Center Blvd	-	-	-	-	115,375
	Transportation Gateway Improvements (CP0705)	114,337	112,000	112,000	67,043	80,000
	US 90 Redevelopment (CP1002)	1,135	-	26,839	690	-
	Walsh Road Industrial Park	-	-	-	-	300,000
	Workforce Development Project	-	-	-	-	250,000
	<b>Subtotal</b>	<b>868,042</b>	<b>2,164,000</b>	<b>6,035,987</b>	<b>5,187,824</b>	<b>1,355,375</b>
	<b>Total Expenditures</b>	<b>\$ 868,042</b>	<b>\$ 2,164,000</b>	<b>\$ 6,035,987</b>	<b>\$ 5,187,824</b>	<b>\$ 1,355,375</b>