

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KATHY LANE BUSINESS PARK**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth by PLNS DEVELOPERS, LLC, a Texas limited liability company (hereinafter referred to as “**Declarant**”). This Declaration amends, restates and supersedes in its entirety that certain Declaration of Covenants, Conditions and Restrictions for Kathy Lane Business Park, including, without limitation, any exhibits thereto, dated February 13, 2026, filed and recorded under Clerk’s File No. RP-2026-58909 on February 17, 2026 in the Official Public Records of Real Property of Harris County, Texas (the “**Original Declaration**”).

WITNESSETH:

WHEREAS, Declarant is the owner of the Property (defined below); and

WHEREAS, Declarant desires to establish and preserve a general and uniform plan for the development, improvement and use of the Property for the benefit of the present and future owners thereof;

NOW, THEREFORE, Declarant does declare that the Property shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the covenants, conditions, easements, charges, and restrictions hereinafter set forth.

**ARTICLE I
DEFINITIONS**

As used in this Declaration, the terms set forth below shall have the following meanings:

A. **Annual Maintenance Charge:** the assessment made and levied by the Association against each Owner and the Owner’s Tract in accordance with the provisions of this Declaration.

B. **Association:** Kathy Lane Business Park Owners’ Association, a Texas non-profit corporation, its successors and assigns.

C. **Declarant:** PLNS Developers, LLC, a Texas limited liability company, its successors and assigns that have been designated as such by Declarant pursuant to a written instrument duly executed by Declarant and recorded in the Official Public Records of Real Property of Harris County, Texas.

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D. **Maintenance Fund:** any accumulation of Annual Maintenance Charges collected by the Association in accordance with the provisions of this Declaration, together with interest, penalties and other sums and revenues collected by the Association.

E. **Member or Members:** all Tract Owners who are members of the Association as provided in Article VIII of this Declaration.

F. **Owner or Owners:** any person or persons, firm, corporation, partnership or other entity that is the record owner of fee simple title to a Tract, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

G. **Permittees:** with respect to a particular Tract, any person or entity that is from time to time entitled to use and occupy any portion of that Tract under any lease, sublease, concession or similar agreement, together with their members, managers, officers, directors, employees, contractors, customers, vendors, suppliers, visitors and invitees.

H. **Property:** all of Kathy Road Business Park, a development in Harris County, Texas consisting of the land described in Exhibit A attached to this Declaration and any other real property hereafter annexed and subjected to the provisions of this Declaration.

I. **Tract:** a portion of the Property conveyed by Declarant to an Owner for use in accordance with the provisions of this Declaration.

ARTICLE II

USE RESTRICTIONS

A. **Permitted Uses.** Each Tract shall be used for office, commercial, retail and warehousing purposes only. In the absence of a specific restriction herein to the contrary, written approval by Declarant of a particular use shall be conclusive evidence that the use described in the written approval is a permitted use under this Declaration.

B. **Prohibited Uses.** No Tract shall be used for any of the following purposes:

1. An adult bookstore or other store or business which sells or exhibits x-rated, obscene or hard core pornographic materials;
2. A store or business which sells or displays books, magazines, pictures, videos, CD ROMs or other printed data which is x-rated or obscene or could be classified as hard-core pornography based upon community standards;
3. A business which (a) features topless, bottomless or partially or totally nude performers, waitresses, waiters or other personnel, (b) provides visual recorded on-premises entertainment featuring nude or partially nude persons performing or simulating sexual acts, or (c) shows x-rated or obscene motion pictures or video tapes;

4. A massage parlor (excluding a massage service in a day spa or similar personal care salon), tattoo parlor or sexually oriented modeling studio;
5. A pawn shop;
6. A junk or scrap metal yard, a salvage or waste material business, and a business involved on site in the disposal, incineration or reduction of garbage or refuse;
7. A movie theater;
8. A video/game arcade;
9. A “smoke and token” store or similar business which sells merchandise commonly recognized as drug paraphernalia;
10. A bar or similar business which sells alcoholic beverages for consumption on-site;
11. A liquor store (excluding a convenience store that sells, among other items, beer and/or wine);
12. Any type of restaurant, including any type of a fast food restaurant;
13. A paint and body shop, mechanic shop or similar business generally involved in the painting, repair and/or restoration of vehicles; provided that, Declarant may allow a specialty shop for customizing vehicles;
14. A veterinary clinic and/or animal boarding facility;
15. Any business involved in refining petroleum or petroleum products or in smelting iron or other ores; and
16. Any single or multi-family residential housing.

C. **Other Prohibited Uses.** Notwithstanding any other provision in this Declaration to the contrary, no use of a Tract shall be permitted which is offensive to persons of ordinary sensibilities by reason of odor, fumes, dust, smoke, noise or pollution or which is hazardous by reason of unreasonable danger of fire or explosion. In the event of a dispute between Owners regarding whether an activity violates this provision on the basis that it is offensive or unreasonably hazardous, the determination of the existence or non-existence of a violation of this provision shall be made by the Association and the Association’s reasonable, good faith determination shall be conclusive and binding on all parties.

D. **Excavations and Trash.** No excavations shall be made on a Tract and no sand, gravel or soil shall be removed from a Tract except in connection with the grading of the Tract and/or the construction of a building and related improvement(s) on the Tract. No trash or rubbish

shall be burned on a Tract. No trash or rubbish shall be kept or stored on a Tract outside a building except in a dumpster or other appropriate trash receptacle; provided that, a dumpster or other trash receptacle shall be located on the Tract so that, to the extent reasonably possible, the dumpster or other trash receptacle is not visible from a street within the Project or Kathy Lane.

E. **Mineral Excavation.** No mining or drilling for or removal of oil, gas or other hydrocarbons substances shall be conducted on a Tract.

F. **Vehicles.** No inoperable or junk vehicle, boat, recreational vehicle, utility trailer, mobile home trailer and the like shall be parked, kept or stored on a Tract if visible from a street within the Property or Kathy Lane. For purposes hereof, a vehicle shall be considered to be inoperable and/or a junk vehicle if it cannot be legally operated on a public street or right-of-way because (i) it does not display all current, required licenses and permits, (ii) it does not have all necessary, fully-inflated tires, (iii) it does not have all parts necessary for operation, or (iv) it otherwise cannot be operated in the condition in which it exists at the time the determination is made. This provision shall not be construed to prohibit an Owner from parking service vehicles regularly used. By that Owner in connection with the Owner's business in view from a street within the Property or Kathy Lane.

G. **Maintenance of Tracts.** The Owner of a Tract is required to at all times maintain the building and improvements on the Owner's Tract in good condition and repair, including the paint and other finish materials on the exterior of the building and improvements. The Owner of a Tract is also required to at all times maintain the landscaping, lawn and grounds on a Tract in a reasonably neat and attractive condition. This provision includes, without limitation, the obligation to regularly mow and otherwise maintain a Tract on which a building or other improvements have not been constructed. The Association shall have the authority to determine whether a Tract and/or the improvements on a Tract, including the landscaping, lawn and grounds, are being maintained in accordance with the standards of the development and its reasonable; good faith determination shall be conclusive and binding on the Owner of the Tract.

H. **Unimproved Tracts.** No unimproved Tract shall be used to store any type of products or materials (including, by way of example and not in limitation, steel, lumber or building materials). Further, no unimproved Tract shall be used to keep or raise any type of animals (including, by way of example and not in limitation, sheep, horses, pigs or cattle). For purposes hereof, an unimproved Tract is a Tract on which a permanent building has not been constructed. No storage building moved onto or constructed on a Tract unless in conjunction with or after the construction of a building to be used for a permitted business activity.

ARTICLE III

ARCITITECTURAL RESTRICTIONS

A. **No Transportable Buildings.** No transportable or mobile trailer or building or prefabricated building shall be moved onto a Tract from another location.

B. **Subdivision and Consolidation of Tracts.** No Tract shall be further subdivided after the initial conveyance of such tract by the Declarant and no portion less than the entirety of

a Tract shall be conveyed by the Owner of the Tract. The Owner of two (2) or more adjoining Tracts may consolidate such Tracts into one (1) Tract with the prior written consent of Declarant. Upon the consolidation of two (2) or more adjoining Tracts, the consolidated Tract shall not be considered a single Tract for purposes of the Annual Maintenance Charges (as set forth in Article IX) and voting (as set forth in Article VIII, paragraph C); rather, the Tracts comprising the consolidated building site shall be treated separately for the purpose of Annual Maintenance Charges and voting.

C. **Construction.** No building materials of any kind shall be placed or stored on a Tract more than thirty (30) days before construction of improvements on that Tract is commenced. All building materials permitted to be placed on a Tract shall be placed within the property lines of the Tract but not in a manner that obstructs a street within the Property. After the commencement of construction of improvements on a Tract, the work shall be prosecuted diligently, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for the completion thereof. Upon the completion of construction, any unused building materials shall be contained entirely within the building on the Tract or promptly removed from the Tract.

D. **Surface Parking on Tracts.** Open, covered or uncovered parking spaces are permitted in front and on the side of the building on a Tract, provided that the location and design (including, without limitation, height and type and color of materials used in construction) of covered parking spaces must be approved in writing by the Association prior to construction. Parking spaces located between the front of the building on the Tract and a street shall be used only by customers, invitees and visitors of the Owner or occupant of the Tract; provided that, such parking spaces may be used for overnight parking of service vehicles regularly used in the business of the Owner or occupant of the Tract. Parking spaces must be constructed of concrete or some other material approved by the Association; chert, gravel and loose stone parking spaces are prohibited.

E. **Parking in Streets.** Vehicle parking on any portion of a street within the Property is prohibited for aesthetic and safety purposes.

F. **Signs.** The Association may (but is not required to) install or erect tower or monument signs along Kathy Lane providing each Owner or occupant of a Tract an equal size sign for the purpose of identifying the Owner's or occupant's business; provided that, the type, size and color of the signage must be compatible with the building on the Tract and the signage throughout the remainder of the development, as determined by the Association. No other tower or monument sign shall be installed or erected by any Owner. All proposed signage must be approved in writing by the Association prior to installation. A sign installed on the exterior of a building shall not extend above the roof line of the building. Billboard signs and neon signs are not permitted. No sign shall contain or utilize any flashing, blinking, intermittent or moving light or source of illumination.

No signs of any kind may be erected on the property, except for signs identifying the Owners, products of such Owners, and "For Sale" and "For Lease" signs. Each sign must be of a reasonable size not to exceed a maximum of fifty (50) square feet. Signs are limited to a single

sign on not more than two sides of each building. In the event multiple businesses are conducted within the building, there may be a single sign with each business occupying the building listed on such sign. No sign shall bear any flashing, blinking or moving lights. No sign shall be erected on top of or extend above a building. There shall be no exterior display of any products by any tenants.

G. **Exterior Lighting.** Exterior lighting is permitted; provided that, the Association shall have the authority to require the Owner of a Tract to modify or remove any exterior lighting which is determined to be unreasonably offensive because of the type of the exterior lighting, the location of the exterior lighting, the direction of the exterior lighting, or the wattage or lumen count.

H. **Storage of Materials.** No goods, materials or equipment shall be kept or stored on a Tract in a manner visible from a street within the Property or Kathy Lane. Goods, materials and equipment must be kept or stored on a Tract out of view from all streets within the Property and Kathy Lane. To that end, all outside storage areas or facilities shall be separated from an adjoining Tract by fencing of at least six feet (6') in height composed of galvanized chain link or equal material, and shall be screened from the street by trees, shrubs, or vinyl slats or screening materials as pre-approved by the Association.

I. **Fences.** A fence around the entire perimeter of a Tract is prohibited. Other fences are permitted on a Tract only as approved in writing by the Association (as to location, type, height, and quality and color of materials).

J. **Water Wells/Sewage Disposal.** Each Owner will be solely responsible for the installation and maintenance of any water wells and/or sanitary sewer facilities required for the development and operation of a Tract.

ARTICLE IV **EASEMENTS**

A. **Easements for Utilities.** The Association shall own and maintain all utility service lines which cross more than one Tract, except to the extent that a utility provider elects to retain ownership of a utility line. There is hereby created a perpetual easement upon, across, over and under portions of all of the Tracts within the development for the purposes of installing, replacing, repairing and maintaining utilities for electric light and power supply and telephone service. The portion of each Tract subject to this easement is the strip of land that is five (5) feet in width and runs along the entirety of each property line of such Tract. If two (2) or more adjoining Tracts are consolidated, as provided in Article III, Section C, of this Declaration, the easement areas shall run along the entirety of the resulting front, side and/or rear property lines, rather than along the original front, side and/or rear property lines (that are no longer perimeter property lines for the consolidated Tract). By virtue of these easements, it shall be expressly permissible for the Association, (or any utility provider retaining ownership of a utility line) to install and maintain wires, conduits, service lines, and other utility facilities or appurtenances under or above the land made the subject of the easements.

B. **Access Easements.** Declarant hereby dedicates a perpetual, non-exclusive easement for the free and uninterrupted pedestrian and vehicular access upon and across those portions of the Property described in Exhibit B-1 and Exhibit B-2 attached hereto and incorporated herein for all purposes (the “**Access Easements**”) for the benefit of all Owners and their respective Permittees.

C. **Water Tank Easement.** Declarant hereby dedicates a perpetual easement for the location of a water tank serving the Property upon the portion of the Property described in Exhibit C attached hereto and incorporated herein for all purposes (the “**Water Tank Easement**”), for the benefit of all Owners and their respective Permittees. For the avoidance of doubt, the Association shall be responsible for the maintenance of the water tank located in the Water Tank Easement.

D. **Additional Easements.** Declarant reserves the right to grant and/or create additional easements by instrument recorded in the Official Public Records of Real Property of Harris County, Texas or by express provisions in conveyances with respect to Tracts that have not previously been conveyed by Declarant.

ARTICLE V

STREETS WITHIN THE PROPERTY

A. **Use.** No Owner shall obstruct a street, driveway or alleyway within the Property or in any manner impede or impair ingress or egress via a street, driveway or alleyway within the Property, including, without limitation, the Access Easements.

B. **Maintenance and Repair.** If any street within the Property hereafter becomes a private street owned by or subject to the jurisdiction of the Association, it shall be the responsibility of all of the Tract Owners, through the Association, to maintain and repair such streets. The Association is vested with the authority to determine (a) whether a private street is in need of maintenance or repair and (b) the scope and manner of effecting any maintenance or repair work deemed to be necessary. The cost of maintaining and/or repairing a private street shall be paid by the Association out of the Maintenance Fund; provided that, if costs incurred or to be incurred by the Association to maintain and/or repair a private street exceed the amount in the Maintenance Fund, the costs in excess of the amount in the Maintenance Fund shall be paid by the Tract Owners, in equal shares. For the avoidance of doubt, the Association shall be responsible for the maintenance of the streets and drives located within the Access Easements.

ARTICLE VI

DETENTION AREA

A portion of the land within the Property, described in Exhibit D attached hereto and incorporated herein for all purposes, is a detention area (“**Detention Area**”). The Detention Area will detain surface water runoff as required by Harris County (including Harris County Flood Control), with the intention to eliminate the requirement for any on-site detention on any Tract. Each Owner has a right to drain into the Detention Area. The Detention Area shall not be used by the Owner or occupant of a Tract for any other purpose unless otherwise allowed by the Association and then only for the purpose and duration specified by the Association. The Detention

Area shall be conveyed by Declarant to the Association and, from and after the date of conveyance, it shall be responsibility of the Association to maintain the Detention Area. Provided that, if the land comprising the Detention Area ceases to be required by any governmental entities having jurisdiction to be used as a detention area, title to the land comprising the Detention Area shall revert back to the Declarant, it successors and assigns, and, upon request, the Association shall execute and deliver to Declarant, or its successor or assign, a special warranty deed conveying clear title to such land.

ARTICLE VII

FIRE OR CASUALTY/REBUILDING

In the event of a fire or other casualty causing damage or destruction of a building or other improvement on a Tract, the Owner of such damaged or destroyed building or improvement shall, within ninety (90) days of the date of the event that caused such damage or destruction or such longer period if agreed to in writing by the Association, contract to repair or reconstruct the building or improvement and cause the building or improvement to be fully repaired or reconstructed. It is the intent of this provision to require an Owner to promptly commence repairing or reconstructing a damaged or destroyed building or improvement so that the building or improvement does not remain in that condition any longer than reasonably necessary. As an alternative, the damage or destroyed building or improvement shall be removed from the Tract and the Tract restored to its original condition within ninety (90) days of the date of the event that caused such damage or destruction or such longer period if agreed to in writing by the Association.

ARTICLE VIII

ASSOCIATION

A. **Management by Association.** Except as otherwise provided in this Declaration, the affairs of the development shall be administered by the Association. The business and affairs of the Association shall be managed by its Board of Directors. The Declarant shall determine the number of Directors and appoint, dismiss and reappoint all of the members of the Board until the first meeting of the Members of the Association is held in accordance with the provisions of paragraph D, below, and a Board of Directors is elected.

B. **Membership in Association.** Each Owner of a Tract, whether one or more persons or entities, shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until ownership in a Tract ceases for any reason, at which time membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Tract and may not be separated from such ownership.

C. **Voting of Members.** Each Member shall have one (1) vote per Tract owned. In the event that ownership interests in a Tract 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 (1) vote be cast for each Tract. 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. The Association shall have the right to suspend

an Owner's voting rights for non-payment of any Annual Maintenance Charges or other sums due on the Owner's Tract and/or for infractions of this Declaration.

D. **Meeting of the Members.** The first meeting of the Members of the Association ("**First Meeting**") shall be held when called by the initial Board appointed by the Declarant upon no less than ten (10) and no more than fifty (50) days' prior written notice to the Members. Such written notice may be given at any time but must be given not later than ninety (90) days after all portions of the Property other than the Detention Area have been sold by the Declarant as evidenced by deeds recorded in the Official Public Records of Real Property of Harris County, Texas. The Members shall elect a new Board at the First 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 or provided in the Bylaws.

E. **Board Actions in Good Faith.** 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.

F. **Standard of Conduct.** The Board of Directors, the officers of the Association, and the Association shall have the duty to represent the interest of the Owners in a fair and just manner. Any act or thing done by any Director, officer or committee member taken in furtherance of the purposes of the Association, and accomplished in conformity with the Declaration, Certificate of Formation, Bylaws and the laws of the State of Texas, shall be reviewed under the standard of the Business Judgment Rule as established by the common law of Texas, and such act or thing shall not be a breach of duty on the part of the Director, officer or committee member if taken or done within the exercise of their discretion and judgment. The Business Judgment Rule means that a court shall not substitute its judgment for that of the Director, officer or committee member, and a court shall not re-examine the decisions made by a Director, officer or committee member by determining the reasonableness of the decision as long as the decision is made in good faith and in what the Director, officer, or committee member believed to be in the best interest of the Association.

ARTICLE IX

MAINTENANCE FUND

A. **Maintenance Fund.** All Annual Maintenance Charges collected by the Association and all interest, penalties, and other sums and revenues collected by the Association constitute the Maintenance Fund. The Maintenance Fund shall be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Owners of Tracts. The Board shall by way of illustration and not by way of limitation, expend the Maintenance Fund for the maintenance, repair and improvement of private streets, if any; for the maintenance, repair and improvement of any entryways or similar common areas and any signage at the entrances to the development; for the enforcement of the provisions 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 discretion of the Board, desirable in order to maintain the character and value of the development and the Tracts. The Board and its individual members shall not be

liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful neglect or intentional wrongdoings.

B. Covenants for Annual Maintenance Charges. Subject to paragraph F, below, each and every Tract is hereby severally subjected to and impressed with an Annual Maintenance Charge in an amount to be determined annually by the Board, which Annual Maintenance Charge shall run with the land. Each Owner of a Tract, by accepting a deed to any such Tract, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with the land, to pay to the Association, its successors or assigns, each and all of the Annual Maintenance Charges against his Tract and/or assessed against him by virtue of his ownership thereof, as the same shall become due and payable, without demand. The Annual Maintenance Charges herein provided for shall be a charge and a continuing lien upon each Tract, together with all improvements thereon, as hereinafter more particularly stated. Each Annual Maintenance Charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Tract at the time the obligation to pay such Annual Maintenance Charge accrued, but no Member shall be personally liable for the payment of any Annual Maintenance Charge made or becoming due and payable after this ownership ceases. No Member shall be exempt or excused from paying any such Annual Maintenance Charge by abandonment of his Tract or his interest therein.

C. Basis of Annual Maintenance Charge. The amount of the Annual Maintenance Charge shall be set by the Board of Directors of the Association. The amount of the Annual Maintenance Charge for each Tract may be increased or decreased by the Board of Directors of the Association from time to time, as needed to pay for the expenses of the Association. The Annual Maintenance Charge and any special assessments provided for in this Declaration chargeable to a Tract shall be based upon a fraction, the numerator of which is the rentable square footage of the building(s) located on such Tract, and the denominator of which is the aggregate rentable square footage of all buildings on all Tracts within the Property.

D. Date of Commencement and Determination of Annual Maintenance Charge. The Annual Maintenance Charge shall commence as to each Tract on the date of the conveyance of the Tract by the Declarant and shall be prorated according to the number of days remaining in the calendar year. On or before the 30th day of November in each year, the Board of Directors of the Association shall fix the amount of the Annual Maintenance Charge to be levied against each Tract in the next calendar year. Written notice of the figure at which the Board of Directors of the Association has set the Annual Maintenance Charge shall be sent to every Owner. Provided that; the failure of the Board to fix the amount of an Annual Maintenance Charge by November 30th of a particular year or to send written notice of the amount of an Annual Maintenance Charge to all Owners shall not relieve an Owner of the obligation to pay any Annual Maintenance Charge.

E. Enforcement of Annual Maintenance Charge/Subordination of Lien. The Annual Maintenance Charge assessed against each Tract shall be due and payable, in advance, on the date of the sale of such Tract by Declarant for that portion of the calendar year remaining, and on the first (1st) day of each January thereafter. Any Annual Maintenance Charge which is not paid and received by the Association by the thirty-first (31st) day of each January thereafter shall be deemed to be delinquent, and, without notice, shall bear interest at the rate of eighteen percent

(18%) per annum or the maximum non-usurious rate, whichever is less, from the date originally due until paid. Further, the Board of Directors of the Association shall have the authority to impose a monthly late charge on any delinquent Annual Maintenance Charge. The monthly late charge, if imposed, shall be in addition to interest, to secure the payment of the Annual Maintenance Charge and any other sums due hereunder (including, without limitation, interest, late charges, collection costs and attorney's fees), there is hereby created and fixed a separate and valid and subsisting lien upon and against each Tract and all improvements thereto for the benefit of the Association, and superior title to each Tract is hereby reserved in and to the Association, The lien described in this paragraph and the superior title herein reserved shall be deemed subordinate to any mortgage for the purchase or improvement of any Tract and any renewal, extension, rearrangements or refinancing thereof. The collection of such Annual Maintenance Charge and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including late charges, interest, costs and attorney's fees, shall be chargeable to and be a personal obligation of the defaulting Owner, Notice of the lien may, but shall not be required to, be given by recording an affidavit in the Official Public Records of Real Property of Harris County, Texas, duly executed, and acknowledged by an authorized representative of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Tract, according to the books and records of the Association, and the legal description of such Tract. Each Owner, by acceptance of a deed to his Tract, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Tract and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid Annual Maintenance Charges and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens including judicial foreclosure.

F. **Notice of Sums Owed.** Upon the written request of an Owner, the Association shall provide to such Owner a written statement setting out the then current total of all Annual Maintenance Charges, and other sums, if any owing by such Owner with respect to his Tract. In addition to such Owner, the written statement from the Association so advising the Owner may also be addressed to and be for the benefit of a prospective lender or purchaser of the Tract, as same may be identified by said Owner to the Association in the written request for such information. The Association shall be entitled to charge the Owner a reasonable fee for such statement.

G. **Foreclosure of Mortgage.** In the event of a foreclosure of a first lien mortgage or other lien on a Tract that is superior to the Association's lien, the purchaser at the foreclosure sale shall not be responsible for Annual Maintenance Charges, or other sums, if any, which accrued and were payable to the Association by the prior Owner of the Tract, but said purchaser and its successors shall be responsible for Annual Maintenance Charges, and other sums, if any, becoming due and owing to the Association with respect to said Tract after the date of foreclosure.

ARTICLE X **MISCELLANEOUS**

A. **Amendment.** The provisions of this Declaration may be amended at any time by an instrument in writing signed and acknowledged by Owners representing not less than two-thirds

(2/3) of the Tracts, setting forth the amendments, and duly recorded in the Official Public Records of Real Property of Harris County, Texas. As long as Declarant owns any portion of the Property, any amendment of this Declaration shall also require the consent of Declarant, as evidenced by the execution of the amendment document. Without the joinder of Declarant, no amendment shall diminish the rights of or increase the liability of Declarant under this Declaration. Notwithstanding the foregoing, for a period of five (5) years after the date this Declaration is recorded, Declarant shall have the right to amend this Declaration, without the joinder or consent of any other party, so long as an amendment does not materially affect the substantive rights of any Tract Owners; in addition, as long as Declarant owns any portion of the Property, Declarant shall have the right to amend this Declaration, without the joinder or consent of any other party, for the purpose of clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions; provided that, any such amendment shall be consistent with and in furtherance of the general plan or scheme of development established by this Declaration.

B. **Duration.** The provisions of this Declaration shall remain in full force and effect until January 1, 2046, and shall thereafter be automatically extended for successive ten (10) year periods; provided that, this Declaration may be terminated on January 1, 2046, or on the commencement of any successive ten (10) year period by filing in the Official Public Records of Real Property of Harris County, Texas an instrument in writing signed and acknowledged by Owners representing not less than seventy-five percent (75%) of the Tracts agreeing to terminate this Declaration.

C. **Severability.** In the event of the invalidity or partial invalidity or unenforceability or partial unenforceability of any provision in this Declaration, the remainder of this Declaration shall remain in full force and effect.

D. **Number and Gender.** Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations and entities of every kind and character, and the singular shall include the plural and vice versa whenever appropriate.

E. **Articles and Sections.** Article and section headings in this Declaration are for convenience of reference and shall not affect the construction or interpretation of the provisions of this Declaration.

F. **Interpretation.** The provisions of this Declaration shall be liberally construed to affect its purpose and intent.

G. **Enforceability.** The provisions of this Declaration shall run with the Property and shall be binding upon and inure to the benefit of Declarant, each Owner of a Tract or portion thereof and their respective heirs, legal representatives, successors and assigns. The provisions of this Declaration shall be enforceable by Declarant and the Owner or occupant of any Tract. In any action initiated to enforce any provision of this Declaration, the prevailing party in such litigation shall be entitled to recover costs of suit and reasonable attorney's fees.

H. **Variances.** Any Tract Owner may request a variance or exception to these Declarations and shall do so by submitting such request in writing to the Association. The

Association shall inform all other Tract Owners of the variance or exception request and such Owners shall have the opportunity to submit written comments within ten days of receipt of the notice with regard to the pending proposal. The Association shall deliver its decision on the issue to the requesting party with a copy of the decision to all other Owners within 30 days of the cutoff date for comments.

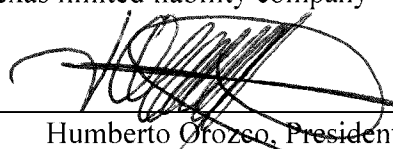
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RP-2026-186513

IN WITNESS WHEREOF, the undersigned has duly executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Kathy Lane Business Park effective as of May 12TH, 2026.

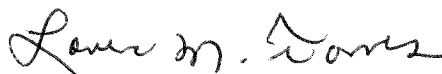
DECLARANT:

PLNS DEVELOPERS, LLC,
a Texas limited liability company

By: 
Humberto Orozco, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 12TH day of May, 2026, by Humberto Orozco, the President of PLNS Developers, LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

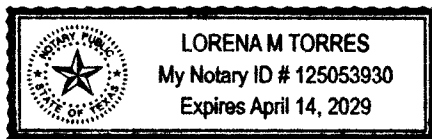


EXHIBIT A

Description of the Property

Unrestricted Reserve "A" of Kathy Lane Business Park, a subdivision of Harris County, Texas, according to the map or plat thereof recorded under Film Code No. 710759 of the Map Records of Harris County, Texas.

RP-2026-186513

EXHIBIT B-1

Description of Access Easement A

0.3085 of one acre or 13,439 square feet of land situated in the H.T. & B.R.R. Company Survey, Abstract Number 404, Harris County, Texas, being a portion of that certain called Unrestricted Reserve "A" of Kathy Lane Business Park, a subdivision as shown on map or plat recorded under Film Code Number 710759 of the Map Records of Harris County, Texas, being a portion of that certain called Tract 1, 0.8082 of one acre of land, Tract 2, 0.6402 of one acre of land, Tract 3, 0.6709 of one acre of land, Tract 4, 0.5315 of one acre of land, Tract 5, 0.6709 of one acre of land, Tract 6, 0.5315 of one acre of land, Tract 7, 0.8297 of one acre of land and Tract 8, 0.6564 of one acre of land, all being described in deeds and recorded respectively in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Numbers RP-2025-111357, RP-2025-111358, RP-2025-111360, RP-2025-111359, RP-2025-111361, RP-2025-111362, RP-2025-111364 and RP-2025-111363, said 0.3085 of one acre or 13,439 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found at Northerly end of a 15 foot cut-back line between the Southeasterly right-of-way line of Kathy Lane (60 foot right-of-way) and the Northeasterly right-of-way line of Grant Road (variable width right-of-way);

Thence, N 42°45'10" E, along the Southeasterly right-of-way line of said Kathy Lane, at a distance of 535.09 feet pass the most Northerly corner of that certain called Restricted Reserve "A" of Randall's/Grant at Louetta, a subdivision as shown on map or plat recorded under Film Code Number 498046 of the Map Records of Harris County, Texas, the most Westerly corner of said Unrestricted Reserve "A" and the most Westerly corner of said Tract 1, in all a total distance of 753.09 feet to the POINT OF BEGINNING of the herein described tract of land;

Thence, N 42°45'10" E, continuing along the Southeasterly right-of-way line of said Kathy Lane, at a distance of 13.00 feet pass a Crows Foot set for the most Northerly corner of said Tract 1 and the most Westerly corner of said Tract 2, in all a total distance of 26.00 feet to a point for corner, from which a 5/8 inch iron rod with cap found for the most Northerly corner of said Tract 2 and the most Westerly corner of that certain called Detention Site, 1.822 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2025-111356 bears N 42°45'10" E, 170.00 feet;

Thence, S 47°14'50" E, a distance of 516.89 feet to a point for corner;

Thence, S 42°45'10" W, a distance of 26.00 feet to a point for corner;

Thence, N 47°14'50" W, a distance of 516.89 feet to the POINT OF BEGINNING and containing 0.3085 of one acre or 13,439 square feet of land.

EXHIBIT B-2

Description of Access Easement B

0.3209 of one acre or 13,980 square feet of land situated in the H.T. & B.R.R. Company Survey, Abstract Number 404, Harris County, Texas, being a portion of that certain called Unrestricted Reserve "A" of Kathy Lane Business Park, a subdivision as shown on map or plat recorded under Film Code Number 710759 of the Map Records of Harris County, Texas and being a portion of that certain called Tract 1, 0.8082 of one acre of land, Tract 3, 0.6709 of one acre of land, Tract 5, 0.6709 of one acre of land and Tract 7, 0.8297 of one acre of land, all being described in deeds and recorded respectively in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Numbers RP-2025-111357, RP-2025-111360, RP-2025-111361 and RP-2025-111364, said 0.3209 of one acre or 13,980 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found at Northerly end of a 15 foot cut-back line between the Southeasterly right-of-way line of Kathy Lane (60 foot right-of-way) and the Northeasterly right-of-way line of Grant Road (variable width right-of-way);

Thence, N 42°45'10" E, along the Southeasterly right-of-way line of said Kathy Lane, at a distance of 535.09 feet pass the most Northerly corner of that certain called Restricted Reserve "A" of Randall's/Grant at Louetta, a subdivision as shown on map or plat recorded under Film Code Number 498046 of the Map Records of Harris County, Texas, the most Westerly corner of said Unrestricted Reserve "A" and the most Westerly corner of said Tract 1, in all a total distance of 550.09 feet to the POINT OF BEGINNING of the herein described tract of land;

Thence, N 42°45'10" E, continuing along the Southeasterly right-of-way line of said Kathy Lane, a distance of 26.00 feet to a point for corner, from which a Crows Foot set for the most Northerly corner of said Tract 1 and the most Westerly corner of that certain called Tract 2, 0.6402 of one acre of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2025-111358 bears N 42°45'10" E, 190.00 feet and from which a 5/8 inch iron rod with cap found for the most Northerly corner of said Tract 2 and the most Westerly corner of that certain called Detention Site, 1.822 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2025-111356 bears N 42°45'10" E, 373.00 feet;

Thence, S 47°14'50" E, a distance of 10.39 feet to an angle point;

Thence, S 35°16'26" E, a distance of 33.73 feet to an angle point;

Thence, S 47°14'50" E, a distance of 493.55 feet to a point for corner;

Thence, S 42°45'10" W, a distance of 26.00 feet to a point for corner;

Thence, N 47°14'50" W, a distance of 496.28 feet to an angle point;

Thence, N 35°16'26" W, a distance of 33.73 feet to an angle point;

Thence, N 47°14'50" W, a distance of 7.67 feet to the POINT OF BEGINNING and containing 0.3209 of one acre or 13,980 square feet of land.

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EXHIBIT C

Description of Water Tank Easement

0.0143 of one acre or 625 square feet of land situated in the H.T. & B.R.R. Company Survey, Abstract Number 404, Harris County, Texas, being a portion of that certain called Unrestricted Reserve "A" of Kathy Lane Business Park, a subdivision as shown on map or plat recorded under Film Code Number 710759 of the Map Records of Harris County, Texas and being a portion of that certain called Tract 7, 0.8297 of one acre of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2025-111364, said 0.0143 of one acre or 625 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found at Northerly end of a 15 foot cut-back line between the Southeasterly right-of-way line of Kathy Lane (60 foot right-of-way) and the Northeasterly right-of-way line of Grant Road (variable width right-of-way);

Thence, N 42°45'10" E, along the Southeasterly right-of-way line of said Kathy Lane, a distance of 535.09 feet to the most Northerly corner of that certain called Restricted Reserve "A" of Randall's/Grant at Louetta, a subdivision as shown on map or plat recorded under Film Code Number 498046 of the Map Records of Harris County, Texas, the most Westerly corner of said Unrestricted Reserve "A" and the most Westerly corner of that certain called Tract 1, 0.8082 of one acre of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2025-111357;

Thence, S 47°14'37" E, along the Northeasterly line of said Restricted Reserve "A", the Southwesterly line of said Unrestricted Reserve "A", the Southwesterly line of said Tract 1, the Southwesterly line of that certain called Tract 3, 0.6709 of one acre of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2025-111360, the Southwesterly line of that certain called Tract 5, 0.6709 of one acre of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2025-111361 and the Southwesterly line of said Tract 7, a distance of 536.95 feet to the POINT OF BEGINNING of the herein described tract of land;

Thence, N 42°45'10" E, a distance of 25.00 feet to a point for corner;

Thence, S 47°14'37" E, a distance of 24.98 feet to the Northwesterly line of that certain called Commercial Reserve "B", Block 12 of the Corrected Plat of Lakewood Forest Section 10, a subdivision as shown on map or plat recorded under Volume 289, Page 81 of Map Records of Harris County, Texas, from which a 5/8 inch iron rod with cap set for the most Easterly corner of said Tract 7 and the most Southerly corner of that certain called Tract 8, 0.6564 of one acre of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2025-111363 bears N 42°41'39" E, 206.04 feet;

Thence, S 42°41'39" W, along the Northwesterly line of said Commercial Reserve "B", a distance of 25.00 feet to a 5/8 inch iron rod found for the most Easterly corner of said Restricted Reserve "A", the most Southerly corner of said Unrestricted Reserve "A" and the most Southerly corner of said Tract 7, from which a found 3/4 inch iron pipe bears N 44°13'30" W, 1.03 feet;

Thence, N 47°14'37" W, along the Northeasterly line of said Restricted Reserve "A", the Southwesterly line of said Unrestricted Reserve "A" and the Southwesterly line of said Tract 7, a distance of 25.01 feet to the POINT OF BEGINNING and containing 0.0143 of one acre or 625 square feet of land.

EXHIBIT D

Description of the Detention Area

1.822 acres of land situated in the H.T. & B.R.R. Company Survey, Abstract Number 404, Harris County, Texas, being a portion of that certain called 7.1543 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2024-28072, said 1.822 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod found at Northerly end of a 15 foot cut-back line between the Southeasterly right-of-way line of Kathy Lane (60 foot right-of-way) and the Northeasterly right-of-way line of Grant Road (variable width right-of-way);

Thence, N 42°45' 10" E, along the Southeasterly right-of-way line of said Kathy Lane, at a distance of 535.09 feet pass the most Northerly comer of that certain called Restricted Reserve "A" of Randall's/Grant at Louetta, a subdivision as shown on map or plat recorded under Film Code Number 498046 of the Map Records of Harris County, Texas and the most Westerly comer of said 7.1543 acre tract, in all a total distance of 949.09 feet to a 5/8 inch iron rod with cap set the POINT OF BEGINNING of the herein described tract of land;

Thence, N 42°45'10" E, continuing along the Southeasterly right-of-way line of said Kathy Lane, a distance of 141.74 feet to a 5/8 inch iron rod with cap found for the most Westerly corner of that certain called 2.3802 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2018-503218;

Thence, S 47°10'09" E, along the Southwesterly line of said 2.3802 acre tract, a distance of 561.39 feet to a 5/8 inch iron rod with cap found in the Northwesterly line of that certain called Lot 7, Block 11 of the Connected Plat of Lakewood Forest Section 10, a subdivision as shown on map or plat recorded under Volume 289, Page 81 of Map Records of Harris County, Texas;

Thence, S 42°41'39" W, along the Northwesterly line of said Lot 7 and the Northwesterly line of that certain called Lot 8, Block 11 of said Corrected Plat of Lakewood Forest Section 10, a distance of 140.97 feet to a 5/8 inch iron rod with cap set for comer;

Thence, N 47°14'50" W, a distance of 561.53 feet to the POINT OF BEGINNING and containing 1.822 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204)

RP-2026-186513
Pages 22
05/13/2026 11:22 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$105.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2026-186513