

DECLARATION  
OF  
DEL PEDREGAL CONDOMINIUMS

1785117

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Declaration is made on July 17, 2007, by BETHLEHEM D & H ASSOCIATES, LLC, a Texas limited liability company, ("Declarant,") whose address is 3149 Center Point Drive, Edinburg, Hidalgo County, Texas 78539.

RECITALS

1. Declarant is the owner of all of the real property, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property that is located at 800 E. Dove, McAllen, Hidalgo County, Texas (herein referred to as the "Property,") more particularly described as follows, to-wit:

All of Lot 1, DEL PEDREGAL ESTATES, PHASE II, McAllen, Hidalgo County, Texas according to the Map or Plat thereof recorded in Volume 52, Page 3, Map Records of Hidalgo County, Texas, as depicted on Exhibit A attached hereto and incorporated herein.

2. Declarant submits the Property to a condominium regime established by the Texas Uniform Condominium Act (TUCA), which is codified in Chapter 82 of the Property Code (the "Act."). Each capitalized term not otherwise defined in this Declaration or in the plats and plans shall have the meanings specified or used in the Act.

3. The Property constitutes a condominium project (the "Project") within the meaning of TUCA. The formal name of the Project is DEL PEDREGAL CONDOMINIUMS.

4. Declarant intends and desires to establish by this Declaration a plan of ownership for the condominium project ("Project") as depicted on Exhibit A. The plan consists of individual ownership of commercial condominium units (the "Unit(s)") and other areas. The Project as currently established provides for a one-story building divided into twelve (12) units. The Units in this Project shall be known and designated as Units "A" through "L."

5. The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the "Owners"). The Declarant further intends, in accordance with the terms set forth herein, that the owners will govern the Project by means of an organization of Owners (herein the "Association"), as more particularly set forth herein. The formal name of the Association shall be DEL PEDREGAL CONDOMINIUMS ASSOCIATION OF CO-OWNERS, INC., which shall be a Texas Non-Profit Corporation. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the affairs of the business of the Condominium.

6. The general layout of the building and improvements is contained in Exhibits A and B-1, which show the relative position of the improvements built upon the real property incorporated into this condominium regime. The Units are more particularly described in Exhibits B-1 through B-4, which are attached and incorporated by reference.

The Owners shall each have an undivided interest in the "Common Elements" which are identified in this Declaration. Exhibit C sets forth the allocation to each Unit of (a) a fraction or percentage of undivided interests in "the common elements of the condominium"; (b) a fraction or percentage of undivided interests in the common expenses of the Association, and (c) a portion of votes in the Association, by the formulas set forth therein.

7. Therefore, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following

covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

## ARTICLE I

### DEFINITIONS

1.01. ARTICLES mean the Articles of Incorporation of the Association that are or shall be filed in the Office of the Secretary of State of the State of Texas.

1.02. ASSOCIATION means the DEL PEDREGAL CONDOMINIUM ASSOCIATION OF CO-OWNERS, INC., a corporation organized under the Texas Non-Profit Corporation Act for the management of the Project, the membership of which consists of all of the Owners in the Project.

1.03. BOARD means the Board of Directors of the Association.

1.04. BYLAWS mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board. The initial Bylaws are set forth in Exhibit D, which is attached and incorporated by reference.

1.05. CONDOMINIUM means the separate ownership of single units in a multiple-unit structure or structures with common elements.

1.06. COMMON ELEMENTS mean all elements of the Project except the separately owned Units, and includes both general and limited common elements.

1.07. DECLARANT means BETHLEHEM D & H ASSOCIATES, LLC, a limited liability company, and its successors and assigns.

1.08. DECLARATION means this Declaration document and all that it contains.

1.09. GENERAL COMMON ELEMENTS mean all the Common Elements except the Limited Common Elements.

1.10. GOVERNING INSTRUMENTS mean the Declaration, and the Articles of Incorporation and Bylaws of the Association.

1.11. LIMITED COMMON ELEMENTS mean the Common Elements allocated for the exclusive use of one or more but less than all of the Units.

1.12. MANAGER means the person or corporation, if any, appointed by the Board to manage the Project.

1.13. OWNER(S) means any person that owns a Unit within the Project.

1.14. PERSON means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination of persons or entities.

1.15. PROJECT means that portion of the entire parcel of the Property described above, including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium. The Project shall be divided into no more than twelve (12) Units.

1.16. RULES mean and refer to the Rules and Regulations for the Project adopted by the Board pursuant to this Declaration.

1.17. UNIT means a physical portion of the Condominium as designated by Exhibit B-1 for separate ownership. The boundaries of each Unit, except as identified in this declaration and in Exhibit B-1, are identified pursuant to the provisions of Section 82.052 of the Act.

## ARTICLE 2

### THE PROPERTY

2.01 Property. All the real property described above in this declaration, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property (referred to as the "Property") shall be subject to this Declaration.

2.02 Units. Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit. Any Unit may be jointly or commonly owned by more than one Person. No Unit may be subdivided. The boundaries of the Unit shall be and are the interior surfaces of the perimeter walls, floors and ceilings. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other finish surface materials are a part of the Unit.

An Owner shall not be deemed to own the utilities running through the Owner's Unit that are utilized for or serve more than one Unit, except as a tenant in common with the other Owners.

An Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows, and doors bounding the Owner's Unit.

2.03. Undivided Interest in Common Elements. Each Owner shall be entitled to an undivided interest in the Common Elements in the percentage expressed in Exhibit C. The fraction or percentage of the undivided interest of each Owner in the Common Elements, as expressed in this Declaration, shall have a permanent character and shall not be altered without the consent of all Owners, expressed in an amended, duly recorded Declaration. The fraction or percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though the interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached on. The interest allocated to each Unit has been calculated as follows:

- (i) The undivided interest, on the basis of the square footage of each Unit divided by the square footage of all Units;
- (ii) The percentage of liability for common expenses, on the basis of the square footage of each Unit divided by the square footage of all Units; and
- (iii) The number of votes in the Association, on the basis of the square footage of each Unit divided by the total number of the Units.

2.04. Common Elements.

A. General Common Elements. The Common Elements (sometimes known as General Common Elements) are reserved for the exclusive, but common use of the Owners of the Units. The General Common Elements include, without limitation, all portions of the buildings which have not been classified as a portion of any Unit such as the outsides of the buildings, roofs, structural walls and foundations, common electrical and water systems, common waste water systems, roadway and parking areas, walkways, yards, and landscaping.



B. Limited Common Elements. The Common Elements (sometimes known as Limited Common Elements) are reserved for the exclusive use of the Owners of the Units to which they are appurtenant. Portions of the Common Elements may be subsequently allocated by the Declarant as Limited Common Elements.

The Declarant reserves the right to allocate specified areas which constitute a part of these Common Elements as Limited Common Elements for the exclusive use of the Owners of Units to which these specified areas shall become appurtenant. Declarant may assign such Common Elements as Limited Common Element areas pursuant to the provisions of Section 82.058 of the Act (i) by making such an allocation in a recorded instrument, or (ii) in a deed to the Unit to which such Limited Common Element area shall be appurtenant, or (iii) by recording an appropriate amendment to this Declaration. Such allocations by the Declarant may be to Units owned by the Declarant. Subsequent to the Declarant control period, as outlined in Section 3.08, the right of allocation pursuant to this Section shall pass from the Declarant to the Board, and the Declarant may not thereafter exercise any such right.

2.05. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of ownership so long as the Property remains a Condominium Project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.

2.06. Each Owner shall have a nonexclusive easement for the use and enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

2.07. The Association may grant to third parties easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services. Each Owner, in accepting the deed to the Unit, expressly consents to such easements. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Unit.

2.08. None of the rights and obligations of the Owners created in this Declaration or by the deeds granting the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if the encroachment occurred because of the willful conduct of the Owner.

### ARTICLE 3

#### UNIT OWNERS ASSOCIATION

3.01. The Association, organized as a nonprofit corporation under the Texas Non-Profit Corporation Act, operating under the name DEL PEDREGAL CONDOMINIUMS ASSOCIATION OF CO-OWNERS, INC., is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Association's Certificate of Formation and Bylaws.

3.02. Membership in the Association is automatically granted to the Owner or Owners of each Unit in the Project. On the transfer of title to any Unit, the membership of the transferor automatically ceases and each new Owner becomes a member.

3.03. Voting shall be on a percentage basis. The Owner of each Unit is entitled to a percentage of the total vote equal to the percentage interest that the Owner's Unit bears to the entire Project as assigned in Exhibit C. If a unit has more than one owner, the aggregate vote of the Owners of the Unit may not exceed the percentage of the total vote assigned to the Unit.

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

3.05. The Association shall have all of the powers allowed by TUCA, as well as all the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Association shall include, but are not limited to, the following:

- (a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in Article 4 of this Declaration.
- (b) The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located on the Common Elements, as well as the use of any other Association property.
- © The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Association Rules in its own name, either on its own behalf or on behalf of any consenting Owner.
- (d) The right to discipline Owners for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties, subject to the following limitations:
  - (i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Board within thirty (30) days of the notice.
  - (ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.
  - (iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.
  - (iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.
- (e) The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.
- (f) The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Association at its own expense.

3.06. The affairs of the Association shall be managed and its duties and obligations performed by a Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board of Directors shall be set forth in the Bylaws of the Association. The Board shall elect officers, who shall include a President, Treasurer, Secretary, and such other officers as the Board may deem proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the Bylaws of the Association.

3.07. In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Instruments, the Association shall be responsible for the following:

- (a) Operation and maintenance of the Common Elements and the facilities located on the Common Elements. This duty shall include, but shall not be limited to, exterior painting, maintenance, repair, and landscaping of the Common Elements and of the furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.
- (b) Acquisition of and payment from the maintenance fund for the following:
  - (I) Water, sewer, garbage, electrical, telephone, gas and other necessary utility service for the Common Elements to the extent not separately metered and charged to the Units.
  - (ii) A policy or policies of fire insurance with extended coverage endorsement for the full insurable replacement value of the Units and Common Elements payable as provided in Article 6 of this Declaration, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Owners and their mortgagees, as their respective interests may appear.
  - (iii) A policy or policies insuring the Board, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incidental to the ownership and/or use of the Project, including the personal liability exposure of the owners in such amounts deemed reasonable by the Directors of the Homeowners Association. The limits and coverage shall be reviewed at least annually by the Board and varied in its discretion. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement in which the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.
  - (iv) Windstorm and flood insurance, and Workers' compensation insurance to the extent necessary to comply with any applicable laws.
  - (v) The services of personnel that the Board shall determine to be necessary or proper for the operation of the Common Elements.
  - (vi) Legal and accounting services necessary or proper for the operation of the Common Elements or the enforcement of this Declaration.
- © Maintenance of the following books and records, such books and records to be kept in accordance with generally accepted accounting procedures:
  - (I) Financial records with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and regular expenses of the Common Elements and any other expenses incurred by or on behalf of the Project.
  - (ii) Minutes of proceedings of owners, Board of Directors, committees to which any authority of the Board of Directors has been delegated.
  - (iii) Records of the names and addresses of all Owners with voting rights.
  - (iv) Plans and specifications used to construct the Project.
  - (v) The condominium information statement given to all Owners by the Declarant before sale.



- (vi) Voting records, proxies, and correspondence relating to declaration amendments.
- (d) Arrangement for an audit of all books and records of the Association, as may be required by law.

3.08. Declarant shall have the power to appoint and remove officers and members of the Board until one hundred twenty (120) days after Declarant has conveyed seventy-five (75) percent of the Units in the Project to Owners other than Declarant, provided, however, that, Declarant's power to appoint and remove officers and members of the Board shall not extend later than the fifth anniversary of the recording of this Declaration.

3.09. The Board shall act in all instances on behalf of the Association, unless otherwise provided by this Declaration. The Board's powers and duties shall include, but shall not be limited to, the following:

- (a) Enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.
- (b) Payment of taxes and assessments that are or could become a lien on the Common Elements or a portion of the Common Elements.
- (c) Contracting for casualty, liability, and other insurance on behalf of the Association.
- (d) Contracting for goods and services for the Common Elements, facilities, and interests of the Association.
- (e) Delegation of its powers to such committees, officers, or employees of the Association as are expressly authorized by the Governing Instruments.
- (f) Preparation of budgets and financial statements for the Association as prescribed in the Governing Instruments.
- (g) Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Association.
- (h) Initiation and execution of disciplinary proceedings against Owners for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.
- (i) Authorizing entry into any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Element or the Owners in the aggregate.

3.10. Notwithstanding the powers set forth in Paragraph 3.09 of this Declaration, the Board shall be prohibited from taking any of the following actions except with the approval of a majority of the voting power of the Association residing in the Owners:

- (a) Entering into (i) a contract with a third person under which the third person will furnish goods or services for a term longer than one year, (ii) a contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; or (iii) prepaid casualty and/or liability insurance of more than three (3) years duration, unless the policy provides for short-rate cancellation by the insured.
- (b) Paying compensation to Directors or to the officers of the Association for services rendered in the conduct of the Association's business, provided, however, that the

Board may cause a Director or officer to be reimbursed for expenses incurred in carrying out the business of the Association.

3.11. The Association may assign its future income, including its rights to receive common expense assessments, only by the affirmative vote of Units to which at least fifty-one percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

3.12. The Declarant shall have all of the powers reserved in Section 82.103© of the Act to appoint and remove officers and members of the Board.

#### ARTICLE 4

##### ASSESSMENTS

4.01. The Declarant covenants and agrees for each Unit owned by it in the Project, and each Owner by acceptance of the deed to such Owner's Unit is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. All moneys collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the Association. The Owner may not waive or otherwise escape liability for these assessments by non-use of the Common Elements or by abandonment of the Owner's Unit.

4.02. Regular assessments shall be made in accordance with the following: At or before the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. Regular assessments may be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The estimated cash requirement shall be assessed to each owner according to the percentage attributable to such owner's unit computed on the basis of the square footage of such Unit divided by the square footage of all Units subject to assessment. Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month, provided however, that the Board may invoice and collect the assessments on a quarterly basis.

4.03. Special assessments shall be made in accordance with the following: If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments.

4.04. The Board may not, without the approval of a majority of the voting power of the Association residing in the Owners, impose a regular annual assessment per Unit that is more than twenty percent (20%) greater than the regular annual assessment for the preceding year, or levy special assessments that in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Association for funds expended in order to bring the Owner into compliance with the provisions of the Association's Governing Instruments.

4.05. Regular assessments shall commence on the date of closing of the first sale of any Unit in the Project and any deficiency shall be paid by the Developer until all Units are sold.

4.06. Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of Owner against whom the assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

4.07. On the sale or conveyance of any Unit, all unpaid assessments against Owner for the Owner's share in the expenses to which Articles 4.02 and 4.03 of this Declaration refer shall first be



paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

- (a) Assessments, liens, and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Unit.
- (b) Amounts due under mortgage instruments duly recorded.

4.08. The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association's lien for assessments is pursuant to Texas Property Code Section 82.113. The Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens. The Association's lien for assessments is created by the recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required to evidence such lien. The Board of Directors may at its option prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the name of the Owner and description of the Unit. Such notice of lien may be signed by one of the Board members or Officers and may be recorded in the office of the County Clerk of Hidalgo County, Texas. In any collection proceedings, the Owner in default shall be required to pay the costs, expenses and attorney's fees incurred by the Association. Suit to recover a money judgment for unpaid assessments may also be maintained by the Association without foreclosing or waiving the Association's lien. In addition to all other remedies, the Association may terminate furnishing utility services to a Unit, the owner of which is delinquent in payment of an assessment that is used, in whole or in part, to pay the cost of that utility, after giving fifteen (15) days' written notice of its intent to do so.

4.09. The Board is fully authorized to adopt or amend reasonable rules for the collection of delinquent assessments, to include the imposition of interest for late payment of assessments, returned check charges, and late charges or reasonable fines for late payments.

## ARTICLE 5

### RESTRICTIONS AND COVENANTS

5.01. The right of an Owner and the Owner's guests to occupy or use the Owner's Unit or to use the Common Elements or any of the facilities on the Common Elements is subject to the following restrictions:

- (a) Except as provided in this section 5.01, all Condominiums shall be used only for professional (medical, dental, accounting, legal, insurance, and other similar professions) offices, retail sales, restaurants, and/or for executive offices. No Condominium shall be used for residential purposes, nor shall any abortion clinics, nightclubs, bars or retail stores selling alcoholic beverages, or drug or alcohol care units be permitted at any time in the Condominium Project.
- (b) Definition of terms (as used herein above): "an abortion clinic" is defined as one that advertises and/or publicizes by any media and/or medium of communication that it performs abortions or whose percentage of medical practice using life terminating procedures exceeds 15% of its total medical practice in this location; and a "drug or alcohol care unit" is defined as one that advertises and/or publicizes by any media and/or medium of communication that it offers medical care, therapy and/or consultation for drug and/or alcohol addiction or his percentage of medical practice using the aforesaid care, therapy and/or consultation exceeds 15% of its total medical practice.
- © Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of

insurance on any Unit or on any part of the Common Elements or that would be in violation of any law. No waste shall be permitted in the Common Elements.

- (d) Except as authorized in subparagraph (h) below, no sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board, except a sign advertising the property for sale.
- (e) There shall be no violation of the Rules adopted by the Board and furnished in writing to the Owners pertaining to the use of the Common Elements. The Board is authorized to adopt such Rules.
- (f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done in any Unit or in the Common Elements that may be or become an annoyance or nuisance to the other Owners. If any mess, litter or other nuisance is created and left uncleaned on any portion of the Common Elements, then the Board or its authorized representative shall have the authority to (i) prevent the offending party from subsequently using the premises again, (ii) having such waste cleaned up and charge such expense to the Owner as a special assessment, or (iii) taking such other preventative measures against the Owner as may be reasonable.
- (g) Nothing shall be altered or constructed in or removed from the Common Elements, except on the written consent of the Board.
- (h) No Owner (as opposed to Declarant during the Declarant Control Period) shall make structural alterations or modifications to his Condominium or to any of the Common Elements, including the erection of awnings, window screens, screen doors, or the placement of any reflective or other material in the windows of any Condominium, other than interior draperies or mini-blinds consistent with the Rules of the Association, or other exterior attachments, specifically but without limitation including attachments to the roof, without the written approval of the Board of Directors. The Board of Directors shall not approve any alterations, decorations or modifications that would jeopardize or impair the soundness, safety or appearance of the Condominium Project. In order to maintain uniformity of appearance for the Condominium Project, no Owner shall place any exterior sign or any exterior door to his Condominium without the prior approval of the Board of Directors as to type, size font, color and the like, of such sign, and as to the type and color of doors. Temporary signs and promotional materials such as banners, flags and a-frame signs on the exterior of the premises to advertise a grand opening or other promotional event shall only be permitted with the written consent of the Board of Directors. The temporary signs and promotional materials, if authorized, shall be removed by the Owner promptly upon completion of the promotional event.

5.02. Except for those portions that the Association is required to maintain and repair, each owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Unit so as to keep it in good condition and repair. Each owner shall also maintain and repair those portions of the Common Elements subject to an exclusive easement appurtenant to the Owner's Unit.

5.03. Each Owner shall be liable to the Association for all damage to the Common Elements or to other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or the owner's employees, business invitees, or tenants.

5.04. Declarant shall be exempt from the restrictions of Article 5.01 of this Declaration to the extent reasonably necessary for completion of construction, sales, or additions to the Project. Such exemption includes, but is not limited to, maintaining Units as model homes, placing advertising signs on Project property, and generally making use of the Project lots and Common Elements as is reasonably necessary to carry on construction activity.

## ARTICLE 6

### DAMAGE OR DESTRUCTION

6.01. In the event of a casualty to the Condominium, the Association shall rebuild or repair according to Section 82.111 (1) of the Act.

## ARTICLE 7

### RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

- 7.01. Declarant warrants that beneficiaries under deeds of trust to Units in the Project shall be entitled to the following rights and guaranties:
- (a) Should any of the Association's Governing Instruments provide for a "right of first refusal," such right shall not impair the rights of a beneficiary under a first lien deed of trust to the following:
    - (I) To exercise the power of sale, foreclose, or take title to an Unit pursuant to the remedies provided in the deed of trust.
    - (ii) To accept a deed or assignment in lieu of sale or foreclosure in the event of default by a grantor.
    - (iii) To interfere with a subsequent sale or lease of an Unit so acquired by the beneficiary.
  - (b) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Association of any default in the performance by the grantor of any obligation under the Association's Governing Instruments that is not cured within sixty (60) days.
  - © Any beneficiary under a first deed of trust who obtains title to an Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.
  - (d) All taxes, assessments, and charges that may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Project as a whole.
  - (e) No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of a beneficiary under a first deed of trust to a Unit pursuant to its deed of trust in the case of a distribution to such owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.

## ARTICLE 8

### SPECIAL DECLARANT RIGHTS AND DEVELOPMENT RIGHTS

- 8.01. Special Declarant Rights. Declarant reserves the following Special Declarant Rights.
- (a) The right to complete and make improvements indicated on the Plats and Plans;
  - (b) The right to maintain sales offices, management offices, leasing offices, and models in Units or on the Common Elements, but only to the extent of the utilization of one (1) Unit for a period of twelve (12) months from the date of filing of this document;



- © The right to maintain signs on the Condominium to advertise the Condominium;
- (d) The right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act of this Declaration;
- (e) The right to appoint or remove any officer of the Association or any director during the Declarant control period consistent with the Act and as more specifically provided in paragraph 3.08; and
- (f) The right to exercise any development right set out in Section 8.03 hereafter, including the right to construct additional units and add such units to the Project and the right to remove certain portions of the real property constituting the Project.

8.02. Unless sooner terminated by a recorded instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant for the period of time specified in the Act.

8.03. Development Rights. Declarant reserves the following development rights: Declarant reserves the right to subdivide or convert a unit previously created into additional units and/or to convert multiple units into a single unit, but shall comply with Section 82.060 © of the Act.

## ARTICLE 9

### GENERAL PROVISIONS

#### 9.01. Amendment to Declaration

- (a) At the earlier of the second anniversary of the recording of this Declaration or at such time as Declarant has sold 75% of the Units which are scheduled to be constructed (12 Units), then this Declaration may thereafter be amended at a meeting of the Unit Owners at which the amendment is approved by the holders of at least sixty-seven percent (67%) of the ownership interests in the Project, or by written ballot approved by the holders of at least sixty-seven percent (67%) of the ownership interests in the Project. The written ballot shall state the exact wording or substance of the amendment and shall specify the date by which the ballot must be received to be counted.
- (b) An amendment of the Declaration may not alter or destroy a Unit or a Limited Common Element without the consent of the affected Owners and the Owners' first lien mortgagees.
- © Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments. The amendment shall be effective on filing in the office of the county clerk of Hidalgo County, Texas.
- (d) Notwithstanding the foregoing, this Declaration may be amended by using any other method permitted by Section 82.067(a) of the Act.

9.02. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

9.03. The provisions of this Declaration shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

9.04. This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Declarant and the owners and their heirs, grantees, tenants, successors, and assigns.

9.05. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

9.06. The liability of any owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of the Owner's entire interest in the Owner's Unit with respect to obligations arising from and after the date of such divestment.

9.07. Neither Declarant nor any owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Unit to any person on the basis of race, color, sex, religion, ancestry, or national origin.

9.08. Notices.

(a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given with when delivered personally at the appropriate address set forth in this Declaration, or seventy-two (72) hours after deposit in any United States post office box, postage prepaid, addressed as set forth in Article 9.08(b) of this Declaration.

(b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Unit in the Project. Notice to the Association shall be addressed to the address designated by the Association by written notice all Owners. Notices to the Manager, if any, shall be addressed to the address designated by the Manager. Notices to Declarant shall be addressed to:  
Bethlehem D & H Associates, LLC  
3149 Center Point Drive  
Edinburg, Texas 78539

9.09. As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not a part of this Declaration and shall not affect the interpretation of any provision.

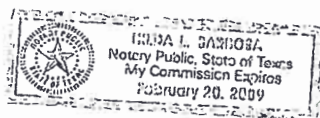
BETHLEHEM D & H ASSOCIATES, LLC

By: *Donald Williams*  
DONALD WILLIAMS

By: *Abdelakim Obeid*  
ABDELAAKIM OBEID

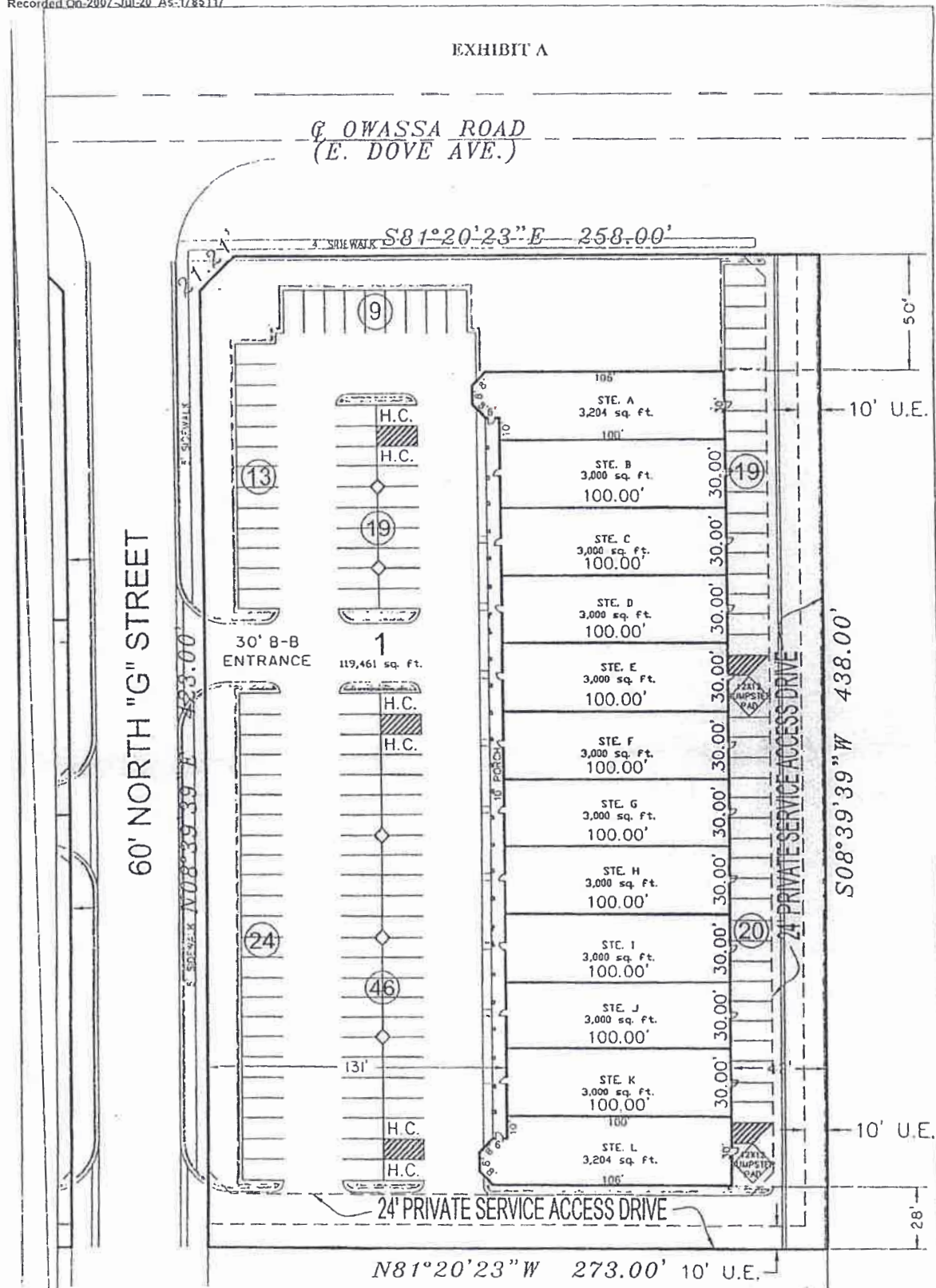
THE STATE OF TEXAS           )  
  )  
COUNTY OF HIDALGO        )

This instrument was acknowledged before me on July 17<sup>th</sup>, 2007, by DONALD WILLIAMS and ABDELAAKIM OBEID, Managers of BETHLEHEM D & H ASSOCIATES, LLC, a limited liability company, on behalf of said limited liability company.



*Irma L. Garza*  
Notary Public, State of Texas

EXHIBIT A



800 E. DOVE  
DEL PEDREGAL CONDOMINIUMS  
McALLEN, TEXAS

ENRIQUEZ GROUP

CONSULTING ENGINEER  
405 W. OWASSA RD.  
EDINBURG, TEXAS 78639

PHONE (361)702-6820 FAX (361) 209-5008  
Visit our web site [www.enriquezgroup.com](http://www.enriquezgroup.com) for info





EXHIBIT B-2

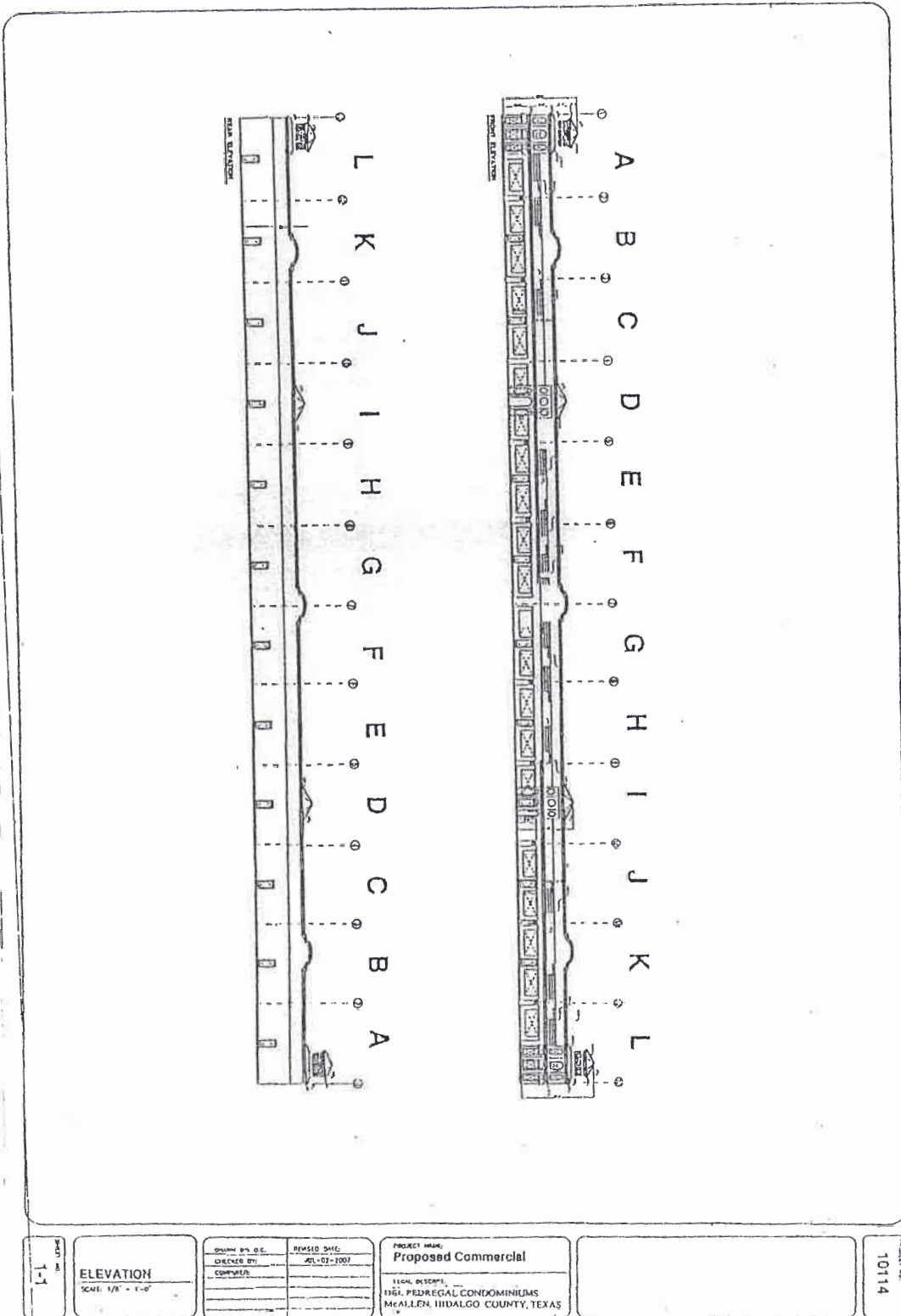


EXHIBIT B-3

RIGHT ELEVATION

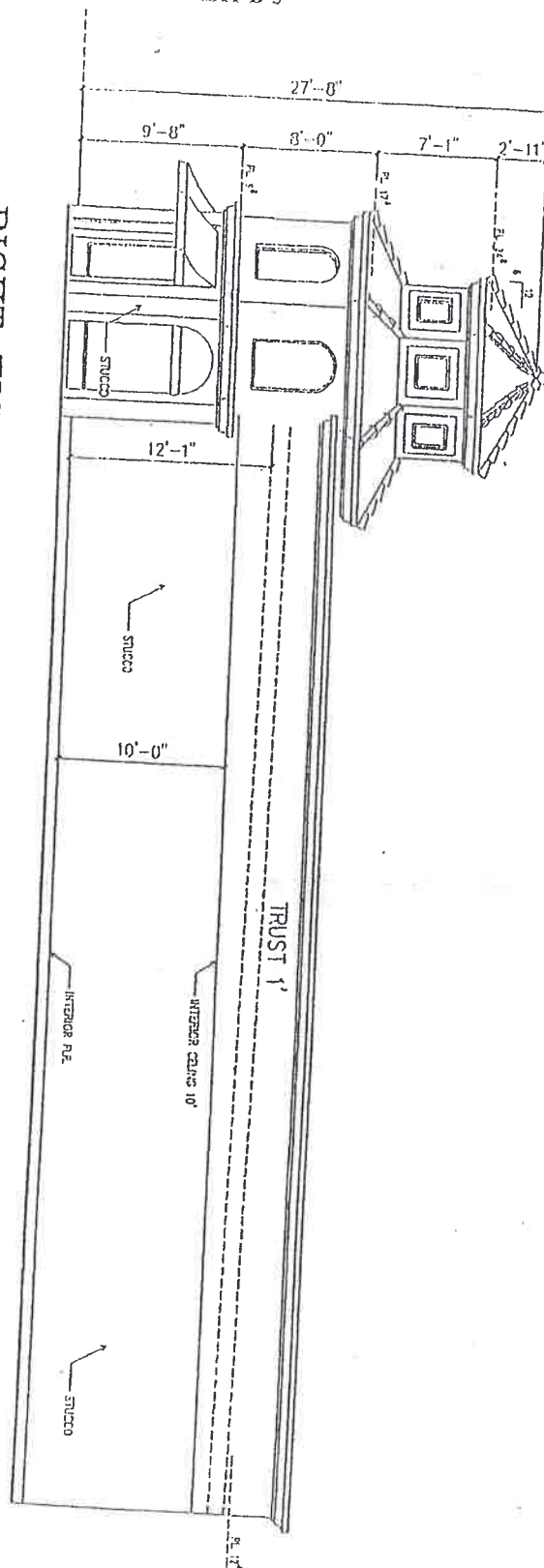
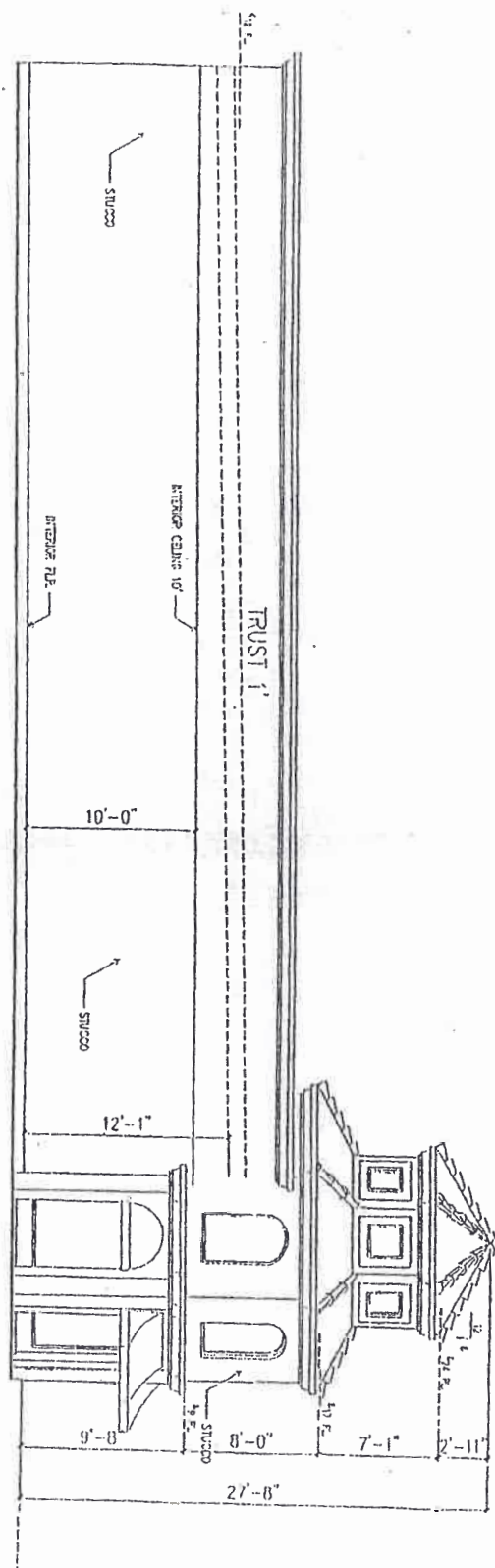




EXHIBIT B-4

LEFT ELEVATION



## EXHIBIT C

Allocation of Percentage Held by Each Unit in Common Elements, Common Expenses, and Votes in  
DEL PEDREGAL CONDOMINIUMS and DEL PEDREGAL CONDOMINIUMS  
ASSOCIATION OF CO-OWNERS, INC.

<u>Unit</u>	<u>Square feet</u>	<u>% of Undivided Interest</u>	<u>% of Vote In Association</u>
A	3,204	8.75%	8.75%
B	3,000	8.25%	8.25%
C	3,000	8.25%	8.25%
D	3,000	8.25%	8.25%
E	3,000	8.25%	8.25%
F	3,000	8.25%	8.25%
G	3,000	8.25%	8.25%
H	3,000	8.25%	8.25%
I	3,000	8.25%	8.25%
J	3,000	8.25%	8.25%
K	3,000	8.25%	8.25%
L	3,204	8.75%	8.75%

## EXHIBIT D

### BYLAWS OF DEL PEDREGAL CONDOMINIUMS ASSOCIATION OF CO-OWNERS, INC.

#### ARTICLE 1

##### DEFINITIONS

1.01. PROJECT shall mean all of the real property located in the City of McAllen, County of Hidalgo, State of Texas, including the land; all improvements and structures on the land; and all easements, rights, and appurtenances to the land, more particularly described as follows:

All of Lot 1, DEL PEDREGAL ESTATES, PHASE II, McAllen, Hidalgo County, Texas according to the Map or Plat thereof recorded in Volume 52, Page 3, Map Records of Hidalgo County, Texas, as depicted on Exhibit A attached hereto and incorporated herein.

1.02. DECLARATION shall mean the Declaration of the Del Pedregal Condominiums applicable to the Project and filed in the Office of the County Clerk of Hidalgo County, to which these Bylaws were attached as an Exhibit at the time of recording, including any further amendments to the Declaration as may be made from time to time in accordance with the terms of the governing statute.

1.03. Other terms used in these Bylaws shall have the meaning given them in the Declaration, incorporated by reference and made a part of these Bylaws.

#### ARTICLE 2

##### APPLICABILITY OF BYLAWS

2.01. The provisions of these Bylaws constitute the Bylaws of the nonprofit corporation known as DEL PEDREGAL CONDOMINIUMS ASSOCIATION OF CO-OWNERS, INC., referred to as the "Association".

2.02. The provisions of these Bylaws are applicable to the Project as defined in Paragraph 1.01 of these Bylaws.

2.03. All present or future owners, present or future tenants, their employees, or other persons that use the facilities of the Project in any manner are subject to the regulations set forth in these Bylaws. The acquisition or rental of any of the Units of the Project, or the act of occupancy of any of the Units, will signify that these Bylaws are accepted and ratified and will be complied with by the purchaser, tenant, or occupant.

#### ARTICLE 3

##### OFFICES

3.01. The principal office of the Association shall be located at 3149 Center Point Drive, Edinburg, Texas.

3.02. The Association shall have and shall continuously maintain in the State of Texas a registered office and a registered agent, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the corporation, and the address of the registered office may be changed from time to time by the Board of Directors.



#### ARTICLE 4

##### QUALIFICATIONS FOR MEMBERSHIP

4.01. The membership of the Association shall consist of all of the Owners of the Units within the Project.

4.02. The rights of membership shall not be exercised by any person until satisfactory proof has been furnished to the Secretary of the Association that the person is qualified as a Member. Such proof may consist of a copy of a duly executed and acknowledged deed or title insurance policy evidencing ownership of an Unit in the Project. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

4.03. The sole qualification for membership shall be the ownership of a Unit in the Project. No initiation fees, costs, or dues shall be assessed against any person as a condition of membership except such assessments, levies, and charges as are specifically authorized under the Articles of Incorporation or the Declaration.

4.04. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association that shall be in such form as may be determined by the Board. All certificates evidencing membership shall be consecutively numbered. The name and address of each Member and the date of issuance of the certificate shall be entered on the records of the Association and maintained by the Secretary at the registered office of the Association.

#### ARTICLE 5

##### VOTING RIGHTS

5.01. Voting rights shall be allocated among the Members on the basis of the formulas and allocations set forth in the Declaration. The Owner of each unit shall be entitled to vote the percentage of allocation attributable to such Unit as determined by the formula established in Exhibit C to the Declaration.

5.02. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease on conveyance by the Member of the Member's Unit or on receipt of notice by the Secretary of the death or judicially declared incompetence of such Member. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

5.03. The presence, either in person or by proxy, at any meeting, of Members entitled to cast at least 50 percent of the total voting power of the Association shall constitute a quorum for any action, except as otherwise provided in the Governing Instruments. In the absence of a quorum at a meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time not less than five (5) days or more than thirty (30) days from the meeting date.

5.04. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present shall be the act of the meeting of members, unless the vote of a greater number is required by statute or by the Declaration, by the Articles of Incorporation of this Association, or by these Bylaws.

5.05. Cumulative voting is not permitted.

## ARTICLE 6

### MEETINGS OF MEMBERS

6.01. The first meeting of the Members of the Association shall be held on November 15, 2007. After the first meeting, the annual meeting of the Members of the Association shall be held on the second Saturday of September of each succeeding calendar year at the hour of 10:00 A.M., or any other date and time which may be designated by the Association. If the day for the annual meeting of the Members is a legal holiday, the meeting shall be held at the same hour on the first day following that is not a legal holiday or a Sunday.

6.02. Special meetings of the Members may be called by the President, the Board of Directors, or by Members representing at least twenty (20) percent of the total voting power of the Association.

6.03. Meetings of the Members shall be held within the Project or at a meeting place as close to the Project as possible, as the Board may specify in writing.

6.04. Written notice of all Members, meetings shall be given by or at the direction of the Secretary of the Association or such other persons as may be authorized to call the meeting, by mailing or personally delivering a copy of such notice at least ten (10) but not more than fifty (50) days before the meeting to each Member entitled to vote at the meeting. The notice must be addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

6.05. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading of Minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

## ARTICLE 7

### BOARD OF DIRECTORS

7.01. The affairs of this Association shall be managed by a Board of Directors consisting of three (3) persons, all of whom, must be Members of the Association. The terms of the Directors shall be staggered as provided in Section 7.02 below.

7.02. At the first meeting of the Association, the Member shall elect the initial Directors. The initial Directors shall be classified with respect to the time for which they hold office by dividing them into three classes, each class consisting of one Director, and each Director of the Association shall hold office until his successor is elected and qualified. At the first meeting of the Association, the Director of the first class shall be elected for a term of one year; the Director of the

second class shall be elected for a term of two years; and the Director of the third class shall be elected for a term of three years; and at each annual election of the Members thereafter the successor to the class of Directors whose term expires that year shall be elected to hold office for a term of three (3) years, so that the term of office of one class of Directors shall expire each year.

7.03. Directors may be removed from office without cause by a two-thirds vote of the Members of the Association.

7.04. In the event of a vacancy on the Board caused by the death, resignation, or removal of a Director, the remaining Directors shall, by majority vote, elect a successor who shall serve for the unexpired term of the predecessor. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

7.05. No Director may receive compensation for services rendered to the Association as a Director.

7.06. The Board shall have the powers and duties, and shall be subject to limitations on such powers and duties, as enumerated in the Governing Instruments of the Project.

#### ARTICLE 8

##### NOMINATION AND ELECTION OF DIRECTORS

8.01. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the Members.

8.02. Directors are elected at the annual meeting of Members of the Association. Members, or their proxies, may cast, in respect to each vacant directorship, as many votes as they are entitled to exercise under the provisions of the Declaration. The nominees receiving the highest number of votes shall be elected.

#### ARTICLE 9

##### MEETINGS OF DIRECTORS

9.01. Regular meetings of the Board of Directors shall be held at least annually at a place within the Project and at a time as may be fixed from time to time by resolution of the Board. Notice of the time and place of regular meetings shall be posted at a prominent place or places within the Common Elements.

9.02. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any two (2) Directors other than the President. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of a special meeting must be given to each Director not less than three (3) days or more than fifteen (15) days prior to the date fixed for such meeting by written notice either delivered personally, sent by mail, or sent by telegram to each Director at the Director's address as shown in the records of the Association. A copy of the notice shall be posted in a prominent place or places in the Common Elements of the Project not less than three (3) days prior to the date of the meeting.

9.03. A quorum for the transaction of business by the Board of Directors shall be the lesser of either a majority of the number of Directors constituting the Board of Directors as fixed by these Bylaws or two (2).

9.04. The act of the majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless any provision of the Declaration, the Articles of Incorporation of this Association or these Bylaws requires the vote of a greater number.

9.05. Regular and special meetings of the Board shall be open to all Members of the Association, provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly authorized to do so by the vote of a majority of a quorum of the Board.

9.06. The Board may, with the approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, other business of a confidential nature involving a Member, and matters requested by the involved parties to remain confidential. The nature of any and all business to be considered in executive session shall first be announced in open session.

## ARTICLE 10

### OFFICERS

10.01. The Officers of this Association shall be a President, a Secretary, and a Treasurer, who shall at all times be members of the Board of Directors. The Board of Directors may, by resolution, create such other offices as it deems necessary or desirable.

10.02. The Officers of this Association shall be elected annually by the Board of Directors, and each shall hold office for one (1) year, unless the Officer shall sooner resign, be removed, or be otherwise disqualified to serve.

10.03. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect at the date of receipt of the notice or at any later time specified in the notice. Any officer may be removed from office by the Board whenever, in the Board's judgment, the best interests of the Association would be served by such removal.

10.04. Any two or more offices may be held by the same person.

10.05. Officers shall receive no compensation for services rendered to the Association as an Officer.

## ARTICLE 11

### PRESIDENT

11.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect one of their number to act as President.

11.02. The President shall perform the following duties:

(a) Preside over all meetings of the members and of the Board.

(b) Sign as President all deeds, contracts, and other instruments in writing that have been first approved by the Board, unless the Board, by duly adopted resolution, has authorized the signature of another Officer.

(c) Call meetings of the Board whenever he or she deems it necessary in accordance with rules and on notice agreed to by the Board. The notice period shall, with the exception of emergencies, in no event be less than three (3) days.

(d) Have, subject to the advice of the Board, general supervision, direction, and control of the affairs of the Association and discharge such other duties as may be required of him or her by the Board.



- (e) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.

## ARTICLE 12

### VICE-PRESIDENT

12.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board may elect one of its Members to act as Vice-President (if the office of Vice-President is created by the Board).

12.02. The Vice-President shall perform the following duties:

- (a) Act in the place and in the stead of the President in the event of the President's absence, inability, or refusal to act.
- (b) Exercise and discharge such other duties as may be required of the Vice-President by the Board. In connection with any such additional duties, the Vice-President shall be responsible to the President.

## ARTICLE 13

### SECRETARY

13.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Secretary.

13.02. The Secretary shall perform the following duties:

- (a) Keep a record of all meetings and proceedings of the Board and of the Members.
- (b) Keep the seal of the Association, if any, and affix it on all papers requiring the seal.
- (c) Serve notices of meetings of the Board and the Members required either by law or by these Bylaws.
- (d) Keep appropriate current records showing the Members of the Association together with their addresses.
- (e) Sign as Secretary all deeds, contracts, and other instruments in writing that have been first approved by the Board if the instruments require a second Association signature, unless the Board has authorized another Officer to sign in the place and stead of the Secretary by duly adopted resolution.
- (f) Prepare, execute, certify, and have recorded all amendments to the Declaration required by statute to be recorded by the Association.

## ARTICLE 14

### TREASURER

14.01. At the first meeting of the Board immediately following the annual meeting of the Members, the Board shall elect a Treasurer.

14.02. The Treasurer shall perform the following duties:

- (a) Receive and deposit in a bank or banks, as the Board may from time to time direct, all of the funds of the Association.
- (b) Be responsible for and supervise the maintenance of books and records to account for the Association's funds and other Association assets.
- (c) Disburse and withdraw funds as the Board may from time to time direct, in accordance with prescribed procedures.
- (d) Prepare and distribute the financial statements for the Association required by the Declaration.

#### ARTICLE 15

##### BOOKS AND RECORDS

15.01. Complete and correct records of account and minutes of proceedings of meetings of Members, Directors, and committees shall be kept at the registered office of the corporation. A record containing the names and addresses of all Members entitled to vote shall be kept at the registered office or principal place of business of the Association.

15.02. The Governing Instruments of the Project, the membership register, the books of account, and the minutes of proceedings shall be available for inspection and copying by any Member of the Association or any Director for any proper purpose at any reasonable time.

#### ARTICLE 16

##### GENERAL PROVISIONS

16.01. These Bylaws may be amended, altered, or repealed at a regular or special meeting of the Members of the Association by the affirmative vote in person or by proxy of Members representing a majority of the Owners of the Association, or by written ballot (or written consent in lieu of a meeting of the Members of the Association) approved by the holders of at least two thirds of the ownership interests in the Project. The written ballot (or written consent in lieu of a meeting of the Members of the Association) shall state the exact wording or substance of the amendment and shall specify the date by which the ballot (or consent) must be received to be counted. Notwithstanding the above, the percentage of affirmative votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

ADOPTED BY THE BOARD OF DIRECTORS on this the 17th day of July, 2007.

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, TX 78540



Instrument Number: 2007-1785117

Recorded On: July 20, 2007

As  
Recording

Parties:  
To

Billable Pages: 26  
Number of Pages: 27

Comment: DECLARATION

**\*\* Examined and Charged as Follows: \*\***

Recording	116.00
Total Recording:	116.00

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

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

**File Information:**

Document Number: 2007-1785117  
Receipt Number: 877607  
Recorded Date/Time: July 20, 2007 04:58P

**Record and Return To:**

BARRY E JONES  
301 S. TEXAS  
MERCEDES CY 78570

User / Station: I Leal - Cash Station 02



STATE OF TEXAS  
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX