

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



70 2008 01916323

Instrument Number: 2008-1916323

Recorded On: August 05, 2008

As  
Recording

Parties:

To

Billable Pages: 33

Number of Pages: 34

Comment: CON DECLAR

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

Recording	144.00
<b>Total Recording:</b>	<b>144.00</b>

**\*\*\*\*\* 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: 2008-1916323  
Receipt Number: 975489  
Recorded Date/Time: August 05, 2008 04:48P

**Record and Return To:**

OC DEVELOPMENT LTD.  
810 W. FERGUSON  
PHARR TX 78577

User / Station: A Rodriguez - Cash Superstation 09



**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

CONDOMINIUM DECLARATION  
OF  
SHARY TWO CONDOMINIUMS  
McAllen, Texas

1916323

STATE OF TEXAS           §  
                                          §  
COUNTY OF HIDALGO   §

This Declaration is made on April 16, 2008, at Pharr, Texas, by OC Development, Ltd., (“Declarant”), whose mailing address is, 810 W. Ferguson, Pharr, TX 78577.

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 in the City of McAllen, Hidalgo County, Texas (herein referred to as the “Property”), more particularly described as follows, to- wit:

Lot 13, **SHARY LANDING**, an Addition to the City of McAllen, Hidalgo County, Texas, according to map thereof recorded in Volume 51, Page 116, Map Records of Hidalgo County, Texas, subject to all reservations and exceptions described in Exhibit “E”.

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.

3. The Property constitutes a condominium project (the “Project”) within the meaning of TUCA. The formal name of the Project is SHARY TWO CONDOMINIUMS.

4. Declarant intends and desires to establish by this Declaration a plan of ownership for the condominium project (“Project”). The plan consists of individual ownership of condominium units (the “Units”) and other areas. The project shall be divided into no more than four (4) Condominium Units.

5. The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own the 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 is SHARY TWO CONDOMINIUMS ASSOCIATION, INC.

6. The Units of the Project are more particularly described in Exhibits B & C, which are attached to this Declaration and incorporated herein by reference. The Owners each have an undivided interest in the common areas and remaining property of the Project (referred to as the "Common Elements"), which is also more particularly described in Exhibits C. Exhibit D 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 restriction, 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 1 DEFINITIONS

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

1.02 ASSOCIATION means SHARY TWO CONDOMINIUMS ASSOCIATION, 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 means 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 A, 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 OC Development, Ltd., and their 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 the entire parcel or the Property describe 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 four (4) Units.

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

1.17 UNIT means a physical portion of the condominium designated by Exhibits B & C for separate ownership and occupancy.

## ARTICLE 2 THE PROPERTY

2.01 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 and The Declaration Of Covenants, Conditions and Restrictions for Shary Landing Subdivision.

2.02 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. Walls, floors, and ceilings are designed as boundaries of a Unit. An Owner shall 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.

Each Owner agrees that the Square footage, size and dimensions of each Unit as set out and shown in this Declaration and the Exhibits attached hereto are approximate, are shown for descriptive purposes only and that the Declarant does not warrant, represent or guarantee that any Unit actually contains the area, square footage or dimensions shown in the Exhibits. Each purchaser and Owner of a Unit is under a duty to inspect and examine the Unit to be purchased by him prior to such purchase, and agrees that such inspection and examination has been made and that the Unit is purchased as actually and physically existing. Each purchaser of a Unit hereby expressly waives any claim or demand which he may have against the Declarant on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the Exhibits attached hereto.

2.03 Each Owner shall be entitled to the undivided interest in the Common Elements as described in Exhibit D. The fraction or percentage of the undivided interest of each Owner in the Common Elements, as expressed in this Declaration and Exhibit D, shall have a permanent character and shall not be alterate without the consent of all Owner, 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.

2.04 A "Limited Common Element" means a portion of the Common Elements, designated in this Declaration, or on the Plats and Plans, or by the Act, for the exclusive use of one or more of the Units as determined by the Board of Directors of the Association. The following portions of the buildings, in addition to the portions described in Section 82.052(2) and 82.052(4) of the Act, are designated as Limited Common Element. The Limited Common Elements in SHARY TWO CONDOMINIUMS include the Unit's respective porches and the backyards enclosed by a cedar fence, as shown on Exhibit C.

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 mortgages 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 admissions fees, and to perform its obligations under this Declaration.

2.07 Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, ducts, cables, wires, conducts, public utility lines and other general common elements serving such other Units but located in such Unit. 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. The Board shall have the right to access to each Unit to inspect, make any emergency repairs necessary, and to maintain, repair and replace the general common elements contained therein or elsewhere in the building.

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 of 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 SHARY TWO CONDOMINIUMS ASSOCIATION 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 Articles of Incorporation and Bylaws.

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

3.03 The Owner of each Unit is entitled to a fraction or percentage of the total vote equal to the interest that the Owner's Unit bears to the entire Project assigned in Exhibit D. If a Unit has more than one Owner, the aggregate vote of the Owners of the Unit may not exceed 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 not limited to, the following:

(a) The power to establish, fix, and levy assessment 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.

(c) 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 supervision 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 responsibility, through the Board of Directors, to such committees, officers, or employees as are permitted to be related 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, which 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, elevator, and other necessary utility service for the Common Elements and, to the extent not separately metered and charged, for the Units.

(ii) A policy or policies of fire insurance with extended coverage endorsement, to include flood and windstorm insurance, for no less than eighty (80%) percent of the replacement value of the Units and Common Elements payable as provided in Articles 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, incident to the ownership and/or use of the Project, including the personal liability exposure of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 aggregate limits. The limits and coverage shall be reviewed at least annually by the Board and varied in its discretion, provided, however, that the said limits and coverage shall never be of fewer kinds or lesser amounts than those set forth in this Paragraph. 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) Worker's 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.

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

(i) A pro forma operating statement for each fiscal year shall be distributed not less than

thirty (30) days before the beginning of the fiscal year.

(ii) A balance sheet, as of an accounting date that is the last day of the month closest in time to six months from the date of closing of the first sale of an Unit in the Project, and an operating statement for the period from the date of the first closing to the accounting date shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the numbers of the Project Units and the names of the persons assessed.

(iii) A balance sheet as of the last day of the Association's fiscal year and operating statement for the fiscal year shall be distributed within 90 days after the close of the fiscal year.

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

(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 proceeding of Owners, Board of Director, and 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.

(e) Arrangement for an audit of all books and records of the Association, as may be required by law.

3.08 The Board shall act in all instances on behalf of the Association, unless otherwise provided by this Declaration. The Board's power 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 on 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 Institute.

(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.

3.09 Notwithstanding the powers set forth in Paragraph 3.10 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, except for a management contract approved by the Federal Housing Administration or Veterans' Administration; (ii) a contract with a public utility if the rates charged area 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 not more than three (3) years' duration, provided that the policy provides for short-rate cancellation by the insured.

(b) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

(c) Selling during any fiscal year property of the Association having an aggregate fair market value in excess of five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

(d) Paying compensation to Directors or to 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.

3.10 Declarant Control. Notwithstanding any other provisions of this Declaration or the Bylaws, the Declarant shall have and retain the power to appoint and remove officers and members of the Board until the 120<sup>th</sup> day after Declarant has conveyed seventy-five (75%) percent of the Units in the Project to Owners other than Declarant, except that, no later than the 120<sup>th</sup> day after Declarant's conveyance of fifty (50%) percent of the Units to Owners other than Declarant, no less than one third of the Board members shall be elected by Owners other than Declarant. From the date of the initial regular assessment, until the Declarant control terminates, the Declarant shall periodically pay to the Association (1) an amount equal to all operational expenses of the Association, less the operational expense portion of the Assessments paid by Unit Owners other than Declarant; or (2) the common expense liability allocated to each Unit owned by Declarant.

#### 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 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 nonuse of the Common Elements or by abandonment of the Owner's Unit.

4.02 Regular assessments shall be made in accordance with the following. Within thirty (30) days prior to 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 assessment 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 percentages set forth on Exhibit D. Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month, or at the option of the Board, the assessments may be billed and shall be due and payable in quarter annual installments. The fraction or percentage of the undivided interest of each Owner in the common elements shall be used to establish the allocation of the common expense liabilities among Unit Owners as set forth in Exhibit D attached to this Declaration and incorporated herein by reference.

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 allocated, 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 Owner other than Declarant, impose a regular annual assessment per Unit that is more than twenty (20%) percent greater than the regular annual assessment for the preceding year, or levy special assessments that in the aggregate exceed five (5%) percent 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 a Unit in the Project.

4.06 Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the 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 a Unit, all unpaid assessments against an Owner for the Owner's share in the expenses to which Articles 4.02 and 4.03 of this Declaration refer shall be paid out of the sales price or by the Owner or, if not paid by the Owner, then by the purchaser.

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 83.113. The Association's lien for assessments has priority over any other lien except:

- (1) a lien for real property taxes and other governmental assessments or charges against the unit unless otherwise provided by Section 32.05, Tax Code; and
- (2) a first vendor's lien or first deed of trust lien recorded before the date on which the assessment sought to be enforced becomes delinquent under the declaration, bylaws, or rules.

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, however, to evidence such lien, the Board of Directors may at this 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 cost, 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 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 assessment, 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) No Owner shall occupy or use the Owner's Unit, or permit the Unit or any part of it to be occupied or used, for any purpose other than as a private residence. Nothing in this Declaration shall prevent the Owner from leasing or renting out the Owner's Unit, provided that it is subject to the Association's Governing Instruments and Rules.

(b) There shall be no obstruction of the Common Elements, Nothing shall be stored in the Common Elements without the prior consent of the Board, except as expressly provided for in the Declaration, or in designated storage areas.

(c) 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. No gasoline, kerosene, cleaning solvents, or other flammable liquid shall be stored in the Common Elements or in any Unit, provided, however, that reasonable amounts in suitable containers may be stored in the storage spaces.

(d) 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 that does not exceed three (3) square feet.

(e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit or in the Common Elements, except that dogs may be kept in Units, subject to the Rules and Regulations that may be adopted by the Board from time to time. Such dogs shall not be allowed to run loose in the common elements, and must be kept on a leash at all times.

(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.

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

(h) 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.

(i) No Owner shall park any automobile or other motor vehicle in the Common Elements except in the carport or garage appurtenant to the Owner's Unit.

(j) No Unit or any interest therein shall ever be subjected to any time-sharing or time interval ownership arrangement of any nature whatsoever including, but not limited to, any arrangement whereby any Owner of a Unit is entitled to use and possession of such Unit for any time period to the exclusion of any other Co-Owners of such Unit.

(j) No Unit or any interest therein shall ever be subject to any time-sharing or time interval ownership arrangement of any nature whatsoever including, but not limited to, any arrangement whereby any Owner of a Unit is entitled to use and possession of such Unit for any time period to the exclusion of any other Co-Owners of such Unit.

(k) Any vehicle that is parked in the common elements must be operable and free of leakage.

(l) No loud noises shall be allowed or permitted in the Unit balconies or common elements from radios, stereos or other devices, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. After 11:00 p.m. at night, no noise shall be allowed or permitted to emanate from any Unit that will be audible in other Units or disturb other Owners or residents in any manner. No owner shall permit any use of his Unit or make any use of the common elements which will constitute a nuisance or annoyance to the other owners.

(m) No security is provided in the common elements and the Association shall not be liable for any loss, damage or theft of vehicles parked in the common elements.

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 family, guests, 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 (a) If the Project is damaged by fire or any other disaster, the insurance proceeds, except as provided in Paragraph 6.01 (b) of this Declaration, shall be applied to reconstruct the Project.

(b) Reconstruction shall not be compulsory if at least 80 percent of the Vote of the Owners, which shall include the vote of each Owner of a unit or assigned limited common element that will not be rebuilt or repaired, is cast not to rebuild. If the Owners so vote to not rebuild any Unit, that Unit's allocated interests shall be automatically reallocated on the vote as if the Unit had been condemned, and the Association shall prepare, execute, and record an amendment to Exhibit D of the Declaration reflecting the reallocation. If the entire Project is not repaired or replaced and unless otherwise unanimously agreed to by the Owners, the proceeds shall be delivered pro rata to the Owners or their mortgages, as their interest may appear, in accordance with the percentages or fractions set forth in Exhibit D of this Declaration.

6.02 When reconstruction is required by the terms of Article 6.01 of this Declaration, but the insurance proceeds are insufficient to cover the cost of reconstruction, the costs in excess of the insurance proceeds and reserves shall be considered a common expense that is subject to the Association's lien rights.

6.03 If the Project is damaged by fire or any other disaster, the Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Project in accordance with its original plans and specifications. The Board shall also, as soon as possible after obtaining the bids, call a special meeting of the Owners to consider the bids. If the Board fails to do so within sixty (60) days after the casualty occurred, any Owner may obtain bids and call and conduct a meeting as provided by this Article 6.03. At such meeting, the Owners may, by a vote of not less than sixty-seven (67) percent of the votes present, elect to reject all of the bids or, by not less than fifty-one (51) percent of the votes present, elect to reject all the bids requiring amounts more than five hundred dollars (\$500) in excess of available insurance proceeds. If all bids are rejected, the Board shall obtain additional bids for presentation to the Owners. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

## ARTICLE 7 RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

Declarant warrants that beneficiaries under deeds of trust 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 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 or an Unit so acquired by the beneficiary.

(b) A beneficiary under a first lien deed of trust is entitled, on written request and provide that such beneficiary's address is specified in the 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.

(c) 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) Unless at least two thirds (2/3) of the beneficiaries under first deeds of trust (based on one vote for each first deed of trust owned) or Owners other than Declarant give their prior written approval, the Association shall not be entitled to the following:

(i) By act or omission, to seek to abandon or terminate the Project.

(ii) To change the pro rata interest or obligations of any individual Unit for the purpose of:

(A) Levying assessments or charges.

(B) Allocating distributions of hazard insurance proceeds or condemnation awards.

(C) Determining the pro rata share of ownership of each Unit in the Common Elements and in the improvements in the Common Elements.

(iii) To partition or subdivide any Unit.

(iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.

(v) In case of loss to an Unit and/or Common Elements of the Project, to use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Elements) for such property, except as provide by statute.

(e) 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.

(f) No provisions of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of a beneficiary under first deed of trust to an Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation wards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.

### GENERAL PROVISIONS

8.01 (a) This Declaration may be amended at a meeting of the Unit Owners at which the amendment is approved by the holders of at least sixty-seven (67) percent of the ownership interests in the Project, or by written ballot approved by the holders of at least sixty-seven (67) percent of the ownership interests in the Project. The written ballot shall state the exact wording or substance of the amendment 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 Elements without the consent of the affected Owners and the Owner's first lien mortgages.

(c) Any amendment shall be evidenced by 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.

8.02 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.

8.03 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.

8.04 This Declaration, as well as ant 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.

8.05 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 provisions of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

8.06 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.

8.07 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.

8.08 (a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given when delivered personally at the appropriate address set forth in Article 8.08 (b) of this Declaration, or seventy-two (72) hours after deposit in any United States post office box, postage prepaid, addressed as set forth in Article 8.08 (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 to all Owners. Notices to the Manager shall be addressed to the address designated by the Manager. Notices to the Declarant shall be addressed to: 810 W. Ferguson, Pharr, TX 78577.

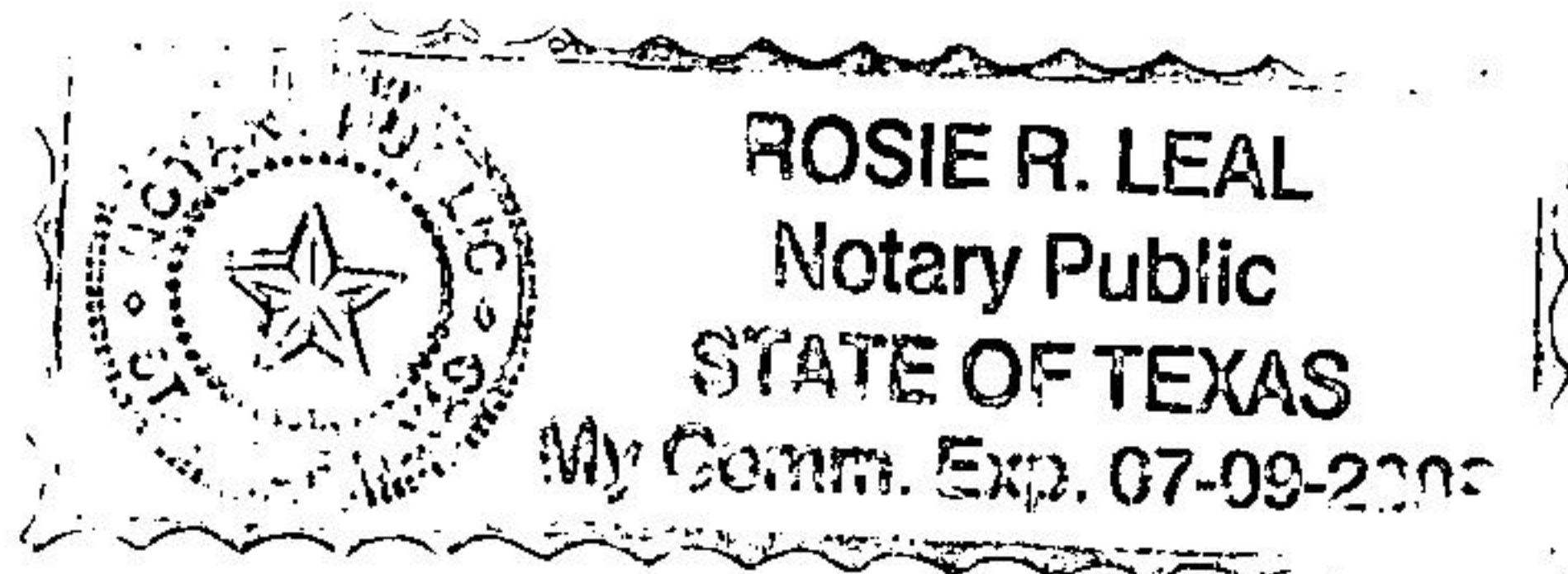
8.09 As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary. All headings are not part of this Declaration and shall not affect the interpretation of any provision.

OC Development, Ltd.  
A Texas Limited Partnership  
By: OC Management, LLC  
Its General Partner

  
\_\_\_\_\_  
Eduardo Cantu, Member

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

This instrument was acknowledged before me on April, 2008, by Eduardo Cantu, Member, OC Management, LLC, General Partner of OC Development, Ltd.



*[Signature]*

Notary Public, State of Texas

Notary's name printed:

*Rosie R. Leal*

My commission expires: 7/9/09

LONE NATIONAL BANK

By: *[Signature]*

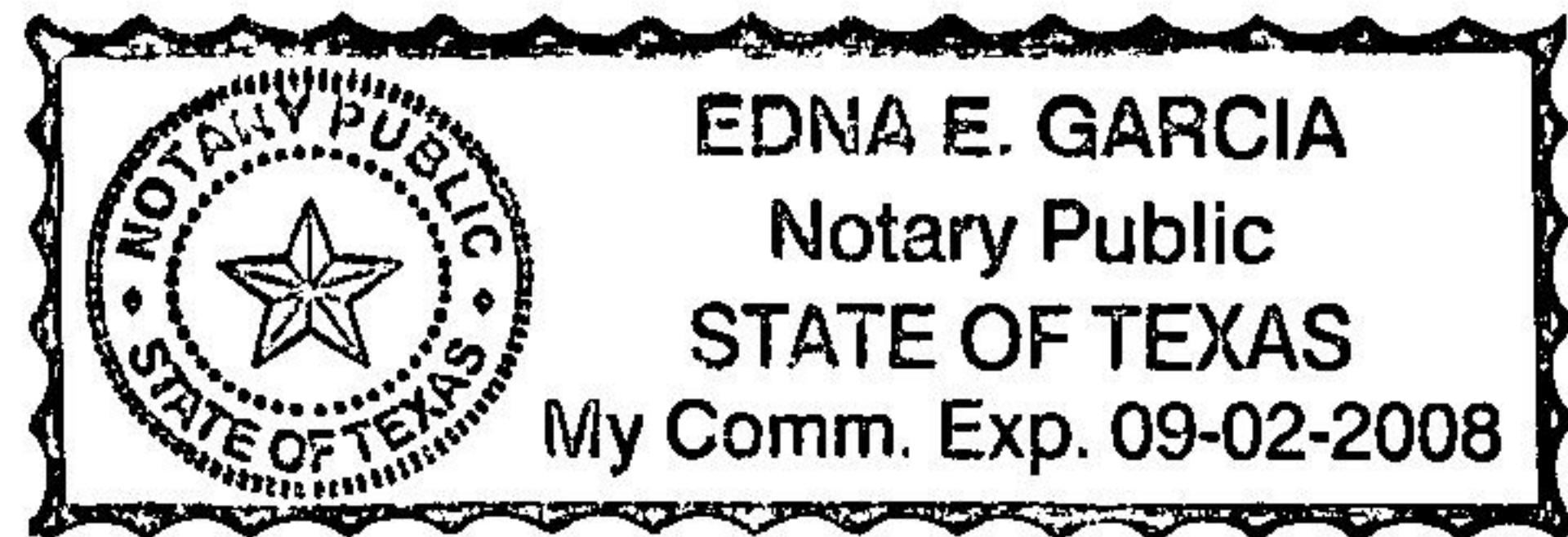
Printed Name: Oscar Rodriguez

Title: SVP

(Corporate Acknowledgment)

STATE OF TEXAS §  
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 17 day of April, 2008, by Oscar Rodriguez, SVP, of LONE NATIONAL BANK, a Texas corporation, on behalf of said corporation.

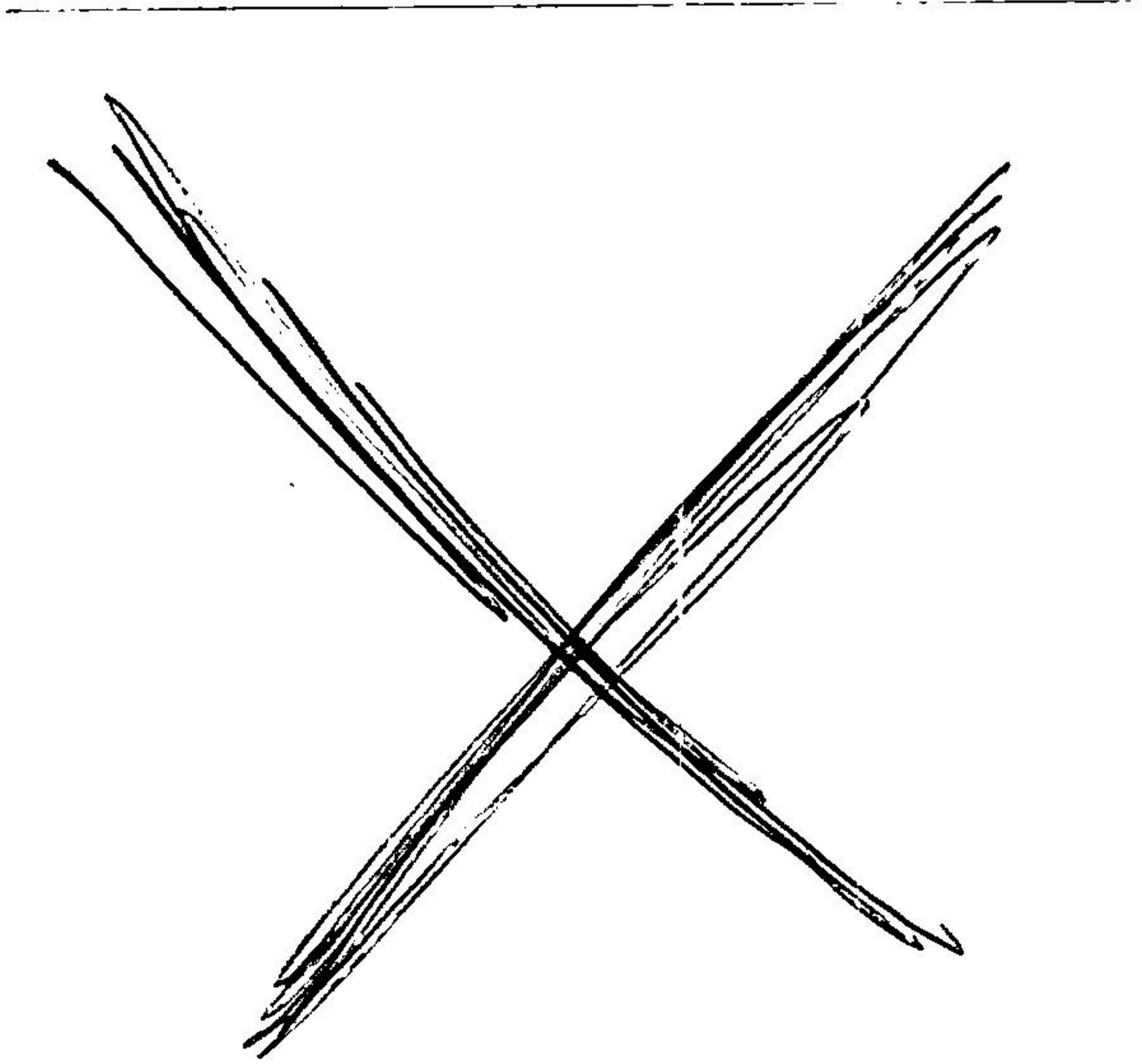


*[Signature]*

Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**  
**OC Development, Ltd.**  
**810 W. Ferguson**  
**Pharr, TX 78577**

**Exhibit "A"**



**BYLAWS OF SHARY TWO CONDOMINIUMS ASSOCIATION, INC. A TEXAS  
NONPROFIT CORPORATION**

**ARTICLE I.**

**NAME AND LOCATION**

The name of the corporation is SHARY TWO CONDOMINIUMS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 810 W. Ferguson, Pharr, TX 78577, but meetings of Members and Directors may be held at such places within the State of Texas, in Hidalgo County, as may be designated by the Board of Directors.

**ARTICLE II.**

**DEFINITIONS**

The following words when used in these Bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

1. **"Association or Corporation"** shall mean and refer to SHARY TWO CONDOMINIUMS ASSOCIATION, INC., a non-profit corporation, its successors and assigns, or replacements which, or will be, formed by the Owners for the purpose of enforcing the covenants, restrictions and agreements set forth herein.
2. **"Board of Directors"** shall mean and refer to the Board of Directors of the Association which will be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.
3. **"Bylaws"** shall mean and refer to the Bylaws of the Association, as amended from time to time.
4. **"Declarant"** shall mean and refer to OC Development, Ltd., their successors and assigns, in its capacity as the developer of the Subdivision.
5. **"Declaration"** shall and mean refer to that certain shall and mean refer to that certain CONDOMINIUM DECLARATION OF SHARY TWO CONDOMINIUMS to be recorded on or about June 2008, executed on behalf of the Declarant as the same may be amended or supplemented from the time as therein provided applicable to the Property recorded in the Office of the County Clerk of Hidalgo County, Texas.
6. **"Majority Vote"** or **"Majority Vote of the Members"** shall mean and refer to the affirmative vote on any matter brought before the membership of fifty-one percent (51%) or more of the votes entitled to be cast by Members in Good Standing of the Association who are present and voting in person or by legitimate proxy, and at a meeting of the Members duly called at which a quorum is present, and otherwise convened and conducted in accordance with the Bylaws of the Association.

7. **“Member”** shall mean every person or entity who holds membership in the Association as set out the Declaration.

8. **“Member in Good Standing”** shall mean and refer to each member of the Association who (i) is not in default in payment of any assessments levied by the Association in accordance with the terms of the Declaration; (ii) nor in receipt of a notice of default from Declarant or the Association pertaining to any default under the Declaration or any rule or regulation promulgated by the Association, which default remains uncured in the opinion of the Declarant; (iii) nor named as a party in any pending legal action, suit or proceeding involving an alleged violation of the Declaration brought by the Declarant, the Association, or any other party with standing to enforce any provision of the Declaration.

9. **“Owner”** shall mean the record owner, whether one or more persons or entities, of a fee simple title to any unit which is a part of the property, and shall include contract sellers, but shall not include holding title merely as security for performance of an obligation.

### ARTICLE III

#### MEETING OF MEMBERS

Section 1. Annual Meetings. Annual meetings of the Members shall be held as determined by the Board of Directors. The meetings shall be held at the place and hour designated by the Board of Directors.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the president of the Association or by the Board of Directors, or upon written request of 50% of the Members entitled to cast a vote.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the directors of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each Member entitled to vote thereat, 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. Such notice shall specify the place, day, and hour of the meeting, and in the case of special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members or proxies entitled to cast thirty three percent (33%) of all the votes entitled to be cast by the Members of the Association, shall constitute a quorum for any action except as otherwise provided in the Certificate of Formation, the Declaration, or these Bylaws. If, however, such not be present or represented at any meeting, another meeting may be called subject to the same notice and quorum requirements.

Section 5. Proxies. At all meetings of Members, each Member eligible to vote 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 cause upon conveyance by the Member of its Lot.

## ARTICLE IV

### BOARD OF DIRECTORS, SECTION, TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of two (2) directors, who need not to be members of the Association.

Section 2. Term of Office. At the first annual meeting the Members shall elect one director for a term of one year, one director for a term of two years; and at each annual meeting thereafter the Members shall elect one director for a term of two years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a Majority Vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V.

### NOMINATION AND ELECTION OF DIRECTORS

Nomination for election to the Board of Directors shall be made at the annual meeting. Such nomination may be made from among Members or nonmembers.

Elections to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held periodically, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any director, or upon written request of the Members entitled to cast a Majority Vote, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the Members and their guest thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of publish rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Certificate of Formation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribed their duties; and

(f) foreclose, judicially or, to the extent allowed by law, non-judicially, the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(g) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificated setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the insurance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(h) to the extent the Association has available funds, procure and maintain liability insurance and hazard insurance on property owned by the Association;

(i) cause all officers or employees having fiscal responsibilities to be bonded, to the extent as it may deem appropriate; and

(j) establish policies relating to, and shall be responsible for performing or causing to be performed, the following, by the way of explanation, but not limitation:

making and amending rules and regulations and promulgating, implementing and collecting fines for violations of the rules and regulations or the Declaration.

Section 2. Duties. It shall be among the duties of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting for the previous three years;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed; and

(c) are more fully provided in the Declaration, fix and give notice of the amount of the annual assessments against each Lot.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of this Association shall be a President, Vice President, and Secretary/Treasurer, who may at all times be Members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without by the Board. Any officer may resign at any time by given written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The Offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one or any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

**President**

(a) The President shall preside at all meeting of the Board of Directors; shall see that orders and resolution of the Board are carried out; shall sign all lease, mortgages, deed, contracts and other written instructions and shall sign all checks and promissory notes.

**Vice President**

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary/ Treasurer**

(c) The Secretary/Treasurer shall record the vote and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

The Secretary/Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## **ARTICLE IX**

### **COMMITTEES**

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

## **ARTICLE X**

The board, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Certificate of Formation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE XI**

### **ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessment which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law, and the Association, may bring ands action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, cost and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.

**ARTICLE XII**

**CORPORATE SEAL**

The Association shall not have a seal.

**ARTICLE XIII**

**AMENDMENTS**

Section 1. These Bylaws may be amended by the Board of Directors, or by the Members at a regular or special meeting of the Members, by a Majority Vote of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Certificate of Formation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIV.**

**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of each year, except that the first fiscal year begin on the date of incorporation.

The Association may assess fines for violations of the restrictive covenants contained in the Declaration, Bylaws, Rules and Regulations, other than nonpayment or delinquency in assessments, in amounts to be set by the Board of Directors, which fines shall be secured by the continuing assessment lien set out in the Declaration.

IN WITNESS WHEREOF, we being all of the directors of the SHARY TWO CONDOMINIUMS ASSOCIATION, INC., have hereunto set our hands this \_\_\_ day of June, 2008.

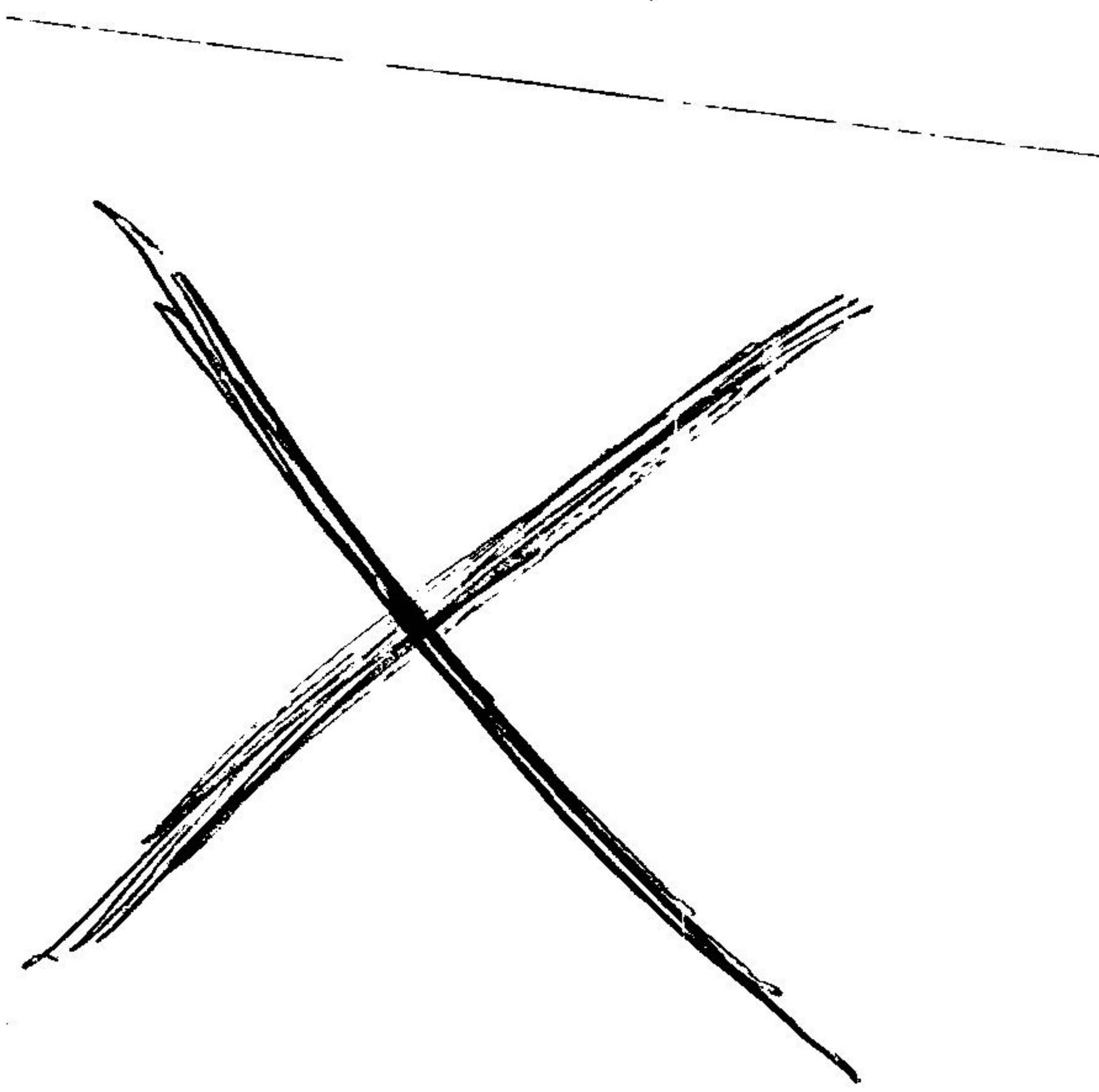
Directors:

\_\_\_\_\_  
Eduardo Cantu

\_\_\_\_\_  
Lilibet Cantu

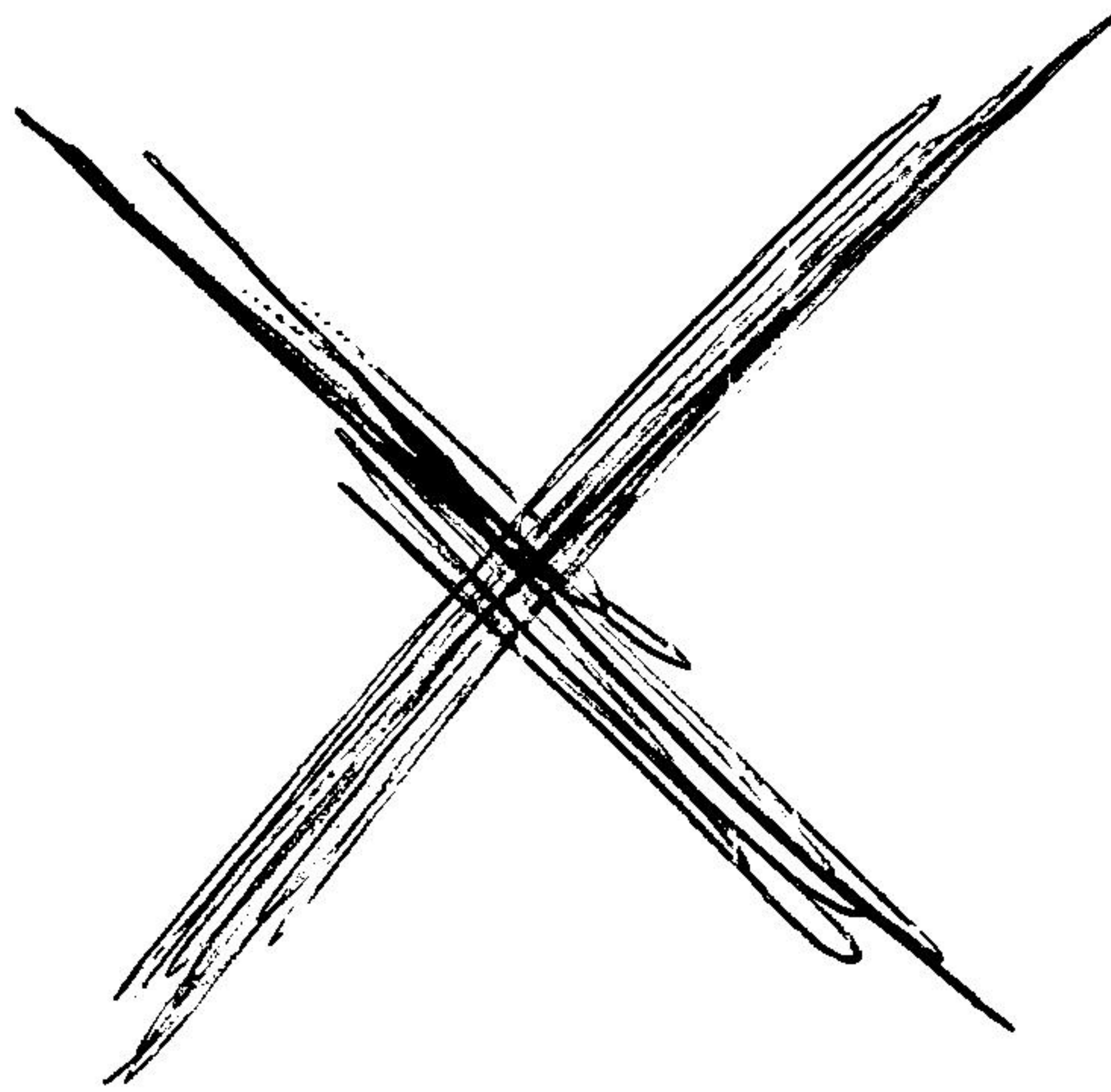
\_\_\_\_\_

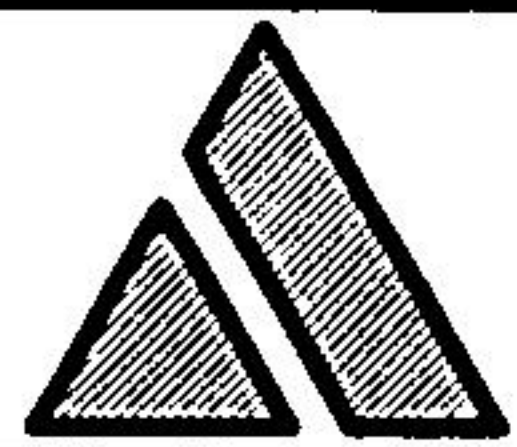
**Exhibit "B"**





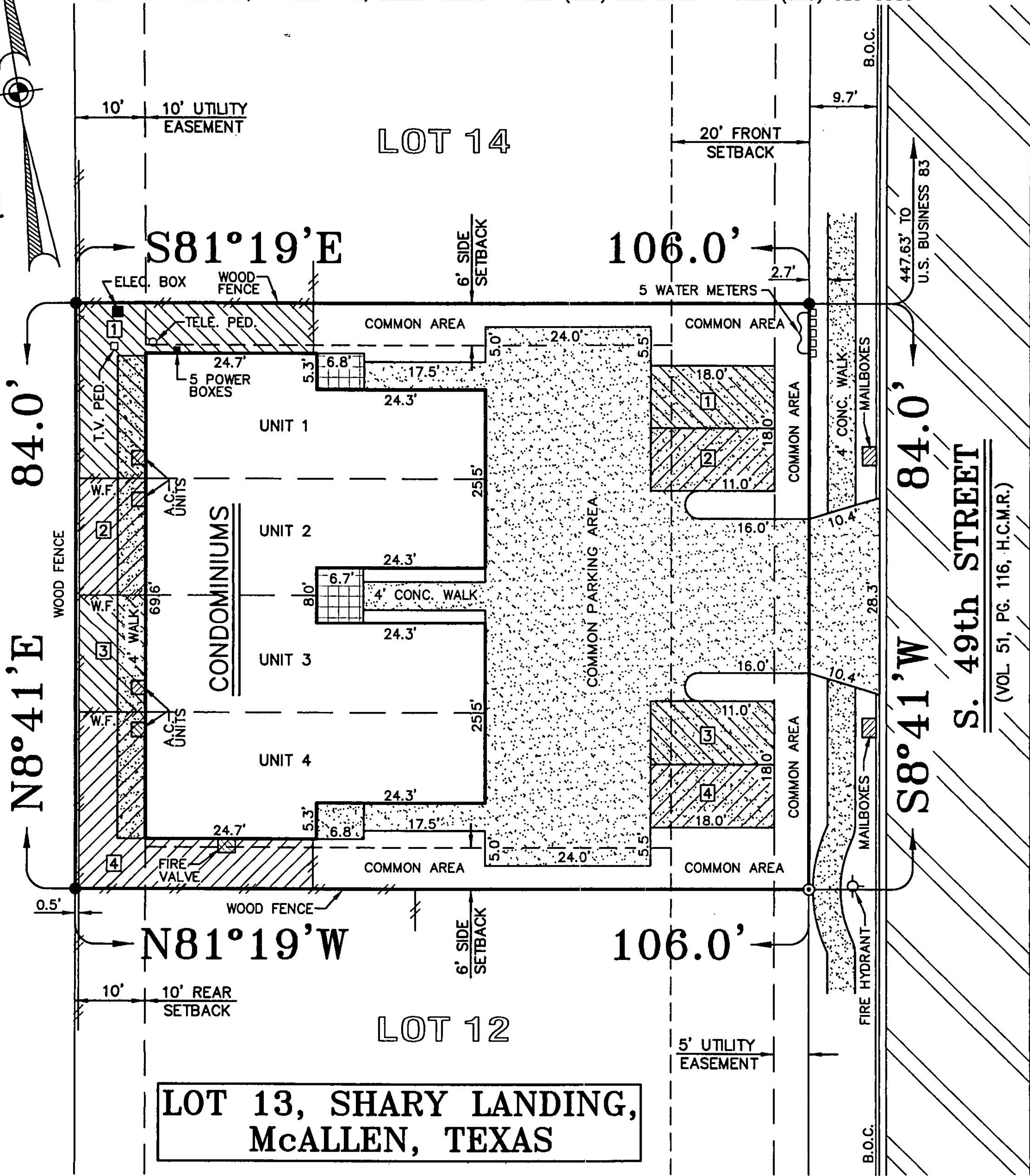
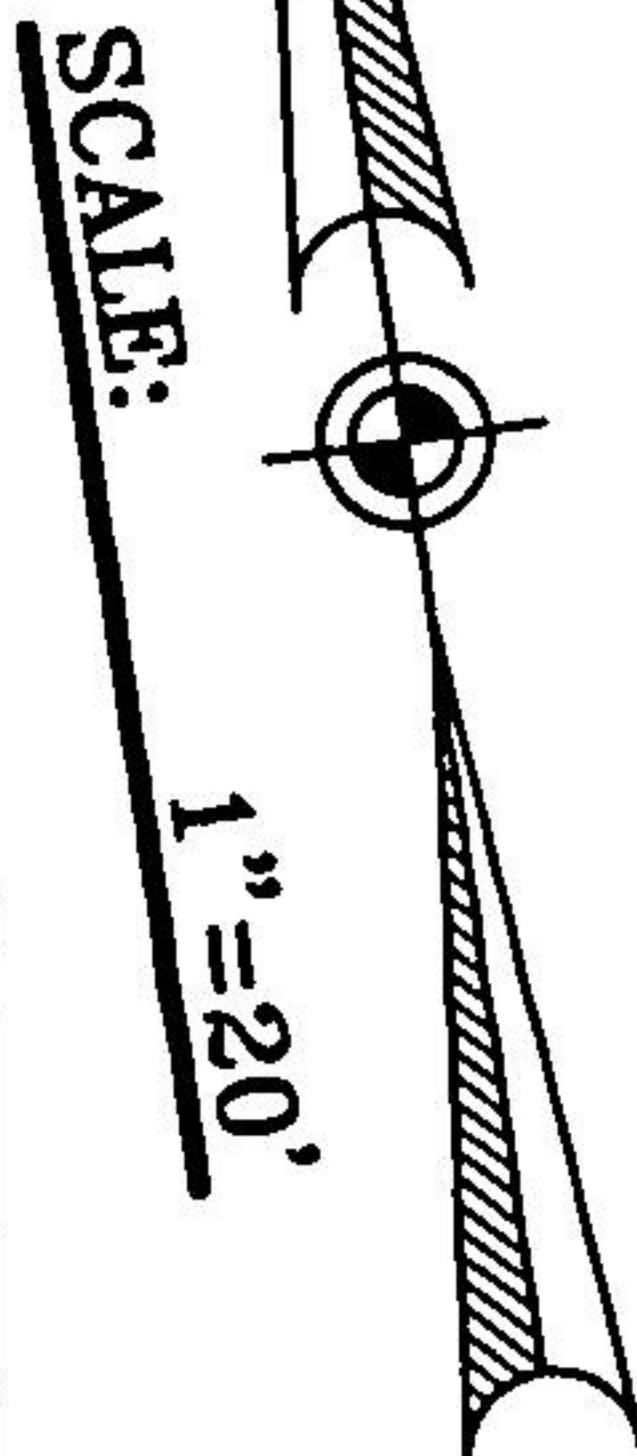
**Exhibit "C"**





# ART SALINAS ENGINEERING & SURVEYING

1524 DOVE AVENUE, McALLEN, TEXAS 78504 PH: (956) 618-5565 FAX: (956) 618-5540



### LEGEND

- ① - LIMITED COMMON AREA TO UNIT 1
- ② - LIMITED COMMON AREA TO UNIT 2
- ③ - LIMITED COMMON AREA TO UNIT 3
- ④ - LIMITED COMMON AREA TO UNIT 4

JOB #: 08-35662  
DATE: 4-18-08

**Exhibit "D"**

Unit Number	Percentage Ownership
1	25%
2	25%
3	25%
4	25%

## Exhibit "E"

- A. Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas on September 29, 2006, under Clerk's File No. 1669093, and amended by instrument filed for record in the Office of the County Clerk of Hidalgo County, Texas, on January 10, 2007, under Clerk's File No. 1708219, and as shown in Restrictions recorded in Volume 51, Page 116, Map Records, Hidalgo County, Texas, but omitting any covenant condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
- B. Rights of Parties in Possession
- C. Agreement dated April 20, 2006 between Central Power and Light Company and Meza and Cantu Development filed for record in the Office of the County Clerk of Hidalgo County, Texas, on July 13, 2006, under Clerk's File No. 1638578.
- D. Five foot (5') utility easement along the front, as per map or plat thereof recorded in Volume 51, Page 116, Map Records of Hidalgo County, Texas.
- E. Ten foot (10') utility easement along the rear, as per map or plat thereof recorded in Volume 51, Page 116, Map Records of Hidalgo County, Texas.
- F. Easements, rights, rules, and regulations in favor of United Irrigation District.
- G. Twenty foot (20') minimum setback line along the front, as per map or plat thereof recorded in Volume 51, Page 116, Map Records of Hidalgo County, Texas.
- H. Six foot (6') minimum setback line along the sides, as per map or plat thereof recorded in Volume 51, Page 116, Map Records of Hidalgo County, Texas.
- I. Ten foot (10') minimum setback line along the rear, as per map or plat thereof recorded in Volume 51, Page 116, Map Records of Hidalgo County, Texas.
- J. Memorandum of Oil and Gas Lease dated September 29, 2005, from Black Stone Minerals Company, L.P., a Delaware partnership to Smith Production, Inc. filed for record in the Office of the County Clerk of Hidalgo County, Texas, on October 26, 2005, under Clerk's File No. 1536449. Title to said Lease not checked subsequent to date of aforesaid instrument.
- K. All oil, gas, and other minerals reserved in Deeds dated November 30, 1964, recorded in Volume 1078, Page 522, Deed Records of Hidalgo County, Texas, and filed for record in the Office of the County Clerk of Hidalgo County, Texas, on April 24, 2002, under Clerk's File No. 1085821. Title to said interest not checked subsequent to the date of aforesaid instrument.
- L. Lien for assessment as set out in Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas on September 29, 2006 under Clerk's File No. 1669093.
- M. Standby fees, taxes and assessments by any taxing authority for the year 2007, and subsequent years.