

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



Instrument Number: 2012-2317032

As
Recording

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RONNIE CANTU INSURANCE AGENCY INC

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TX

User / Station: P Diaz - Cash Superstation 08



**STATE OF TEXAS
COUNTY OF HIDALGO**

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

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

**DECLARATION OF
VIP Estates Commercial Condos**

**ARTICLE I
SUBMISSION; DEFINED TERMS**

Section 1.01. Submission of Real Estate. **RONNIE CANTU CONSTRUCTION, LLC**, a Texas Limited Liability Company (the "Declarant"), owner in fee simple of the real estate described in Section 2.02 located in Hidalgo County, Texas, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of Chapter 82 of the Property Code, known as the Texas Uniform Condominium Act (the "Act").

Declarant intends and desires to establish by this Declaration a plan of ownership for the condominium project. The plan consists of individual ownership of condominium units and other areas. The project shall be divided into no more than two (2) Condominium Units.

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 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, as more particularly set forth herein. The formal name of the Association is VIP COMMERCIAL CONDO ASSOCIATION, INC.

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.

Section 1.02. Defined Terms. 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.

Section 1.03 ARTICLES mean the Certificate of Formation of the Association that are filed in the Office of the Secretary of State of the State of Texas.

Section 1.04 ASSOCIATION means VIP COMMERCIAL CONDO 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.

Section 1.05 BOARD means the Board of Directors of the Association.

Section 1.06 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 E, which is attached and incorporated by reference. Section 1.07 CONDOMINIUM means the separate ownership of single units in a multiple-unit structure or structures with common elements.

Section 1.08 COMMON ELEMENTS mean all elements of the Project except the separately owned Units, and includes both general and limited common elements.

Section 1.09 DECLARANT means **RONNIE CANTU CONSTRUCTION, LLC**, a Texas Limited Liability Company and its successors and assigns.

Section 1.10 DECLARATION means this Declaration document and all that it contains.

Section 1.11 GENERAL COMMON ELEMENTS mean all the Common Elements except the Limited Common Elements.

Section 1.12 GOVERNING INSTRUMENTS mean the Declaration, and the Articles of Incorporation and Bylaws of the Association.

Section 1.13 LIMITED COMMON ELEMENTS means the Limited Common Elements as defined in the Act and as described in section 5 hereof.

Section 1.14 MANAGER means the person or corporation, if any, appointed by the Board to manage the Project.

Section 1.15 OWNER(S) means any person that owns a Unit within the Project.

Section 1.16 PERSON means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination of persons or entities.

Section 1.17 PROJECT means the entire parcel or the Property describe in Section 2.02, 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 two (2) Units.

Section 1.18 RULES mean and refer to the Rules and Regulations for the Project adopted by the Board pursuant to this Declarant.

Section 1.19 UNIT means a physical portion of the condominium designated by Exhibits B and C for separate ownership and occupancy.

ARTICLE II
NAMES; DESCRIPTION OF REAL ESTATE

Section 2.01. Names.

(a) Condominium. The name of the Condominium is **VIP Estates Commercial Condos.**

(b) Association. The name of the Association is VIP COMMERCIAL CONDO ASSOCIATION, INC.

Section 2.02. Real Estate. The Condominium is located on Lot C1, V.I.P. ESTATES, an addition to the City of Pharr, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 43, Page 102, Map Records, Hidalgo County, Texas. The real estate of the Condominium is described more fully in Exhibit "A".

ARTICLE III
THE ASSOCIATION

Section 3.01. Authority. The business affairs of the Condominium shall be managed by the Association, acting through its board of directors. The Association shall be governed by its bylaws, as amended from time to time.

Section 3.02. Powers.

(a) The Association shall have all the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominium.

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

Section 3.03. Declarant Control. The Declarant shall have all the powers reserved in Section 82.103 (c) of the Act to appoint and remove officers and members of the Board.

ARTICLE IV
UNITS

Section 4.01. Number of Units. The number of Units in the Condominium are up to four. There are currently two units, Unit "A", and Unit "B".

Section 4.02. Identification of Units. The identification number of each Unit is shown on the Plats or Plans or both.

Section 4.03. Units Boundaries. The two Units have three independent walls and share a dividing wall in the middle of the building as described in Exhibit "B". The boundaries of each Unit are as shown on the Plats and Plans described in Exhibit "B" and "C".

Section 4.04. Subdivision of Units. Upon approval by the Board, a Unit may be converted or subdivided into two or more Units if the Owner of the Unit to be subdivided and or converted shall submit to the Board such application as shall be reasonably required, however, compliance with Section 82.006 and 82.063 of the Act is mandatory.

ARTICLE V
LIMITED COMMON ELEMENTS

Section 5.01. Limited Common Elements. There are no limited common areas.

Section 5.02. Allocation of Reserved 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. The Declarant may assign such Common Elements as Limited Common Elements 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 the deed to the Unit to which such Limited Common Element storage 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, the right of allocation pursuant to this Sections shall pass from the Declarant to the Board and the Declarant may not thereafter exercise any such right.

Section 5.03. Allocation of Specified Common Elements. The Board may designate parts of the Common Elements from time to time for use by less than all of the Unit owners or by non-owners for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board. Any such designation by the Board shall not be a sale or disposition of such portions of the Common Elements.

Section 5.04 Parking Area. The parking area is common to both Units. The parking lot maintenance and its use is by the bylaws and certificate of formation for the The Owners of Unit A and B are equally responsible for maintaining the parking lot and

all common and green areas on the Property. Such maintenance will be shared equally between the unit owners and via VIP COMMERCIAL CONDO ASSOCIATION, INC.

ARTICLE VI **ALLOCATED INTERESTS AND ASSESSMENTS**

Section 6.01 Covenant to Pay. 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 Declarant. 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.

Section 6.02 Regular Assessments. 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.

Section 6.03 Special Assessments. 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.

Section 6.04 Maximum Assessment. 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 fifty (50%) percent greater than the regular annual assessment for the preceding year, or levy special assessments that in the aggregate exceed twenty (20%) 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.

Section 6.05 Commencement of Assessments. Regular assessments shall commence on the date of closing of the first sale of a Unit in the Project.

Section 6.06 Debt. 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.

Section 6.07 Unpaid Assessment. 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 6.02 and 6.03 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.

Section 6.08 Lien. 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.

Section 6.09 Collection. 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 VII **RESTRICTIONS ON USE, ALIENATION, AND OCCUPANCY**

Section 7.01. Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved by the Declarant, the following use restrictions apply to all Units and to the Common Elements:

All Condominiums shall be used only as: an insurance agency, real estate sales office, therapy clinic, restaurant, retail store, a spa, beauty salon, catering business, flower shop or other businesses related to events that may be held in a ballroom. The Condominiums may also be used for professional (medical, dental, accounting, legal, insurance, and other similar professions) offices, laboratories and related and supporting clinical and health care services and/or for executive offices services and any uses incident or related thereto. No Condominium shall be used for residential purposes, nor shall any abortion clinics or drug or alcohol care units be permitted at any time in the Condominium Project. Since the Condominium Project is to be utilized basically as a professional and executive office complex, the agents, servants and employees of each Owner, as well as the licensees, customers, patients, concessionaires, tenants, business invitees, designees and assignees of each Owner, shall have a non-exclusive license to utilize the parking areas, streets, driveways, aisles, sidewalks, common service and rest areas, and similar facilities composing the Common Elements (exclusive of the Limited Common Elements), and parking facilities, from time to time but subject to the provisions of the Act, this Declaration, the By-Laws, and all Rules and Regulations of the Association promulgated pursuant thereto.

(a) Definition of terms (as used hereinabove) "an abortion clinic" is defined as one that advertises and/or publicizes by media and/or medium of communication that it performs abortions or whose percentage of medical practice using life terminating procedures exceeds one (1%) percent 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 whose percentage of medical practice using the aforesaid care, therapy and/or consultation exceeds fifteen (15%) percent of its total medical practice.

Section 7.02. Modification. 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 or screen doors, 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 signs, without the written approval of the Board of Directors. The Board of Directors shall not approve any alterations, decorations or modifications which

would jeopardize or impair the soundness, safety or appearance of the Condominium Project. No Owner may erect any awnings, screening or other similar facilities on or outside, or otherwise enclose, any balcony or patio which is appurtenant to a Condominium. No Owner shall replace any exterior sign nor any exterior door to his Condominium without the prior approval of the Board of Directors as to the type and color of such sign and/or door. 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 unit owners promptly upon completion of the promotional event.

Section 7.03. Lease of Condominium. No Owner shall lease a Condominium Unit other than on a written form of lease requiring the lessee to comply with the Declaration, the By-Laws and the Rules of the Association, and providing that failure to comply constitutes a default under the lease. The Board of Directors may provide a suggested standard form lease for use by Owners. Each Owner of a Condominium Unit shall, promptly, following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. The foregoing provisions of this Paragraph shall not apply to Declarant, or to a mortgagee in possession of a Condominium Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure. No lease may be for less than sixty (60) days.

ARTICLE VIII **EASEMENT AND LICENSES**

Section 8.01. Recording Data. All easements and licenses to which the Condominium is presently subject are recited in Exhibit "A". In addition, the Condominium may be subject to other easements or licenses granted by the Declarant pursuant to Section 7.01 in this Declaration.

ARTICLE IX **AMENDMENT OF DECLARATION**

Section 9.01. Permitted Methods. In addition to the methods permitted by Section 82.067(a) of the Act, an amendment to this declaration may be adopted:

A vote of fifty-one (51%) percent of all Unit owners since this is a non-residential condominium development.

ARTICLE X
PLAT OR PLAN

Section 10.01. Plat or Plans. A project plan and unit plans are attached to this Declaration as Exhibits "B" & "C".

ARTICLE XI
RECONSTRUCTION AFTER LOSS

Section 11.01. Obligation to Rebuild. In the event of a casualty to the Condominium, the Association shall rebuild or repair according to Section 82.111(i) of the Act.

ARTICLE XII
SPECIAL DECLARATION RIGHTS AND DEVELOPMENT RIGHTS

Section 12.01. Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

- (i) the right to complete or make improvements indicated on the Plats and Plans.
- (i) the right to maintain sales offices, management offices, leasing offices, and models in Units or on the Common Elements, but limited only to a maximum of 1 unit or an independent portable building while the Declarant still owns at least one (1) unit in the project;
- (iii) the right to maintain signs on the Condominium to advertise the Condominium/Condominiums;
- (iv) 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 and this declaration;
- (v) the right to appoint or remove any officer to the Association or any director during the Declarant Control Period consistent with the Act.
- (vi) the right to make structural modifications or alterations to a condominium or to any of the common elements during the "Declarant Control Period."

Section 12.02 Limitation on Special Declarant Rights. 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.

Section 12.03. Development Rights. The Declarant reserves the following development rights: Declarant reserves the right to subdivide or convert a unit previously created into additional units but shall comply with Section 82.060(c) of the Act.

ARTICLE XII
INTEREST RATE

Section 13.01. Interest on Delinquent Assessments. In the event of default in the payment of any monetary obligation to the Association, an owner shall be obligated to pay interest on the principal amount, from the due date, at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law.

Section 13.02. Default Interest Rate. If the Board shall refuse or fail, from time to time, to determine a rate of interest, the rate of interest shall be eighteen (18) percent per annum, unless such amount exceeds the maximum permitted by law, and in such event it shall be the maximum permitted by law.

EXECUTED by the Declarant, this 1st day of June, 2012.

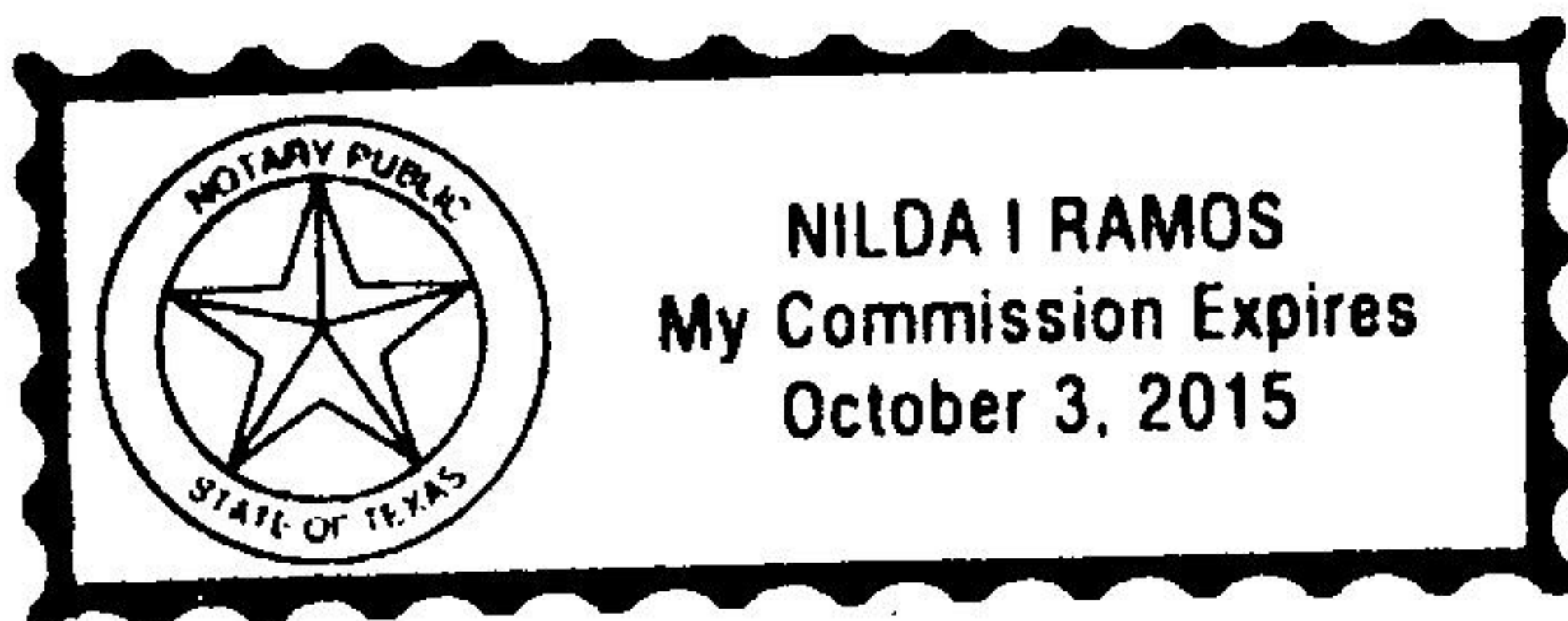
RONNIE CANTU CONSTRUCTION, LLC,
a Texas Limited Liability Company

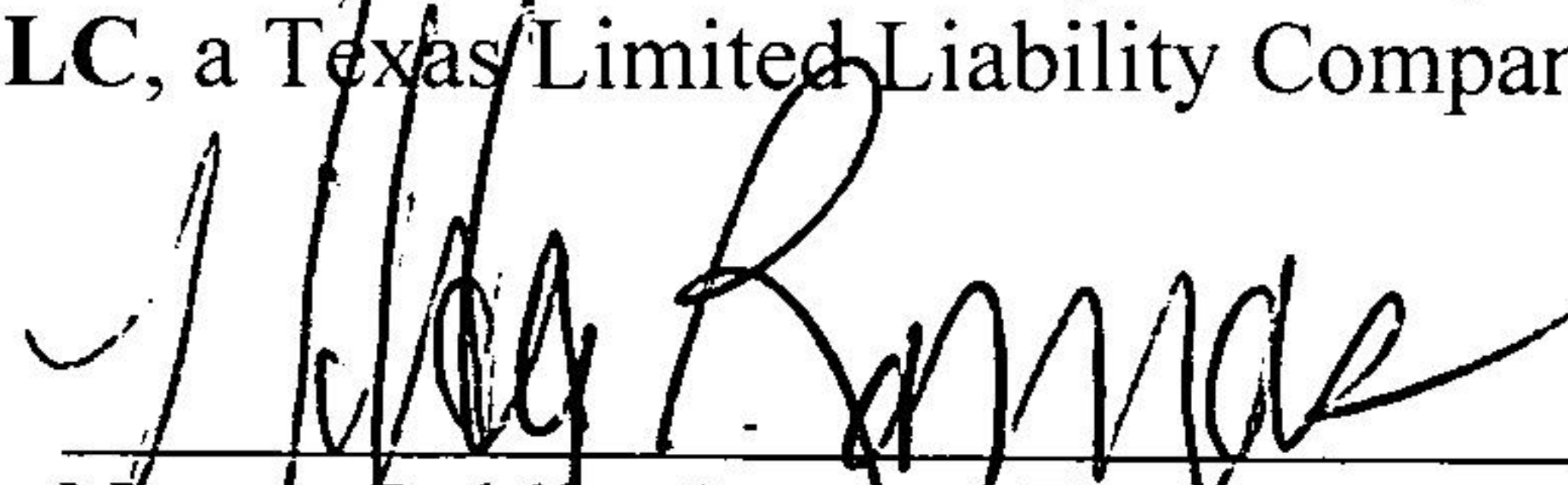
By: 
RONALDO CANTU, MEMBER

(Acknowledgment)

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 11th day of June, 2012, by **RONNIE CANTU CONSTRUCTION, LLC**, a Texas Limited Liability Company.




Notary Public, State of Texas

LONE NATIONAL BANK

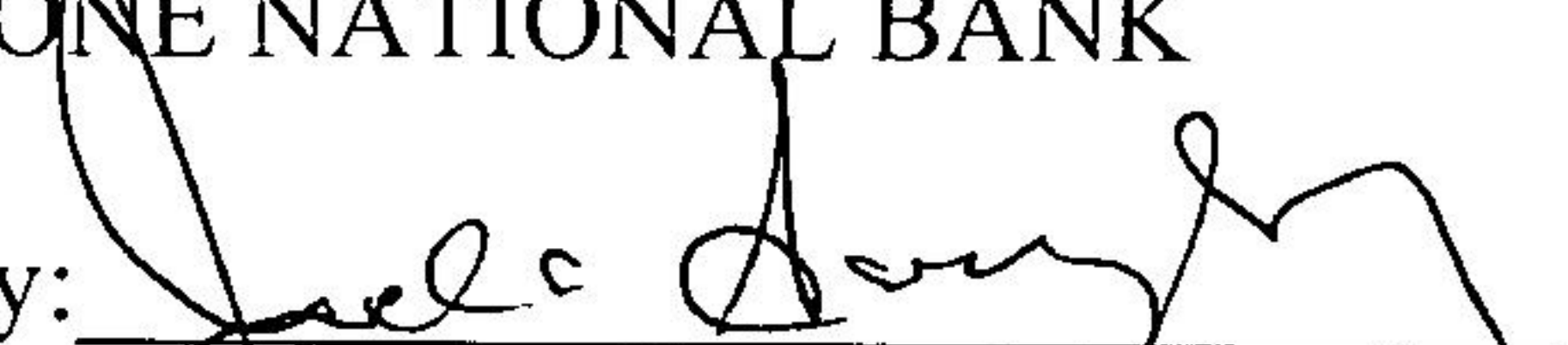
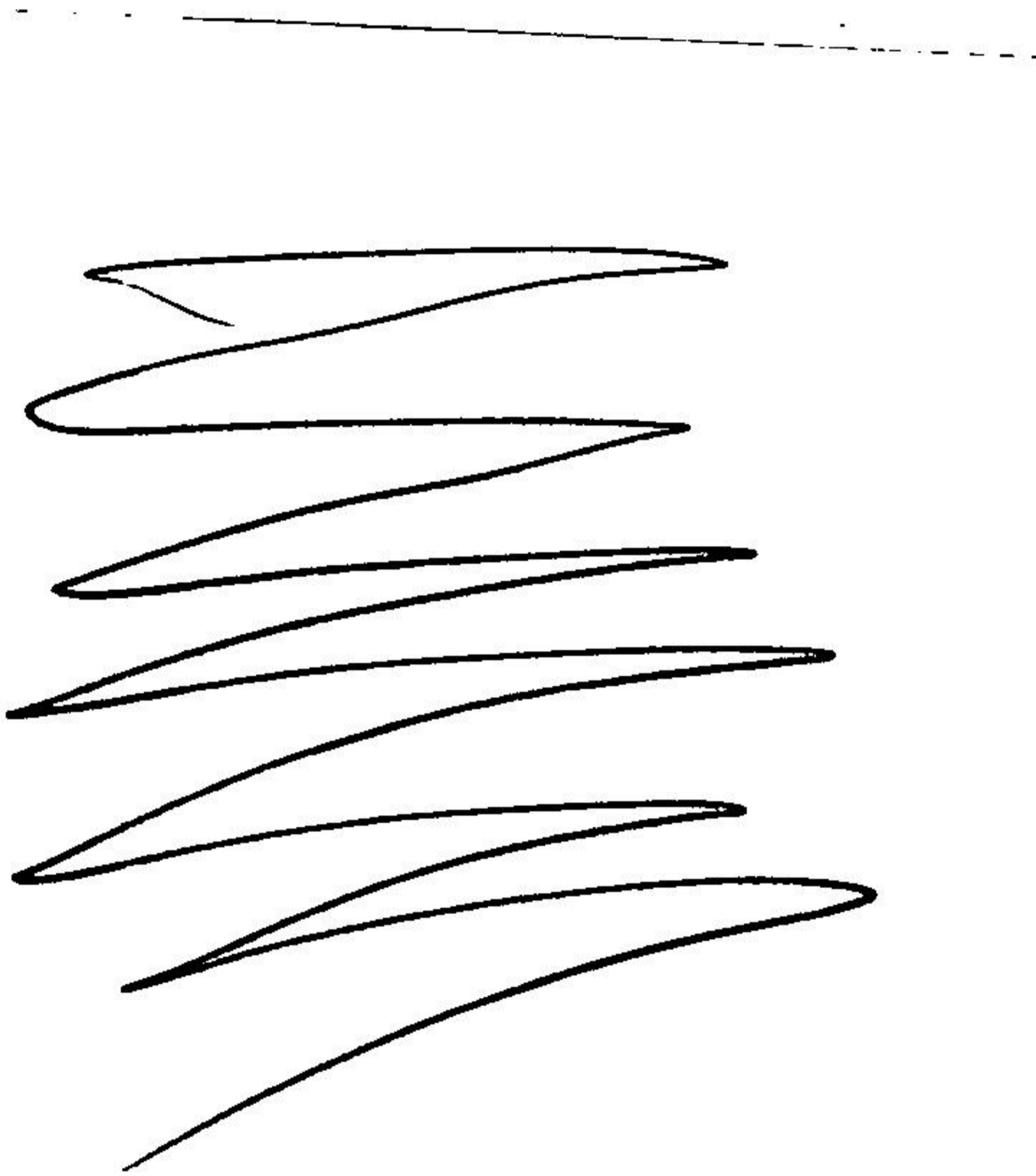
By: 
Printed Name: Joel Gonzalez
Title: Senior Vice President

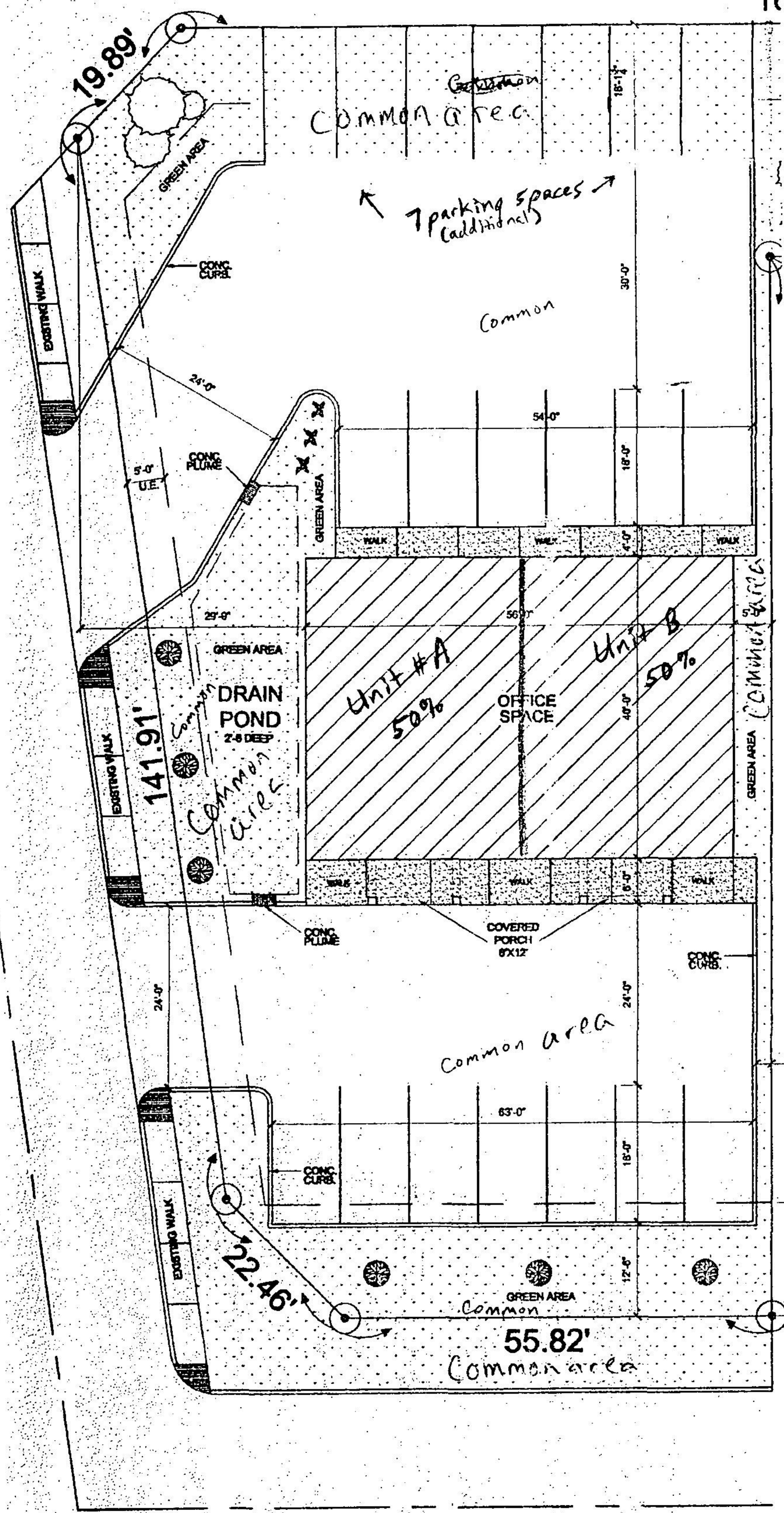
Exhibit "A"
Reservations and Exceptions

1. Subject to all mineral reservations, if any, of record.
2. Subject to all oil and gas leases, if any, of record.
3. Subject to all easements and building restrictions and conditions, of any, of record.
4. Subject to all easements, rules, regulations and rights in favor of a water improvement district, if any, of record.
5. Subject to all visible easements, if any, of record.
6. Subject to 2012 taxes ad subsequent years.

Exhibit "B"
Plat

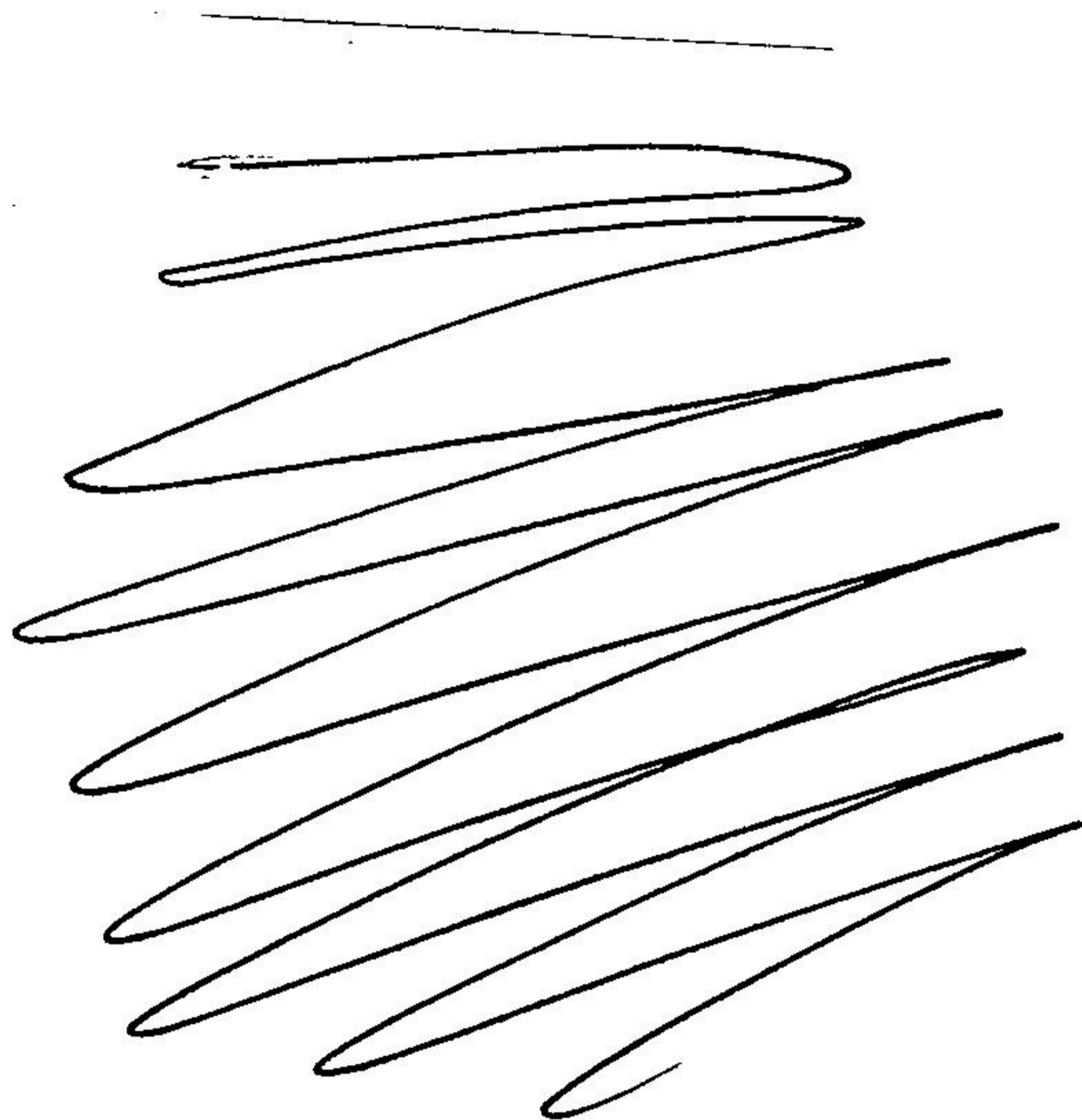


ERICA STREET



F.M. 495 (FERGUSEN ROAD)

Exhibit "C"
Plan



NOTE:
ACNEA
LOCATE
BY PHOTO
AS REC
RECC)

Unit "B"

Unit "A"

Unit "B"

FRONT ELEVATION
(SCALE 1/4" = 1'-0")

Unit "A"

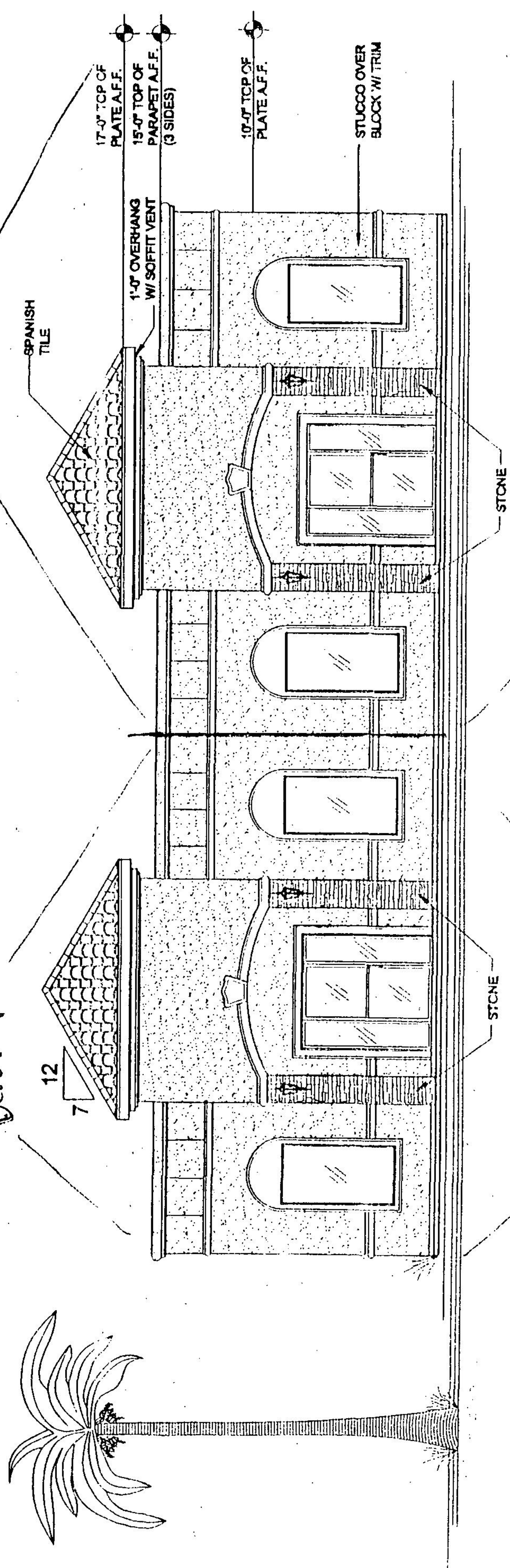
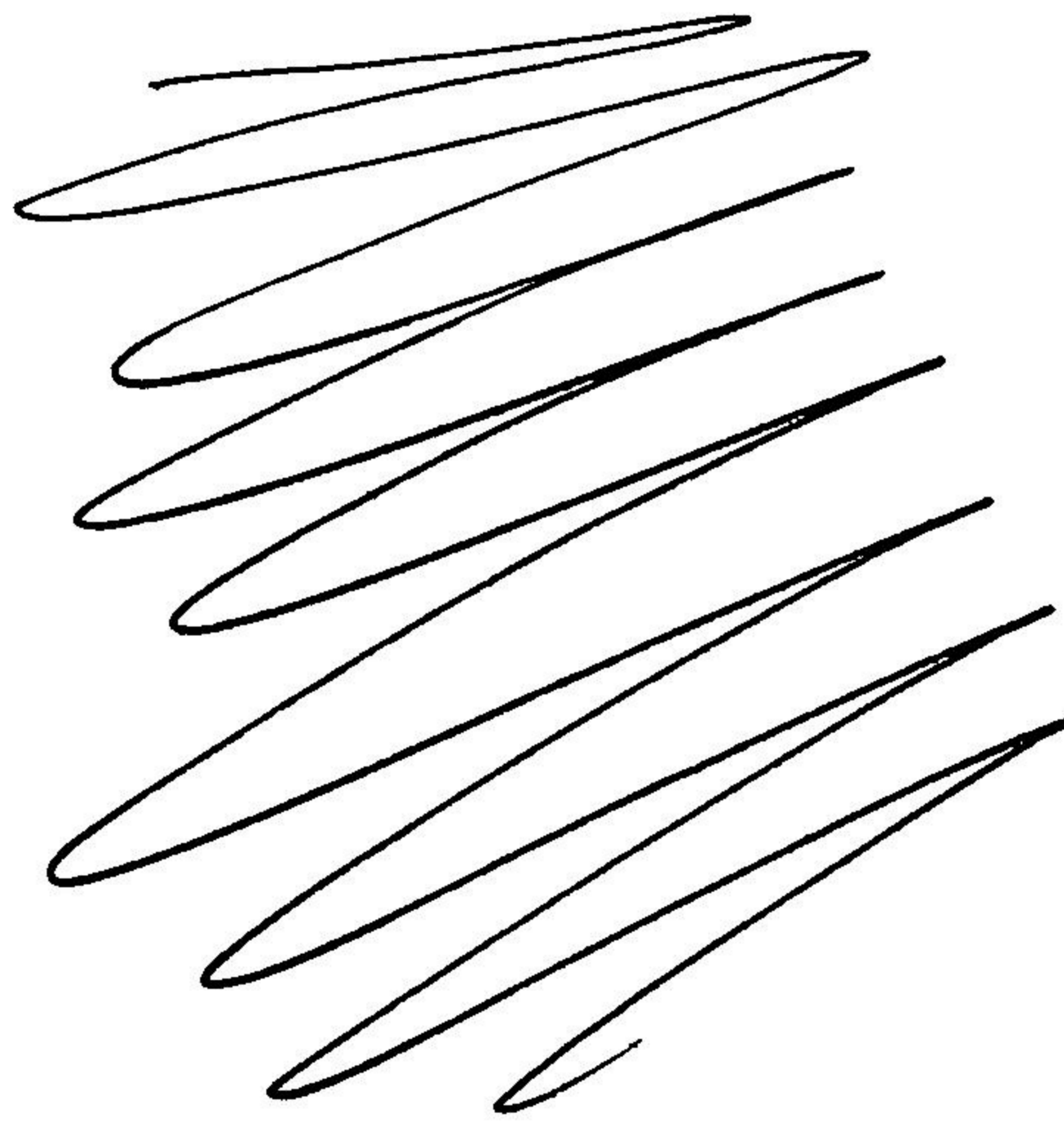


Exhibit "D"

Suite/Unit Number	Percentage Ownership
A	50%
B	50%

Exhibit "E"
Bylaws



**BYLAWS OF VIP COMMERCIAL CONDO ASSOCIATION, INC.
A TEXAS NONPROFIT CORPORATION**

ARTICLE I.

NAME AND LOCATION

The name of the corporation is VIP COMMERCIAL CONDO 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 VIP COMMERCIAL CONDO 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 Ronnie Cantu Construction, LLC., their successors and assigns, in its capacity as the developer of the Project.

5. **"Declaration"** shall and mean refer to that certain shall and mean refer to that certain CONDOMINIUM DECLARATION OF **VIP Estates Commercial Condos** to be recorded on or about June 2012, 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 in 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 direction 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) as 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 cheeks 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 31st 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 VIP COMMERCIAL CONDO ASSOCIATION, INC., have hereunto set our hands this 12th day of June, 2012.

Directors:



Eduardo Cantu


Ronaldo Cantu


Carina Cantu