

**CONDOMINIUM DECLARATION
OF
THE MAPLES AT SHILOH
a Condominium**

Signed: AC
BY DEPUTY
MARGIE RAMIREZ IBARRA
COUNTY CLERK
Fees \$112.00

WHEREAS, ENRIQUE ARCE, INC, a Texas Corporation, hereinafter called "Declarant", is the owner of all that certain real property, including the land, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto, located in the City of Laredo, County of Webb, State of Texas, to be a residential condominium project called the "The Maples at Shiloh, a Condominium", more particularly described as follows:

The Surface Only in and to Lot 3, Block 10, in the Crown Ridge Subdivision, Phase I, a subdivision in Laredo, Webb County, Texas, as per Plat of record in Vol. 14, Pages 72-73 of the Webb County Plat Records, (sometimes hereafter referred to as the "Real Property").

WHEREAS, Declarant hereby submits the Real Property to the condominium form of unit ownership as established by the Uniform Condominium Act, Section 82.001 *et seq.* of the Texas Property Code (sometimes hereafter referred to as the "Act").

WHEREAS, said property, subject to the provisions hereof, shall constitute a condominium project within the meaning of the Act.

WHEREAS, it is the intention and desire of Declarant to herein establish a plan of ownership for the condominium project, hereinafter called "Condominium", said plan to consist of individual ownership of Units and co-ownership of the remaining property, referred to hereinafter as the "Common Elements", as more particularly depicted thereon and as defined herein; provided that, as hereafter set forth, Declarant shall have, and reserves to itself, the Development Rights, as defined herein. The Condominium, consisting of 2 buildings containing a total of 22 Units, and located on the Real Property, is more particularly described in Exhibits "A" and "B", which collectively show and describe the location and dimensions of each Unit, attached hereto and incorporated herein by reference.

WHEREAS, the Real Property is subject to the Encumbrances set forth in the attached Exhibit "C".

WHEREAS, it is Declarant's intention to impose on said Condominium mutually beneficial restrictions for the benefit of all Units and the owners thereof.

NOW, THEREFORE, Declarant hereby declares that the Real Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into Units, and all of which are established and agreed on for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Condominium and every part thereof. All of the covenants,

conditions, and restrictions shall run with the Real Property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall be for the benefit of each Unit Owner of said Condominium or any interest therein and shall inure to the benefit of and be binding on each successor in interest of the Unit Owners thereof.

ARTICLE 1 DEFINITIONS

Unit Owners

1.01 “Unit Owners” shall mean each person owning a Unit within the Condominium.

Association

1.02 “Association” shall mean THE MAPLES AT SHILOH OWNERS' ASSOCIATION, a profit or non-profit corporation to be organized and created by Declarant as required by the Act for the management of the Condominium, the membership of which consists of all the Unit Owners within the Condominium.

Co-Owner

1.03 “Co-Owners” shall mean any two or more persons, firms, corporations, partnerships, associations, trusts, or other legal entities, or any combination thereof, who or which together own a unit or Units within the Condominium.

Person

1.04 “Person” shall mean an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

Rules

1.05 “Rules” shall mean and refer to the Rules and Regulations for the Condominium adopted by the Association pursuant to Paragraph 3.05(b) of this Declaration.

Board

1.06 “Board” shall mean the Board of Directors of the Association.

Bylaws

1.07 “Bylaws” shall mean the Bylaws of the Association and amendments thereto which are or shall be adopted by the Board.

Condominium

1.08 “Condominium” shall mean the entire parcel or real property described on page 1 hereof, including the land, all improvements and structures thereto, which is divided or is to be divided into Units to be owned and operated as a Condominium.

Unit

1.09 “Unit” shall mean a physical portion of the Condominium designated for separate ownership or occupancy, having boundaries as specified herein.

Unit Boundaries

1.10 **"Unit Boundaries"** shall mean the enclosed space consisting of one or more rooms within each Unit occupying all or part of a floor in a building of one or more floors having a direct exit to a thoroughfare or to a given common space leading to a thoroughfare and bounded by the interior surfaces of the walls, floor and ceiling of the Unit, as well as the exterior surfaces of balconies and terraces, if any.

Common Elements

1.11 **"Common Elements"** shall mean all elements of the Condominium which are subject to the allocated interests pertaining to each Unit; that is, the entire Condominium except the separately owned Units.

Limited Common Elements

1.12 **"Limited Common Elements"** shall mean the common elements reserved for the use of a certain number of Units to the exclusion of the other Units, as shown on the attached Exhibit "A", if any.

General Common Elements

1.13 **"General Common Elements"** shall mean all the Common Elements except the Limited Common Elements.

Declarant

1.14 **"Declarant"** shall mean ENRIQUE ARCE, INC., a Texas Corporation, and its successors and assigns.

Declaration

1.15 **"Declaration"** shall mean this Declaration, and all Amendments thereto.

Governing Instruments

1.16 **"Governing Instruments"** shall mean the Declaration for the Condominium, any amendments thereto and the Articles and the Bylaws of the Association.

Manager

1.17 **"Manager"** shall mean the person or corporation, if any, appointed by the Board to manage the Condominium.

Development Rights of Declarant

1.18 **"Development Rights,"** as reserved by Declarant, shall have the same meaning as provided in the Act, and include without limitation, the right of Declarant to create or construct additional Units, Common Elements and Limited Common Elements within the Condominium, the right to withdraw portions of the real property and Common Elements from the Condominium, the right to subdivide any and all Units, and the right to add real property into the Condominium.

Special Declarant Rights

1.19 "Special Declarant Rights" shall have the same meaning as provided in the Act, including the right to maintain sales, management and leasing offices in the Condominium and the right to maintain signs advertising the Condominium and models within the Condominium.

Allocated Interests

1.20 "Allocated Interests" shall mean the undivided interest in the Common Elements and the common expense liability allocated to each Unit as specified in Exhibit "B" hereto, and the number of votes allocated to each Unit under the terms hereof. The formula used to establish the Allocated Interest pertaining to each Unit is, and at all time shall be: the area contained within the Unit divided by the total area contained within all of the Units within the Condominium. In case of any discrepancies between the allocated interests as shown on Exhibit "A" and Exhibit "B", the allocated interests on Exhibit "B" shall control.

ARTICLE 2 THE PROPERTY

Property Subject to Declaration

2.01 The real property subject to this Declaration is the real property described on page 1 of this Declaration, including the land, all improvements and structures now or hereafter placed thereon, and all easements, rights, and appurtenances belonging thereto, shall be subject to this Declaration.

Exclusive Ownership and Possession

2.02 Each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit. Any Unit may be jointly or commonly owned by more than one person. The boundaries of the Unit shall be and are the interior surfaces of the perimeter walls, floors, ceilings, and the exterior surfaces of balconies and terraces, if any. A Unit Owner shall not be deemed to own the utilities running through his Unit which are utilized for, or serve more than one Unit, except as tenant in common with the other Unit Owners. A Unit 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 his Unit.

Restriction on Use

2.03 The Condominium and all Units are restricted to residential use, as further described in Section 5.01(a) herein.

Common Elements

2.04 Each Unit Owner shall be entitled to the Allocated Interest in the Common Elements in the percentages expressed in Exhibit "B" hereto. The Allocated Interest of each Unit Owner in the Common Elements, as expressed in Exhibit "B", shall have a permanent character and shall not be altered without the consent of all Unit Owners, expressed in an amended Declaration duly recorded, which Amended Condominium Declaration(s) shall amend the Exhibits hereto in order to correctly reflect the new Allocated Interests of each Unit Owner appurtenant to his Unit. The Allocated Interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit

even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Unit Owner may use the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching on the lawful rights of the other Unit Owners.

Limited Common Elements

2.05 The Common Elements designated as Limited Common Elements herein, if any, are reserved for the exclusive use of the Unit Owners of the Units to which they are appurtenant.

Partition of Common Elements

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

Nonexclusive Easements

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

Other Easements

2.08 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, and each Unit Owner, in accepting his deed to the Unit, expressly consents to such easements. No such easement can be granted, however, if it would interfere with any exclusive easement, or with any Unit Owner's use, occupancy, or enjoyment of his Unit. The real property covered hereby, and the rights of each Unit Owner, shall be subject to all easements reflected on all Exhibits hereto and to all of the drainage, utility and other easements shown on, or referred to, on the above referred to subdivision Plats.

Easements for Maintenance of Encroachments

2.09 None of the rights and obligations of the Unit Owners created herein, or by the deeds granting the Units, shall be altered in any way by encroachments due to settlement or shifting of structures of 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 valid easements for encroachments be created in favor of any Unit Owner if said encroachment occurred due to the willful conduct of said Unit Owner.

**ARTICLE 3
UNIT OWNERS' ASSOCIATION**

Association

3.01 The Unit Owners' Association is charged with the duties and invested with the powers prescribed by the Act and set forth herein.

Membership

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

Voting Rights

3.03 Voting shall be on a percentage basis. The Unit Owner of each Unit is entitled to a percentage of the total vote equal to the Allocated Interest of the Unit as specified in Exhibit "B" hereto. If a Unit has more than one Co-Owner, the aggregate vote of the Co-Owners of the Unit may not exceed the percentage of the total vote assigned to the Unit.

Membership Meetings

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

General Powers and Authority

3.05 The Association shall have all the powers of a corporation including those provided for in the Act, subject only to the limitations contained in the Act, this Declaration and in the other Governing Instruments. The Association may perform all acts which may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by the Act, this Declaration and the other Governing Instruments. The powers of the Association shall include, but are not limited to, the following:

- (a) The power to establish, fix, and levy assessments against the Unit Owners in accordance with the procedures set forth in Article 4 of this Declaration and subject to the limitations therein.
- (b) The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located thereon, 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 either in its own name and on its own behalf of any consenting Unit Owner.
- (d) The right to discipline Members for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights, privileges for use of the Common Elements, or by imposition of monetary penalties, subject to the following limitations:
 - (i) The accused Member must be given an opportunity to be heard with respect to the alleged violation.

- (ii) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Member's violation.
 - (e) The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.
 - (f) The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as is practicable, and any damage caused thereby shall be repaired by the Association at its own expense.
 - (g) All other powers and rights provided for or permitted in the Act.
- 3.06 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 thereon. Such duty shall include, but shall not be limited to exterior painting, maintenance, repair, and landscaping of the Common Elements, and such 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 for the full insurable replacement value of the Units and Common Elements payable as provided in Article 6 herein, 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 and the Unit Owners and/or Association against any liability to the public or to the Unit Owners, their tenants and invitees, incident to the ownership and/or use of the Condominium, and including the personal liability exposure of the Unit Owners. Limits of liability for combined single limit for bodily injury and property damage shall be determined by the board. Such limits and coverage shall be reviewed at least annually by the Board and increased in its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement where 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) Workers' compensation insurance to the extent necessary to comply with any applicable laws;
 - (v) The services of such personnel as the Board shall determine to be necessary or proper for the operation of the Common Elements;
 - (vi) Legal and accounting services necessary or proper in the operation of the Common Elements or the enforcement of this Declaration;

- (vii) Payment of ad valorem and other taxes assessed against property of the Association.
- (c) Preparation and distribution, on a regular basis, of financial statements to the Members in accordance with the following:
 - (i) A pro forma operating statement for each fiscal year shall be distributed not less than sixty (60) days before the beginning of the fiscal year.
 - (ii) A balance sheet, as of an accounting date which is the last day of the month closest in time to six (6) months from the date of closing of the first sale of a unit in the Condominium, and an operating statement for the period from the date of the first closing to the said 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 number of the Condominium Units and the names of the persons assessed.
 - (iii) A balance sheet, as of the last day of the Association's fiscal year and an operating statement for said fiscal year shall be distributed within ninety (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 Condominium 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 Condominium.
 - (ii) Minutes of proceedings of Members, Board of Directors, and Committees having any authority of the Board of Directors.
 - (iii) Records of the names and addresses of all Members with voting rights.
- (e) Arrangement for an annual independent audit of all books and records of the Association.

Declarant Control Period

3.07 There shall be a Declarant Control Period, as provided for in the Act, and during which, Declarant may appoint and remove the officers and members of the Board.

Board of Directors

3.08 The affairs of the Association shall be managed, and its duties and obligations performed, by an elected 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.

Powers and Duties of the Board of Directors

3.09 The Board's powers and duties shall include, but shall not be limited to, all of the powers specified in the Act, and the following:

- (a) Enforcement of the applicable provisions of this Declaration, any Amendments thereto, the Articles and the Bylaws, and any Rules of the Association.
- (b) Payment of taxes and assessments which are, or could become, a lien on the Common Elements or a portion thereof.

- (c) Contracting for casualty, liability, and other insurance on behalf of the Association.
- (d) Contracting for goods and services for the Common Elements, facilities, and interests of the Association.
- (e) Delegation of its powers to such committees, officers, or employees of the Association as are expressly authorized by the Governing Instruments.
- (f) Preparation of budgets and financial statements for the Association as prescribed in the Governing Instruments.
- (g) Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Association.
- (h) Initiation and execution of disciplinary proceedings against Members of the Association for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.
- (i) Entering any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Element or the Unit Owners in the aggregate.

Limitations on Powers of Board of Directors

3.10 Notwithstanding the powers set forth in Paragraph 3.08, above, 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 Members:

- (a) Entering into a contract with a third person wherein the third person will furnish goods or services for a term longer than one (1) year, except for a management contract approved by the Federal Housing Administration or Veterans' Administration; a contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; or prepaid casualty and/or liability insurance of 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 FIFTEEN THOUSAND AND NO/100THS DOLLARS (\$15,000.00) 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 TWO THOUSAND AND NO/100THS DOLLARS (\$2,000.00).
- (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 on the business of the Association.

Indemnity

3.11 Unit Owners and the Association indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant or agent of the Association or other Committee appointed by the Board, or the Board, against all claims and liabilities, including such

person's negligence, in whole or in part, or strict liability and expenses including attorney's fees reasonably incurred by such person in connection with such action, suit or proceeding, if it is found and determined by the Board or a court that such person (a) acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association, or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that such person did not act in good faith or in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association, or the Board, against any liability asserted against such person or incurred by such person in any such capacity, or arising out of such person's status as such.

Security Policies

3.12 Neither Declarant nor the Association promises, warrants, or guaranties the safety or security of Owners, occupants, tenants, invitees, guests, or their agents or contractors or their personal property against the criminal actions of others. Each Owner and other person in the Condominium has the responsibility to protect himself or herself and to maintain insurance to protect his or her belongings. Owners and tenants should contact an insurance agent to arrange appropriate fire and theft insurance on their personal property.

No security system, patrol, access gate, or electronic security device can provide protection against crime at every location at every moment of the day or night. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, Owners and all other persons in the Condominium should not rely on such systems and should always protect themselves and their property as if no security systems exist. Owners and all other persons in the Condominium should make no other assumptions regarding security.

If security systems, security devices, access gates, or walk-through/drive-through services are utilized in the Condominium, no representation is made by Declarant or the Association that such systems, devices, or services will prevent injury, theft or vandalism. Any companies or individuals walking or driving in the community on behalf of Owner may not carry weapons and have no greater authority under the law to restrain or arrest criminals or to prevent crime than the ordinary citizen. Neither Declarant nor the Association promises, warrants, or guaranties that any such systems, devices, or services do in fact discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crime. Declarant and the Association reserve the right to reduce, modify or eliminate any security system, security devices, or services at any time; and such action shall not be a breach of any obligation or warranty on the part of Declarant or the Association.

If controlled access gates or intrusion alarms are provided, it is the responsibility of Owners and their tenants to bring any questions to the attention of the Association or its management company. Further, it is the responsibility of Owners and their tenants to promptly notify the Association in writing of any known problem, defect, malfunction or failure of door locks, window

latches, lighting, controlled-access gates, intrusion alarms, and other security-related devices in the Common Elements. Each Owner and tenant must report to the Association any crime that he or she is aware of and that occurs in the Owner's Unit or in Common Elements near the Owner's Unit. If an Owner's Unit is equipped with an intrusion alarm, the Owner is responsible for all fines and other charges resulting from or attributable to the alarm, including false-alarm charges -- even if caused by the Owner's tenant, invitees, or contractors. The Association has the right to enter a Unit for purposes of cutting off a security system in which the intrusion alarm is disturbing other Owners or their tenants.

Protecting Owners, their tenants, and invitees from crime is the sole responsibility of the respective Owners and law enforcement agencies. Owners, tenants, and other occupants should promptly report to the Association or the Association's management company in writing any Common Area locks, latches, lighting, overgrown shrubbery, fences, gates, intrusion alarm, and other security-related devices that they believe are in need of repair or improvement.

Declarant and the Association expressly disclaim any duties of security.

ARTICLE 4 ASSESSMENTS

Covenant to Pay

4.01 The Declarant covenants and agrees for each Unit owned by it in the Condominium, and each Unit Owner by acceptance of the deed to such Unit 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 monies collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the Association. The Unit Owner may not waive or otherwise escape liability for these assessments by non-use of the Common Elements or by abandonment of such Unit Owner's Unit.

Assessments

4.02 Regular and special assessments shall be made in accordance with the following:

Regular Assessments

- (a) Within thirty (30) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during such year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. Such estimated cash requirement shall be assessed to each Unit Owner according to the ratio of the number of Units owned by the Unit Owner assessed to the total number of Units in the Condominium subject to assessment. Each Unit Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month.

Special Assessments

- (b) If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year due to the cost of any construction, unexpected repairs or replacements of capital improvements on the

Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments.

Limitations on Assessments

4.03 The Board may not, without the approval of a majority of the voting power of the Association residing in Members other than Declarant, impose a regular annual assessment per Unit which is more than Fifty Percent (50%) greater than the regular annual assessment for the preceding year, nor levy special assessments which in the aggregate exceed Twenty-five Percent (25%) of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against a Unit Owner to reimburse the Association for funds expended in order to bring the Unit Owner into compliance with the provisions of the Association's Governing Instruments.

Commencement of Assessment

4.04 Regular assessments shall commence on the date of closing of the first sale of a unit in the Condominium.

Liability for Assessments

4.05 Each monthly portion of a regular assessment and each special assessment shall be a separate, distinct, and personal debt and obligation of the Unit Owner against whom the same are assessed, and shall be secured by a continuing lien against the Unit, in accordance with the Act. The amount of any assessment not paid when due shall be deemed to be delinquent.

Enforcement of Payment of Assessments

4.06 The Association has a lien on each Unit for any delinquent assessments attributable to that Unit. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment, or foreclose the lien against the Unit, and interest, costs and reasonable attorney's fees of any action shall be added to the amount of such assessment. Each Owner, by acceptance of a deed or conveyance to a Unit or any interest therein, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien and the covenants by all methods available for the enforcement of such lien, including non-judicial foreclosure pursuant to Chapter 51 of the Texas Property Code, or as may be amended. Each Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the common benefit of all Owners. The Association shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. If any Unit is sold under the Association's power of sale, the Owner of said Unit shall immediately surrender possession to the purchaser. If said Owner fails to do so, the Owner shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

Payment of Assessments on Conveyance of Unit

4.07 On the sale or conveyance of a unit, all unpaid assessments against a Unit Owner for his share in the expenses to which Paragraph 4.02 refers shall first be paid out of the sale price or by

the purchaser in preference over any other assessments or charges of whatever nature, except the following:

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

ARTICLE 5 RESTRICTIONS AND COVENANTS

General Restrictions on Use

5.01 The right of a Unit Owner and his guests to occupy or use his Unit, or to use the Common Elements or any of the facilities thereon, is subject to the following Restrictions:

- (a) The Condominium is restricted to residential use. Nothing in this Declaration shall prevent the Unit Owner from leasing or renting out his Unit provided that it is not for transient or hotel purposes, is for a period of at least sixty (60) days, and 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 hereinafter expressly provided, or in designated storage areas.
- (c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or on any part of the Common Elements or which would be in violation of any law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, cleaning solvents, or other flammable liquids 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.
- (e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in the Unit or in the Common Elements, except for common household pets, being dogs and cats only.
- (f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, and no activity shall be conducted on the property which in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for quality of living. No exterior loudspeakers or flashing lights shall be allowed.
- (g) Nothing shall be altered or constructed in or removed from the Common Elements, except on the written consent of the Board.
- (h) No foil or other material objectionable in the reasonable judgment of the Board of Directors shall be placed in or next to any window or sliding glass door. Burglar bars that may be seen from the outside are prohibited.

- (i) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings is permitted on the Condominium, temporarily or permanently, except with the prior written consent of the Board.
- (j) Common Areas may only be used by Declarant, Unit Owners, and their tenants, and invitees.
- (k) All persons shall comply with the Association's Rules and Regulation to be promulgated by the Board.

Maintenance

5.02 Except for those portions which the Association is required to maintain and repair, each Unit Owner shall, at his sole cost and expense, maintain and repair his Unit, keeping the same in good condition and repair. Each Unit Owner shall also maintain and repair those portions of the Common Element subject to an exclusive easement appurtenant to his Unit.

Damage Liability

5.03 Each Unit Owner shall be liable to the Association for all damage to the Common Elements or other Association property that is sustained by reason of the negligence or willful misconduct of that Unit Owner, his guests, invitees, or tenants.

Exemption

5.04 Declarant, by reason of the Special Declarant Rights, shall be exempt from the restrictions of Section 5.01 to the extent necessary for completion of construction, sales, or additions to the Condominium. Such exemption includes, but is not limited to, maintaining Units as model units, placing advertising signs on Condominium property, and generally making such use of the Units and Common Elements as is necessary to carry on construction activity.

ARTICLE 6

DAMAGE OR DESTRUCTION

Application of Insurance Proceeds

6.01. (1). If the Condominium is damaged by fire or any other disaster, the insurance proceeds, except as provided in (2), below, shall be applied to reconstruct the Condominium.

(2) Reconstruction shall not be compulsory if the damage comprises the whole or more than two-thirds (2/3) of the Units as determined by the Association. In such case, unless otherwise unanimously agreed to by the Unit Owners, reconstruction shall not occur, the Condominium shall terminate and the proceeds shall be delivered pro rata to the Unit Owners or their mortgagees, as their interest may appear, entitled to it in accordance with Allocated Interests of each Unit as set forth in Exhibit "B" of this Declaration, as same may change from time to time by reason of Declarant filing amended Declaration(s) pursuant to the reserved Development Rights of Declarant in order to reflect and account for construction of additional Units with the Condominium.

Insufficient Insurance Proceeds

6.02 When the insurance proceeds are insufficient to cover the cost of reconstruction and reconstruction is required by Paragraph 6.01, above, the costs in excess of the insurance proceeds shall be paid by all the Unit Owners directly affected by the damage, in proportion to the Allocated

Interests assigned to their respective Units. If any one or more of those composing the minority shall refuse to make such payments, the majority may proceed with the reconstruction at the expense of all the Unit Owners benefitted thereby, on proper resolution setting forth the circumstances of the case and the cost of the work. The provisions of this Paragraph may be changed by unanimous resolution of the parties concerned adopted subsequent to the date on which the fire or other disaster occurs.

Obtaining Bids for Reconstruction

6.03 The Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Condominium in accordance with its original plans and specifications and shall, as soon as possible thereafter, call a special meeting of the Unit Owners to consider such bids. If the Board fails to do so within sixty (60) days after the casualty occurs, any Unit Owner may obtain such bids and call and conduct such meeting as herein provided. At such meeting, the Unit Owners may, by sixty-seven percent (67%) vote, elect or to reject all of such bids, or by fifty-one percent (51%) vote, elect to reject all such bids requiring amounts more than FIVE THOUSAND DOLLARS (\$5,000.00) in excess of available insurance proceeds. If all bids are rejected, the Board shall obtain additional bids for presentation to the Unit 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

7.01 Declarant hereby warrants that beneficiaries under deeds of trust to Units in the Condominium shall be entitled to the following rights and guaranties:

- (a) Should any of the Association's Governing Instruments provide for a "right of first refusal", such right shall not impair the rights of a beneficiary under a first lien deed of trust to:
 - (i) Exercise the power of sale, foreclose, or take title to a unit pursuant to the remedies provided in the deed of trust;
 - (ii) Accept a deed (or assignment) in lieu of sale or foreclosure in the event of default by a grantor;
 - (iii) Interfere with a subsequent sale or lease of a Unit so acquired by the beneficiary.
- (b) A beneficiary under a first lien deed of trust, on request, will be entitled to written notification from the Association of any default in the performance by the grantor of any obligation under the Association's Governing Instruments which is not cured within sixty (60) days.
- (c) Any beneficiary under a first lien deed of trust who obtains title to a Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments which accrue prior to the acquisition of title to said Unit by the beneficiary.
- (d) Unless at least two-thirds (2/3rds) of the beneficiaries under first lien deeds of trust (based on one vote for each first lien deed of trust owned), and at least eighty percent (80%) of the votes of Unit Owners other than Declarant have given their prior written approval, the Association shall not be entitled to:

- (i) By act or omission, seek to abandon or terminate the Condominium, due to the Condominium not being fully improved by construction of additional Units by Declarant within the time specified;
 - (ii) Change the Allocated Interest or obligations of any individual Unit for the purpose of:
 - (A) Levying assessments or charges, or allocating distributions of hazard insurance proceeds or condemnation awards;
 - (B) Determining the Allocated Interest or ownership of each Unit in the Common Elements and the improvements thereon;
 - (iii) Partition or subdivide any Unit;
 - (iv) By act or omission, 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) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute in case of substantial loss to the Unit and/or Common Elements of the Condominium.
- (e) All taxes, assessments, and charges which may become liens prior to the first mortgage under local law, shall relate only to the individual Units and not to the Condominium as a whole.
 - (f) No provision of the Governing Instruments of the Association gives any Unit Owner, or any other party, priority or any rights of the beneficiary under a first lien deed of trust to the Unit pursuant to its deed of trust in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions thereof.
 - (g) Association assessments shall 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. Such a reserve fund will be funded through the regular monthly assessments rather than by special assessments.

ARTICLE 8
GENERAL PROVISIONS
Amendment

8.01 Except as provided herein with respect to unilateral amendments to this Declaration by Declarant to correct minor or clerical errors, this Declaration may only be amended at a meeting of the Unit Owners at which the amendment is approved by the holders of at least sixty-seven percent (67%) of the Allocated Interests of the Unit Owners in the Condominium, except that the Condominium may not be terminated except upon the vote of at least eighty percent (80%) of the Allocated Interests of the Unit Owners in the Condominium. An amendment of this Declaration may not alter or destroy a Unit or a Limited Common element without the consent of the affected owners and the owners' first lien mortgagees.

For a period of one (1) year from the date that this Declaration is filed for record, Declarant shall have the right to amend this Declaration, without the joinder or consent of any other person,

in order to correct minor errors or typographical mistakes in order to reflect the true intent hereof in a manner which does not change or materially affect the meaning and the spirit of this Declaration as may be deemed necessary to promote the welfare of the Condominium in the sole discretion of Declarant.

Non-waiver of Remedies

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 thereof.

Severability

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

Binding

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

Interpretation

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. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

Limitation of Liability

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

Fair Housing

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

Number, Gender, and Headings

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


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IN WITNESS WHEREOF, the undersigned has executed this instrument this 17 day of February, 2006.

"DECLARANT"

ENRIQUE ARCE, INC.

By:

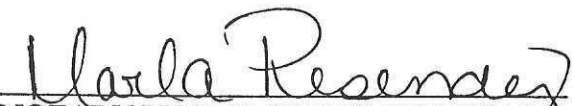


JUAN MARTINEZ
Secretary

STATE OF TEXAS
COUNTY OF WEBB

§
§

THIS instrument was acknowledged before me on this the 17 day of February, 2006, by the said JUAN MARTINEZ, Secretary of ENRIQUE ARCE, INC., a Texas Corporation, on behalf of said Texas Corporation.



NOTARY PUBLIC, STATE OF TEXAS



CONSENT OF LIENHOLDER

TEXAS COMMUNITY BANK, N.A., a national banking association, acting only in its capacity as lienholder with respect to the real property covered by, and included in, the foregoing Condominium Declaration for THE MAPLES AT SHILOH, a Condominium, does hereby join in the execution hereof for the sole purpose of evidencing its consent to the filing and recordation of said Declaration and the subjecting of the real property covered thereby, and the liens of the undersigned, to a condominium form of ownership pursuant to the Texas Uniform Condominium Act, §§ 82.001, et. seq. of the Texas Property Code.

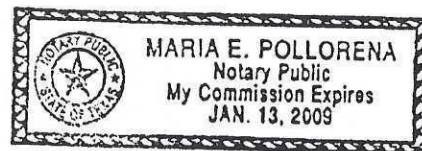
Texas Community Bank, N.A.

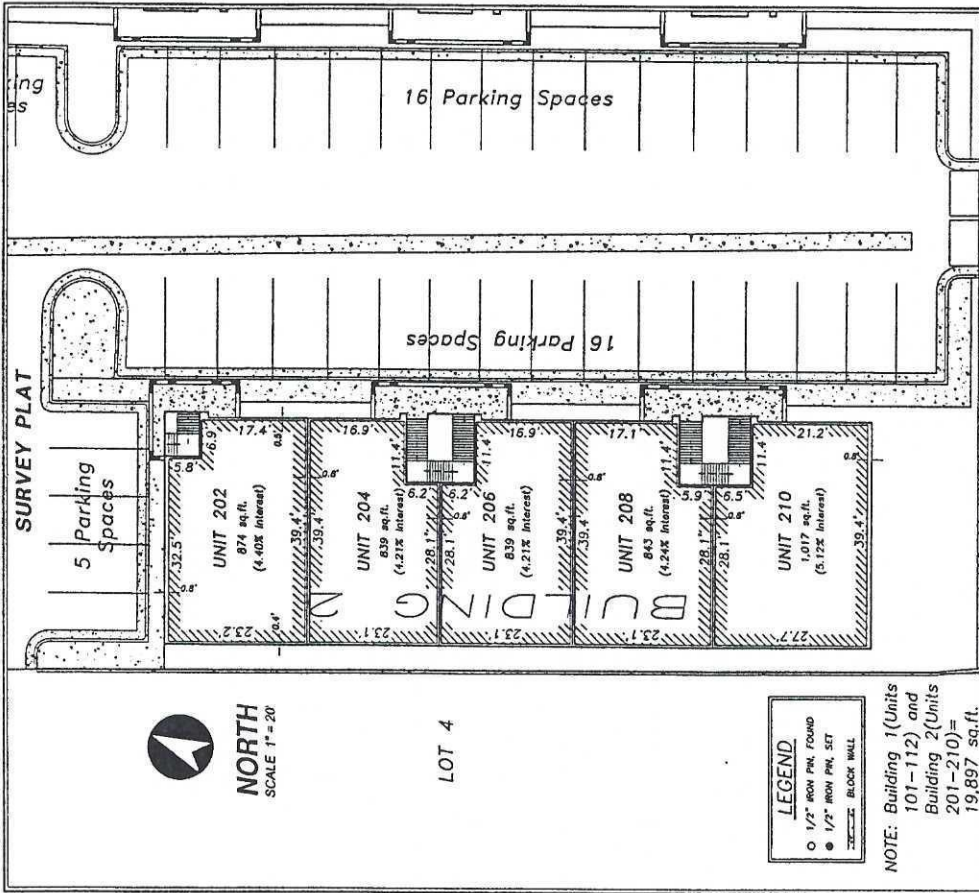
By: [Signature]
Name: Joe G. Sanchez
Title: Senior Vice President

STATE OF TEXAS §
COUNTY OF WEBB §

THIS instrument was acknowledged before me on this the 21 day of February, 2006, by the said Joe G. Sanchez, Senior -President of TEXAS COMMUNITY BANK, N.A., a national banking association, in behalf of said association.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS





1) BASIS OF: (S 67°07'24" W ~ 163.35') BEARING S 67°07'24" W ~ 162.73'
 2) CONTROLLING: FOUND 1/2-inch IRON ROD AT THE NORTHEAST CORNER OF LOT 3 OF BLOCK 10 TO A FOUND 1/2-inch MONUMENTS IRON ROD AT THE MOST NORTHWESTERLY CORNER OF LOT 3 OF BLOCK 10; CROWN RIDGE SUBDIVISION, PHASE 1 (VOL. 14, PGS. 72-73).

NOTE: RECORD CALLS SHOWN IN PARENTHESIS. DIMENSIONS SHOWN FROM BUILDING ARE PERPENDICULAR TO PROPERTY LINE.

CERTIFICATE OF SURVEYOR

STATE OF TEXAS & WEBB COUNTY &

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY SUPERVISION AND THAT THE PROPERTY MADE UNDER MY SUPERVISION IS CORRECTLY PLACED OR LOCATED UNDER MY SUPERVISION AND THAT IN MY OPINION CONTAINS THE INFORMATION REQUIRED BY SECTION 85.003 OF THE TEXAS PROPERTY CODE.

JUAN TLIERNA, R.P.E. OF TEXAS, 5051 DATE



**THE MAPLES AT SHILOH
 A CONDOMINIUM**
 2nd FLOOR OF BUILDING 2
 UNITS 202-210
 (EVEN NUMBERS ONLY)

FLOOD NOTE:
 BY GRAPHIC PLOTTING ONLY, THIS PROPERTY APPEARS TO BE IN ZONE(S) "C" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL AND BEING AN EFFECTIVE DATE OF MAY 17, 1982 AND APPARENTLY IS BE IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THE ZONE AND AN ELEVATION CERTIFICATE MAY BE HELD TO VERIFY THIS DETERMINATION.

TEC ENGINEERS & CONSULTANTS INC.
 401 GARDNER ST. LUBBOCK, TX 79408
 PH. (806)781-1320 FAX (806)781-7847