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THE AMENDED ENABLING DECLARATION
FOR ESTABLISHMENT OF A CONDOMINIUM REGIME FOR
THE RAINTREE CONDOMINIUMS

APR 23 11 04 AM '64
STATE OF TEXAS
COUNTY OF WEBB

STATE OF TEXAS . X
COUNTY OF WEBB X
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GALO DEVELOPMENT GROUP, hereinafter called "Grantor", makes this amendment to the Enabling Declaration for Establishment of a Condominium Regime for The Raintree Condominiums.

WHEREAS, Grantor is the sole owner in fee simple of the real property hereinafter described upon which there is situated an apartment project consisting of twelve (12) multiple unit apartment buildings, containing a total of 124 individual apartment, 2 "Cabana" pool equipment and machinery and restroom structures, and 208 individual parking spaces, which apartment project is known as THE RAINTREE CONDOMINIUMS; and

WHEREAS, said Grantor now submits said property and improvements thereon to the condominium regime established by the Texas Condominium Act, in order to hereby establish by this Declaration a plan for the individual and exclusive ownership of the separate real property freehold estates hereby created, consisting of the area or space enclosed within the boundaries, as herein defined, of each apartment in said multiple unit apartment buildings and the co-ownership, as tenants in common, of all the remaining real property which is hereinafter defined as the "common elements" of the property:

NOW, THEREFORE, in furtherance of said plan of condominium ownership and the purposes and intents hereof, said Grantor, the sole owner in fee simple of said property and improvements, hereby makes the following declarations as to the provisions, descriptions, definitions, restrictions, covenants, limitations, conditions, rights, privileges, obligations and liabilities which shall apply to, govern, control and regulate the sale, re-sale or other disposition, acquisition, ownership, use and enjoyment of said property and improvements and the real property freehold estates hereby established, hereby specifying and agreeing that said declarations and the provisions hereof shall be and constitute covenants to run with the land and shall be binding on Grantor, its successors and assigns, and all subsequent owners of all or any part of said real

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property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns, to-wit:

1. Said Grantor, in order to establish said plan of condominium ownership for the hereinbelow described property and improvements, hereby expressly submits said property and improvements, to the condominium regime established by the Texas Condominium Act, as now existing or hereafter amended, and does hereby covenant and agree that it hereby divides said real property into the following separate freehold estates, to-wit:

(a) Each of the 124 individual apartment spaces in said multiple unit apartment buildings hereinafter described shall constitute a separate freehold estate. The boundaries of each such apartment spaces shall be and are the interior surfaces of the perimeter walls, floors, ceilings, and the exterior surfaces of balconies, terraces, and patios, and the apartment includes both the portions of the building so described and the airspace so encompassed, excepting the common elements. The individual ownership of each apartment space herein defined shall further include the interior construction, interior dividing walls, partitions, appliances, fixtures and improvements which are intended to exclusively serve such apartment space, such as interior room walls, floors and ceiling covering or finish, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures, individual heating and air conditioning equipment (whether located within or outside of the perimeter boundary of an apartment space), and other separate items or chattels belonging exclusively to such apartment which may be removed, replaced, disposed of or otherwise treated without affecting any other apartment space or the ownership, use or enjoyment thereof and such accessory units as may be appended thereto, such a patio, balcony, or terrace serving only such apartment. None of the land in this project on which any apartment, parking space or patio is located shall be separately owned, as all land in this project shall constitute part of the "general common elements" of the property as hereinafter defined, and shall be owned in common by the owners of the apartment units in this condominium project.

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(b) The "general common elements" of the property as described and defined in paragraph 9 below, and the respective undivided interest therein of each owner of an individual apartment space, shall constitute a freehold estate; and it is hereby covenanted and stipulated that each such undivided interest in the general common elements shall be held and owned together with and may not be sold, conveyed or otherwise disposed of or encumbered separate from the individual apartment to which it is allocated.

2. For the purpose of this Declaration, the ownership of each "apartment space" shall include the apartment space itself and the respective undivided interest in the general common elements allocated to the apartment space, and such apartment space and undivided interest in the general common elements shall together constitute an apartment unit.

3. The legal description of the land, known as the project tract of land, which together with all improvements thereon is hereby submitted to said condominium regime, is situated in Webb County, Texas, and is more fully described as follows:

See attached Exhibit "1" for legal description of said tract of land and as shown on Exhibit "2", and hereby made a part hereof by reference.

4. There is attached to this Declaration and made a part hereof as Exhibit " 3 " hereto, a survey plat which depicts said land as above described and the location of each of the 12 multiple unit apartment buildings and other buildings located thereon, denoted as Building A, Building B, etc.

5. The 12 multiple unit apartment buildings and the 2 "cabana" pool equipment and machinery and restroom structures shown and denoted on the above mentioned plat are generally described as follows:

BUILDING A. This building has 2 stories and contains 20 apartments; it has a total floor area of 17,516.20 square feet; it is constructed of wood framing, brick veneer siding, asphalt shingle roof, concrete slab foundation and aluminum windows.

BUILDING B. This building has 2 stories and contains 12 apartments; it has a total floor area of 10,509.72 square feet; it is constructed of wood framing, brick veneer siding, asphalt shingle roof, concrete slab foundation and aluminum windows.

BUILDING C. This building has 2 stories and contains 16 apartments; it has a total floor area of 14,012.96 square feet; it is constructed of wood framing, brick veneer siding, asphalt shingle roof, concrete slab foundation and aluminum windows.

BUILDING D. This building has 2 stories and contains 8 apartments; it has a total floor area of 7,006.48 square feet; it is constructed of wood framing, brick veneer siding, asphalt shingle roof, concrete slab foundation and aluminum windows.

BUILDING E. This building has 2 stories and contains 8 apartments; it has a total floor area of 7,006.48 square feet; it is constructed of wood framing, brick veneer siding, asphalt shingle roof, concrete slab foundation and aluminum windows.

BUILDING F. This building has 2 stories and contains 8 apartments; it has a total floor area of 7,006.48 square feet; it is constructed of wood framing, brick veneer siding, asphalt shingle roof, concrete slab foundation and aluminum windows.

BUILDING G. This building has 2 stories and contains 4 apartments; it has a total floor area of 3,503.24 square feet; it is constructed of wood framing, brick veneer siding, asphalt shingle roof, concrete slab foundation and aluminum windows.

BUILDING H. This building has 2 stories and contains 8 apartments; it has a total floor area of 7,006.48 square feet; it is constructed of wood framing, brick veneer siding, asphalt shingle roof, concrete slab foundation and aluminum windows.

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BUILDING I. This building has 2 stories and contains 4 apartments; it has a total floor area of 3,503.24 square feet; it is constructed of wood framing, brick veneer siding, asphalt shingle roof, concrete slab foundation and aluminum windows.

BUILDING J. This building has 2 stories and contains 8 apartments; it has a total floor area of 7,006.48 square feet; it is constructed of wood framing, brick veneer siding, asphalt shingle roof, concrete slab foundation and aluminum windows.

BUILDING K. This building has 2 stories and contains 8 apartments; it has a total floor area of 7,006.48 square feet; it is constructed of wood framing, brick veneer siding; asphalt shingle roof, concrete slab foundation and aluminum windows.

BUILDING L. This building has 2 stories and contains 20 apartment; it has a total floor area of 17,516.20 square feet; it is constructed of wood framing, brick veneer siding, asphalt shingle roof, concrete slab foundation and aluminum windows.

BUILDING M. This building has one story which houses the swimming pool equipment and machinery and restrooms, and it has a total floor area of 273.00 square feet; it is constructed of wood framing, brick veneer siding, asphalt shingle roof, concrete slab foundation and aluminum windows; see attached Exhibit "M".

BUILDING N. This building has one story which houses the swimming pool equipment and machinery and restrooms, and it has a total floor area of 273.00 square feet; it is constructed of wood framing, brick veneer siding, asphalt shingle roof, concrete slab foundation and aluminum windows; see attached Exhibit "N".

6. The 124 individual apartment spaces hereby established and which shall be individually conveyed and owned each have a direct exit to a thoroughfare or to a given common space leading to a thoroughfare, and they are described as follows:

Apartment 1 : Located on the first floor of Building A as shown on Exhibit "A-1" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 2 : Located on the second floor of Building A as shown on Exhibit "A-6" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 3 : Located on the first floor of Building A as shown on Exhibit "A-1" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 4 : Located on the second floor of Building A as shown on Exhibit "A-6" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 5 : Located on the first floor of Building A as shown on Exhibit "A-2" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 6 : Located on the second floor of Building A as shown on Exhibit "A-7" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony

Apartment 7 : Located on the first floor of Building A as shown on Exhibit "A-2 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 8 : Located on the second floor of Building A as shown on Exhibit "A-7 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 9 : Located on the first floor of Building A as shown on Exhibit "A-3 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 10: Located on the second floor of Building A as shown on Exhibit "A-8 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 11: Located on the first floor of Building A as shown on Exhibit "A-3 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 12: Located on the second floor of Building A as shown on Exhibit "A-8 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 13: Located on the first floor of Building A as shown on Exhibit "A-4 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 14: Located on the second floor of Building A as shown on Exhibit "A-9 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 15: Located on the first floor of Building A as shown on Exhibit "A-4 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 16: Located on the second floor of Building A as shown on Exhibit "A-9 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 17: Located on the first floor of Building A as shown on Exhibit "A-5 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 18: Located on the second floor of Building A as shown on Exhibit "A-10 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 19: Located on the first floor of Building A as shown on Exhibit "A-5 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 20: Located on the second floor of Building A as shown on Exhibit "A-10 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

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Apartment 49: Located on the second floor of Building D as shown on Exhibit "D-3" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 50: Located on the first floor of Building D as shown on Exhibit "D-1" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 51: Located on the second floor of Building D as shown on Exhibit "D-3" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 52: Located on the first floor of Building D as shown on Exhibit "D-1" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 53: Located on the second floor of Building D as shown on Exhibit "D-4" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 54: Located on the first floor of Building D as shown on Exhibit "D-2" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 55: Located on the second floor of Building D as shown on Exhibit "D-4" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 56: Located on the first floor of Building D as shown on Exhibit "D-2" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 57: Located on the first floor of Building E as shown on Exhibit "E-3" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 58: Located on the second floor of Building E as shown on Exhibit "E-1" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 59: Located on the first floor of Building E as shown on Exhibit "E-3" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 60: Located on the second floor of Building E as shown on Exhibit "E-1" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 61: Located on the first floor of Building E as shown on Exhibit "E-4" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 62: Located on the second floor of Building E as shown on Exhibit "E-2" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

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Apartment 63: Located on the first floor of Building E as shown on Exhibit "E-4" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 64: Located on the second floor of Building E as shown on Exhibit "E-2" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 65: Located on the first floor of Building F as shown on Exhibit "F-3" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 66: Located on the second floor of Building F as shown on Exhibit "F-1" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 67: Located on the first floor of Building F as shown on Exhibit "F-3" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 68: Located on the second floor of Building F as shown on Exhibit "F-1" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 69: Located on the first floor of Building F as shown on Exhibit "F-4" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 70: Located on the second floor of Building F as shown on Exhibit "F-2" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 71: Located on the first floor of Building F as shown on Exhibit "F-4" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 72: Located on the second floor of Building F as shown on Exhibit "F-2" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 73: Located on the first floor of Building G as shown on Exhibit "G-2" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 74: Located on the second floor of Building G as shown on Exhibit "G-1" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 75: Located on the first floor of Building G as shown on Exhibit "G-2" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 76: Located on the second floor of Building G as shown on Exhibit "G-1" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

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Apartment 77 : Located on the first floor of Building H as shown on Exhibit "H-3 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 78: Located on the second floor of Building H as shown on Exhibit "H-1 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 79 : Located on the first floor of Building H as shown on Exhibit " H-3 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 80 : Located on the second floor of Building H as shown on Exhibit " H-1 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 81 : Located on the first floor of Building H as shown on Exhibit " H-4 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 82 : Located on the second floor of Building H as shown on Exhibit "H-2 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony

Apartment 83 : Located on the first floor of Building H as shown on Exhibit " H-4 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 84 : Located on the second floor of Building H as shown on Exhibit " H-2 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony

Apartment 85 : Located on the first floor of Building I as shown on Exhibit "I-1 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 86 : Located on the second floor of Building I as shown on Exhibit " I-2 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 87 : Located on the second floor of Building I as shown on Exhibit " I-2 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 88: Located on the first floor of Building I as shown on Exhibit "I-1 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 89 : Located on the first floor of Building J as shown on Exhibit "J-3 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 90 : Located on the second floor of Building J as shown on Exhibit " J-1 " attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 91: Located on the first floor of Building J as shown on Exhibit "J-3" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 92: Located on the second floor of Building J as shown on Exhibit "J-1" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 93: Located on the first floor of Building J as shown on Exhibit "J-4" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 94: Located on the second floor of Building J as shown on Exhibit "J-2" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 95: Located on the first floor of Building J as shown on Exhibit "J-4" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 96: Located on the second floor of Building J as shown on Exhibit "J-2" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 97: Located on the second floor of Building K as shown on Exhibit "K-3" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 98: Located on the first floor of Building K as shown on Exhibit "K-1" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 99: Located on the second floor of Building K as shown on Exhibit "K-3" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 100: Located on the first floor of Building K as shown on Exhibit "K-1" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 101: Located on the second floor of Building K as shown on Exhibit "K-4" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 102: Located on the first floor of Building K as shown on Exhibit "K-2" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 103: Located on the second floor of Building K as shown on Exhibit "K-4" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 104: Located on the first floor of Building K as shown on Exhibit "K-2" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

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RECORDER'S MEMORANDUM
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Apartment 119. Located on the first floor of Building L as shown on Exhibit "L-4" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 120. Located on the second floor of Building L as shown on Exhibit "L-9" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 121. Located on the first floor of Building L as shown on Exhibit "L-5" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 122. Located on the second floor of Building L as shown on Exhibit "L-10" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

Apartment 123. Located on the first floor of Building L as shown on Exhibit "L-5" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a patio.

Apartment 124. Located on the second floor of Building L as shown on Exhibit "L-10" attached hereto and contains 875.81 square feet. This apartment has two bedrooms, one bath, a living room, dining room, kitchen, utility room, two walk-in closets, and a balcony.

7. There are attached to this Declaration and made a part hereof, plats of each floor of said multiple unit apartment buildings, which plats depict the perimeter boundary of each apartment and also show the letter of the building and the number of the floor thereof to which they pertain and the identification number of each apartment shown thereon, and which plats as aforesaid are marked and designated as Exhibits "A-1", "A-2", etc., "B-1", etc. to correspond with the letter of the building thereby depicted.

8. The 208 individual parking spaces herein established shall be "general common elements" as established in paragraph 9 of this Declaration. Each of said spaces have a direct exit to a thoroughfare or to a given common space leading to a thoroughfare, and are 6 feet in width and 20 feet deep.

9. The "general common elements" of the property and of this project include and are defined as all of the project land above described and the buildings, structures and improvements thereon, save and except the 124 individual apartment units contained in said multiple unit apartment buildings, which are to be individually and separately owned, and specifically include, but are not limited to, all land, building foundations, bearing walls and columns, roofs, stairways, entrances, exits or communication

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ways, yards, swimming pools, exterior glass panels, pavement, pipes, wires, conduits, and other facilities serving the project, and the other elements or items herein or in said Act defined as common elements of the property, and in general, such common elements shall consist of all the land and improvements and appurtenances of every type thereon, excepting said apartment spaces which are to be individually and separately conveyed and owned.

10. The following portions of the general common elements are hereby set aside and allocated for the restricted use of the respective apartment spaces as is below designated, and said elements shall be known, only insofar as the use thereof is concerned, as "limited common elements", but such restriction as to use shall not affect the ownership of same and the same shall be owned as part of the general common elements, to-wit:

Apartment 1. The entryway area as shown on Exhibit "A-1" attached hereto.

Apartment 2. The entryway area as shown on Exhibit "A-6" attached hereto.

Apartment 3. The entryway area as shown on Exhibit "A-1" attached hereto.

Apartment 4. The entryway area as shown on Exhibit "A-6" attached hereto.

Apartment 5. The entryway area as shown on Exhibit "A-2" attached hereto.

Apartment 6. The entryway area as shown on Exhibit "A-7" attached hereto.

Apartment 7. The entryway area as shown on Exhibit "A-2" attached hereto.

Apartment 8. The entryway area as shown on Exhibit "A-7" attached hereto.

Apartment 9. The entryway area as shown on Exhibit "A-3" attached hereto.

Apartment 10. The entryway area as shown on Exhibit "A-8" attached hereto.

Apartment 11. The entryway area as shown on Exhibit "A-3" attached hereto.

Apartment 12. The entryway area as shown on Exhibit "A-8" attached hereto.

Apartment 13. The entryway area as shown on Exhibit "A-4" attached hereto.

RECORDER'S MEMORANDUM
All or parts of this text on this page
was not clearly legible for satisfactory
recording.

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- Apartment 14. The entryway area as shown on Exhibit "A-9" attached hereto.
- Apartment 15. The entryway area as shown on Exhibit "A-4" attached hereto.
- Apartment 16. The entryway area as shown on Exhibit "A-9" attached hereto.
- Apartment 17. The entryway area as shown on Exhibit "A-5" attached hereto.
- Apartment 18. The entryway area as shown on Exhibit "A-10" attached hereto.
- Apartment 19. The entryway area as shown on Exhibit "A-5" attached hereto.
- Apartment 20. The entryway area as shown on Exhibit "A-10" attached hereto.
- Apartment 21. The entryway area as shown on Exhibit "B-1" attached hereto.
- Apartment 22. The entryway area as shown on Exhibit "B-4" attached hereto.
- Apartment 23. The entryway area as shown on Exhibit "B-1" attached hereto.
- Apartment 24. The entryway area as shown on Exhibit "B-4" attached hereto.
- Apartment 25. The entryway area as shown on Exhibit "B-2" attached hereto.
- Apartment 26. The entryway area as shown on Exhibit "B-5" attached hereto.
- Apartment 27. The entryway area as shown on Exhibit "B-2" attached hereto.
- Apartment 28. The entryway area as shown on Exhibit "B-5" attached hereto.
- Apartment 29. The entryway area as shown on Exhibit "B-3" attached hereto.
- Apartment 30. The entryway area as shown on Exhibit "B-6" attached hereto.
- Apartment 31. The entryway area as shown on Exhibit "B-3" attached hereto.
- Apartment 32. The entryway area as shown on Exhibit "B-6" attached hereto.
- Apartment 33. The entryway area as shown on Exhibit "C-1" attached hereto.
- Apartment 34. The entryway area as shown on Exhibit "C-5" attached hereto.
- Apartment 35. The entryway area as shown on Exhibit "C-1" attached hereto.
- Apartment 36. The entryway area as shown on Exhibit "C-5" attached hereto.

- Apartment 37. The entryway area as shown on Exhibit "C-2" attached hereto.
- Apartment 38. The entryway area as shown on Exhibit "C-6" attached hereto.
- Apartment 39. The entryway area as shown on Exhibit "C-2" attached hereto.
- Apartment 40. The entryway area as shown on Exhibit "C-6" attached hereto.
- Apartment 41. The entryway area as shown on Exhibit "C-3" attached hereto.
- Apartment 42. The entryway area as shown on Exhibit "C-7" attached hereto.
- Apartment 43. The entryway area as shown on Exhibit "C-3" attached hereto.
- Apartment 44. The entryway area as shown on Exhibit "C-7" attached hereto.
- Apartment 45. The entryway area as shown on Exhibit "C-4" attached hereto.
- Apartment 46. The entryway area as shown on Exhibit "C-8" attached hereto.
- Apartment 47. The entryway area as shown on Exhibit "C-4" attached hereto.
- Apartment 48. The entryway area as shown on Exhibit "C-8" attached hereto.
- Apartment 49. The entryway area as shown on Exhibit "D-3" attached hereto.
- Apartment 50. The entryway area as shown on Exhibit "D-1" attached hereto.
- Apartment 51. The entryway area as shown on Exhibit "D-3" attached hereto.
- Apartment 52. The entryway area as shown on Exhibit "D-1" attached hereto.
- Apartment 53. The entryway area as shown on Exhibit "D-4" attached hereto.
- Apartment 54. The entryway area as shown on Exhibit "D-2" attached hereto.
- Apartment 55. The entryway area as shown on Exhibit "D-4" attached hereto.
- Apartment 56. The entryway area as shown on Exhibit "D-2" attached hereto.
- Apartment 57. The entryway area as shown on Exhibit "E-3" attached hereto.
- Apartment 58. The entryway area as shown on Exhibit "E-1" attached hereto.
- Apartment 59. The entryway area as shown on Exhibit "E-3" attached hereto.

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- Apartment 60. The entryway area as shown on Exhibit "E-1" attached hereto.
- Apartment 61. The entryway area as shown on Exhibit "E-4" attached hereto.
- Apartment 62. The entryway area as shown on Exhibit "E-2" attached hereto.
- Apartment 63. The entryway area as shown on Exhibit "E-4" attached hereto.
- Apartment 64. The entryway area as shown on Exhibit "E-2" attached hereto.
- Apartment 65. The entryway area as shown on Exhibit "F-3" attached hereto.
- Apartment 66. The entryway area as shown on Exhibit "F-1" attached hereto.
- Apartment 67. The entryway area as shown on Exhibit "F-3" attached hereto.
- Apartment 68. The entryway area as shown on Exhibit "F-1" attached hereto.
- Apartment 69. The entryway area as shown on Exhibit "F-4" attached hereto.
- Apartment 70. The entryway area as shown on Exhibit "F-2" attached hereto.
- Apartment 71. The entryway area as shown on Exhibit "F-4" attached hereto.
- Apartment 72. The entryway area as shown on Exhibit "F-2" attached hereto.
- Apartment 73. The entryway area as shown on Exhibit "G-2" attached hereto.
- Apartment 74. The entryway area as shown on Exhibit "G-1" attached hereto.
- Apartment 75. The entryway area as shown on Exhibit "G-2" attached hereto.
- Apartment 76. The entryway area as shown on Exhibit "G-1" attached hereto.
- Apartment 77. The entryway area as shown on Exhibit "H-3" attached hereto.
- Apartment 78. The entryway area as shown on Exhibit "H-1" attached hereto.
- Apartment 79. The entryway area as shown on Exhibit "H-3" attached hereto.
- Apartment 80. The entryway area as shown on Exhibit "H-1" attached hereto.
- Apartment 81. The entryway area as shown on Exhibit "H-4" attached hereto.
- Apartment 82. The entryway area as shown on Exhibit "H-2" attached hereto.

Apartment 83. The entryway area as shown on Exhibit "H-4"
 attached hereto.

Apartment 84. The entryway area as shown on Exhibit "H-2"
 attached hereto.

Apartment 85. The entryway area as shown on Exhibit "I-1"
 attached hereto.

Apartment 86. The entryway area as shown on Exhibit "I-2"
 attached hereto.

Apartment 87. The entryway area as shown on Exhibit "I-2"
 attached hereto.

Apartment 88. The entryway area as shown on Exhibit "I-1"
 attached hereto.

Apartment 89. The entryway area as shown on Exhibit "J-3"
 attached hereto.

Apartment 90. The entryway area as shown on Exhibit "J-1"
 attached hereto.

Apartment 91. The entryway area as shown on Exhibit "J-3"
 attached hereto.

Apartment 92. The entryway area as shown on Exhibit "J-1"
 attached hereto.

Apartment 93. The entryway area as shown on Exhibit "J-4"
 attached hereto.

Apartment 94. The entryway area as shown on Exhibit "J-2"
 attached hereto.

Apartment 95. The entryway area as shown on Exhibit "J-4"
 attached hereto.

Apartment 96. The entryway area as shown on Exhibit "J-2"
 attached hereto.

Apartment 97. The entryway area as shown on Exhibit "K-3"
 attached hereto.

Apartment 98. The entryway area as shown on Exhibit "K-1"
 attached hereto.

Apartment 99. The entryway area as shown on Exhibit "K-3"
 attached hereto.

Apartment 100. The entryway area as shown on Exhibit "K-1"
 attached hereto.

Apartment 101. The entryway area as shown on Exhibit "K-4"
 attached hereto.

Apartment 102. The entryway area as shown on Exhibit "K-2"
 attached hereto.

Apartment 103. The entryway area as shown on Exhibit "K-4"
 attached hereto.

Apartment 104. The entryway area as shown on Exhibit "K-2"
 attached hereto.

Apartment 105. The entryway area as shown on Exhibit "L-1"
 attached hereto.

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- Apartment 106. The entryway area as shown on Exhibit "L-6" attached hereto.
- Apartment 107. The entryway area as shown on Exhibit "L-1" attached hereto.
- Apartment 108. The entryway area as shown on Exhibit "L-6" attached hereto.
- Apartment 109. The entryway area as shown on Exhibit "L-2" attached hereto.
- Apartment 110. The entryway area as shown on Exhibit "L-7" attached hereto.
- Apartment 111. The entryway area as shown on Exhibit "L-2" attached hereto.
- Apartment 112. The entryway area as shown on Exhibit "L-7" attached hereto.
- Apartment 113. The entryway area as shown on Exhibit "L-3" attached hereto.
- Apartment 114. The entryway area as shown on Exhibit "L-8" attached hereto.
- Apartment 115. The entryway area as shown on Exhibit "L-3" attached hereto.
- Apartment 116. The entryway area as shown on Exhibit "L-8" attached hereto.
- Apartment 117. The entryway area as shown on Exhibit "L-4" attached hereto.
- Apartment 118. The entryway area as shown on Exhibit "L-9" attached hereto.
- Apartment 119. The entryway area as shown on Exhibit "L-4" attached hereto.
- Apartment 120. The entryway area as shown on Exhibit "L-9" attached hereto.
- Apartment 121. The entryway area as shown on Exhibit "L-5" attached hereto.
- Apartment 122. The entryway area as shown on Exhibit "L-10" attached hereto.
- Apartment 123. The entryway area as shown on Exhibit "L-5" attached hereto.
- Apartment 124. The entryway area as shown on Exhibit "L-10" attached hereto.

11. The undivided title and interest of each owner of an apartment space in the general common elements of the property defined in paragraph 9 above, and their proportions share in the common expenses of said general common elements, as well as the proportionate representation for voting purposes in the meetings

of the Council of Co-Owners of this condominium project, is based on the proportionate square feet that each of the apartment units in this condominium project bears to the total square feet of all the apartment units in this project, are set out below, to-wit:

<u>Apartment</u>	<u>Percentage of General Common Elements</u>
1	.8065
2	.8065
3.	.8065
4	.8065
5	.8065
6.	.8065
7	.8065
8	.8065
9.	.8065
10	.8065
11	.8065
12	.8065
13	.8065
14	.8065
15	.8065
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55	.8065

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56	.8065
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115	.8065
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117	.8065
118	.8065
119	.8065
120	.8065
121	.8065
122	.8065
123	.8065
124	.8065

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The above percentages fixing the undivided interest of each owner in the general common elements and his share of the common expenses and voting representation cannot be changed except by amendment to this Declaration by the vote of the owners representing an aggregate ownership interest of seventy (70%) percent of the general common elements in this condominium project, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved in writing by the owners representing an aggregate ownership interest of seventy (70%) percent of the general common elements in this condominium project. The amendment must be written, duly executed, acknowledged, and filed for record as a partial amendment to this Declaration. And, said Grantor, its successors, assigns and grantees, and their successors, heirs, executors, administrators, devisees and grantees, hereby covenant and agree that the elements constituting an apartment unit, that is the individual apartment and the undivided interest in the general common elements allocated to it, shall be held and owned together and such elements shall not be separated or separately sold, conveyed or otherwise disposed of or encumbered, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective apartment space or spaces even though the description in the instrument of conveyance or encumbrance may refer only to the fee title of the "apartment space".

12. Said Grantor, its successors and assigns, by this Declaration, and all future owners, lessees, tenants or other occupants of the apartment units in this project, by their acceptances of their deeds, leases, rental agreements or possession of any such apartment unit, hereby covenant and agree as follows:

(1) That 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 suitable for a condominium regime.

(2) That the apartment units shall be occupied and used only for residential purposes, as a private dwelling, and that no professional, business or commercial use shall be made of the same. This restriction is for the benefit of all the

apartment units in this condominium project and in addition to other rights or remedies any violation or threatened violation hereof may be enjoined or prevented by suit for injunction at the instance of any owner or owners of other apartment units or the Board of Administration of this condominium regime. Provided, however, this restriction shall not apply to Grantor and its designee who may use one or more apartment units as a sales office or for such other use as Grantor may, in its sole discretion, determine.

(3) The owners of the respective apartment spaces shall not be deemed to separately own the basic structural and supporting portions of the perimeter walls, floors, and ceilings surrounding his respective apartment space, nor shall such owner be deemed to separately own pipes, wires, conduits or other public utility lines running through said respective apartment spaces which are utilized for or serve more than one apartment space, but the same shall be owned as tenants in common as part of the common elements of the property, however, each apartment owner shall have an easement in the interest of the other owners in and to the aforesaid elements and facilities as shall be necessary for the support, maintenance, use and enjoyment of his apartment; such owner, however, shall be deemed to separately own the walls and partitions which are contained within the perimeter walls of said owner's respective apartment space, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings and the facilities, fixtures and equipment built or placed in said apartment space, or located outside thereof such balconies, terraces and patios, for the exclusive service and convenience of such apartment space.

(4) The owners of the respective apartment spaces agree that if any portion of the common elements encroaches upon the apartment space, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event any portion of any apartment building is partially or totally destroyed, and then rebuilt or reconstructed the owners of apartment spaces agree that valid easements shall exist for any resulting encroachment.

(5) The owner of an apartment unit, upon acquisition of same, shall automatically become a member of the Council of Co-Owners of this condominium project, and shall remain a member thereof until such times as his ownership ceases for any reason, at which time his membership shall automatically cease. The Council of Co-Owners shall elect from among its members a Board of Administration to consist of not less than 7 members, who shall serve in such office without pay or compensation for such term as specified in the by-laws of this condominium project or until their successors are duly elected in accordance with the provisions of such by-laws. Such Board of Administration shall manage and govern the affairs of the Council of Co-Owners, and it shall have such powers, functions, authority, duties, obligations and responsibilities as shall be specified from time to time and/or as may be delegated to it from time to time by the Council of Co-Owners.

(6) The owners of apartment units agree that the government and administration of the condominium shall be in accordance with this Declaration and the By-Laws which are attached hereto as Exhibit 4 and made a part hereof, which By-Laws may be amended from time to time by the Council of Co-Owners in accordance with the provisions thereof, and any and all such amendments, duly certified to by the presiding officer of the Board of Administration or other person authorized to make such certifications by such By-Laws, shall be filed for record as a partial amendment to said Exhibit 4 attached hereto.

(7) That each owner, tenant or occupant of an apartment unit shall comply with the provisions of this Declaration, the By-Laws, and the valid decisions and resolutions of the Council of Co-Owners, as lawfully amended from time to time, and failure to comply

with any such provisions, decisions or resolutions shall be grounds for an action to recover sums due, for damages, and/or for injunctive relief.

(8) This Declaration may be amended by the vote of the owners representing an aggregate ownership interest of seventy (70%) percent of the general common elements in this condominium project, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved in writing by the owners representing an aggregate ownership interest of seventy (70%) percent of the general common elements in this condominium project. The amendment must be written, duly executed, acknowledged, and filed for record as a partial amendment to this Declaration. No amendment shall be effective until recorded in the Webb County Clerk Office.

(9) All owners of apartment units in this condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council of Co-Owners, or the Board of Administration when authorized to do so by the By-Laws of this project or by resolution of said Council of Co-Owners their pro-rata part, in the percentages above fixed and set out for each apartment unit, of the expenses of administration, utility charges, wages, legal and accounting fees, reasonable contingency funds, upkeep, maintenance and repair of the general common elements of this project, and in the proper case of the limited common elements, as any and all such common elements are described and defined in this Declaration, and of any other valid expense or charge assessed pursuant to authority given by said Act, or this Declaration or said By-Laws, each of which assessments shall become due and payable within 21 days from the date each such assessment is made unless otherwise specified in the By-Laws, and such assessments, together with reasonable attorney's fees as hereinafter provided, shall become liens against the respective apartment units for their pro-rata share thereof at the time such assessments become due and payable unless otherwise specified in said By-Laws. No owner shall be exempt from contributing toward such expense, charges, costs or assessments by waiver of the use or enjoyment of the common elements, either general or limited, or by abandonment of the apartment belonging to him. In the event it shall become necessary for the Council of Co-Owners or the Board of Administration to employ the services of an attorney to collect such assessment and foreclose the lien herein granted, the owner or owners failing to pay said assessment shall pay, in addition, to the assessment due, reasonable attorney's fees to the Council of Co-Owners and/or Board of Administration.

(10) Any holder of a mortgage on any apartment space, upon request, shall be entitled to receive from the Board of Administration written notification of any default in the performance by any owner of any obligation required by the Enabling Declaration or the By-Laws which is not cured within sixty (60) days.

(11) Any agreement for professional management of the condominium project, or any other contract providing for the services of the Grantor, developer, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without pay of a termination fee on ninety (90) days or less written notice.

(12) All liens for assessments, together with reasonable attorney's fees, made by the Council of Co-Owners, or by the Board of Administration when authorized to do so as aforesaid, shall be prior to other liens, except that such liens for said assessments shall be subordinate, secondary and inferior, and the same are hereby expressly made subordinate, secondary and inferior to (1) all liens for taxes or special assessments levied by the city, county

and state governments or any political subdivision or special district thereof, and (2) liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust filed for record prior to the date payment of such assessment for common expenses became due. Such lien for assessments and attorney's fees herein provided for may be foreclosed, without prejudice and subject to the aforesaid prior liens, by suit by the Board of Administration or any authorized officer thereof, acting in behalf of the Council of Co-Owners, in like manner as mortgages on real property. No such foreclosure shall affect or impair any such prior liens. Nothing contained herein shall preclude the Board of Administration from bringing suit against an apartment owner to recover a money judgment for delinquent assessments, attorney's fees and other sums due the Council of Co-Owners without foreclosing or waiving the lien securing same. The Board of Administration or any authorized officer thereof, acting in behalf of the Council of Co-Owners of the apartment units in this project, shall have power to bid in the apartment unit foreclosed on at the foreclosure sale, and to acquire, hold, lease, mortgage and convey the same in behalf of such Co-Owners. The purchaser acquiring title to such apartment unit at such foreclosure sale, whoever he may be, and his successors and assigns, shall not be liable for the share of the unpaid common expenses or assessments by the Council of Co-Owners chargeable to such apartment unit which became due prior to acquisition of such title at such foreclosure sale, but such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the owners of the apartment units in this project, including such purchaser or acquirer, his successors and assigns on a pro-rata basis. Provided, however, if such purchaser or acquirer is a mortgagee acquiring title pursuant to foreclosure or obtaining a deed in lieu of foreclosure, said mortgagee shall not be responsible for any such unpaid common expenses or assessments due prior to the date of said mortgagee's deed. Further, to collect sums owed to the Council of Co-Owners by apartment owners, the Board of Administration may deny delinquent owners the right to use the common elements and may suspend all services, including utility services, and may exercise any other right or remedy available to enforce such claim.

(13) The respective apartment units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period of less than thirty (30) days, or (b) any rental where the owner furnishes the occupant with customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen and bellboy service. Other than the foregoing limitation, the owners of the respective apartment units shall have the absolute right to lease or rent same or part thereof, furnished or unfurnished provided that said lease or tenancy is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws of this condominium. Each apartment space shall be used and occupied only as a single-family dwelling and residential housing accommodation, with the exception granted Grantor as hereinabove provided, and no apartment space shall be altered, remodeled, subdivided or converted into more than one dwelling unit or housing accommodation.

(14) Upon the sale or conveyance of an apartment unit, all unpaid assessments against the selling of Co-Owner for his pro-rata share of the common expenses and charges shall be first 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 state and any political subdivision thereof for taxes due and unpaid on the apartment unit; and

(b) Amounts due under mortgage instruments duly recorded prior to the date payment for such assessments became due.

(15) Any purchaser of an apartment unit upon request prior to his purchase shall be entitled to a statement from the Board of Administration as to the amount of the unpaid assessments and charges against the particular apartment unit to be sold and purchased, and such purchaser shall not be liable, nor shall the apartment unit sold be subject to any lien for any unpaid charge or assessment made by the Council of Co-Owners against the Seller or his apartment unit in excess of the amount set forth in said statement for the period covered by such statement.

(16) The Council of Co-Owners shall obtain and continue in effect workman's compensation insurance and blanket property insurance to insure the buildings and the owners thereof against risks of whatever character, without prejudice to the right of each Co-Owner to insure his own apartment on his own account and for his own benefit. Such insurance shall be written in the name of the Council of Co-Owners or any person designated in the By-Laws or this Declaration as a trustee for each apartment owner and each apartment owner's mortgagee, if any. Each Co-Owner, his successors or assigns, and his mortgagee, if any, shall be a beneficiary, even though not expressly named, in the percentages or fractions established in paragraph 11 of this Declaration. The insurance cost and premiums for any workman's compensation insurance and blanket insurance coverage shall be a common expense to be paid by monthly or other periodic assessments as determined by the Board of Administration or the Council of Co-Owners, and all such payments collected for insurance shall be used solely for the payment of such insurance cost or premiums as the same become due. Each Co-Owner shall pay his pro-rata share of the cost of such insurance in proportion to his beneficial interest therein.

(17) In case of fire or other disaster or damage to or destruction of any property subject to this Declaration, the insurance proceeds shall be applied or disbursed, and the repair, reconstruction or disposition of such property and the obligations of the Co-Owners shall be provided for by Sections 20 and 21, and any other pertinent or applicable provisions of the Texas Condominium Act.

Sections 20 and 21 of the Texas Condominium Act read as follows:

Application of insurance proceeds to reconstruction of building

Sec. 20. In case of fire or any other disaster, the insurance indemnity shall, except as provided in the next succeeding paragraph of this section, be applied to reconstruct the building.

Reconstruction shall not be compulsory where it comprises the whole or more than two-thirds (2/3) of the building as determined by the council of co-owners. In such case, and unless otherwise unanimously agreed upon by the co-owners, the indemnity shall be delivered pro-rata to the co-owners or their mortgagees, as their interest may appear, entitled to it in accordance with the percentages or fractions set forth in the declaration.

Should it be proper to proceed with the reconstruction the provisions for such eventuality made in the by-laws shall be observed, or in lieu thereof, the decision of the council of co-owners shall prevail.

Building costs in excess of insurance proceeds

Sec. 21. Where the insurance indemnity is insufficient to cover the cost reconstruction and reconstruction is required by Section 20, the building costs in excess of the insurance proceeds shall be paid by all the co-owners directly affected by the damage, in proportion to the percentages or fractions assigned to their respective apartments, or as may be provided by said by-laws; and if any one or more of those composing

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the minority shall refuse to make such payments the majority may proceed with the reconstruction at the expense of all the co-owners benefited thereby, upon proper resolution setting forth the circumstances of the case and the cost of the work.

The provisions of this section may be changed by unanimous resolution of the parties concerned, adopted subsequent to the date on which the fire or other disaster occurs.

(18) If the owner of any apartment unit in this condominium project shall desire to sell his apartment unit and receives an offer for the purchase of same which he would be willing to accept, such owner shall not sell such apartment unit without first giving the Board of Administration of this condominium project the right of first refusal to purchase such apartment unit, in behalf of the Council of Co-Owners (and not for the benefit of any individual owner) of this project, for the same price and on the same terms and conditions as stipulated in such offer received. Such right of first refusal shall be given by written notice to the Board of Administration which shall be transmitted by U. S. Registered or Certified Mail, with return receipt requested, and shall set out the price, terms and conditions in said offer received and the name and address of the person making such offer; and such notice shall be deemed given as of the date of such registered or certified mailing as evidenced by the post office receipt therefor. If such Board of Administration shall not elect to purchase said apartment unit for such price and on such terms and conditions specified in said notice within 10 days from the date such notice is given, then such owner may sell said apartment unit to the person or persons making such offer, and in such case it shall be the duty and obligation of said Board of Administration to certify in writing, to be duly acknowledged and in recordable form that said selling owner has complied with all the provisions hereof and that such Board of Administration has declined to purchase such apartment unit. The Board of Administration is hereby authorized in respect to any apartment unit or units at any time, provided that each such waiver shall be in writing to be duly executed and acknowledged and in recordable form; and whenever any such waiver may be given by the Board of Administration in respect to any apartment unit or units, the owner or owners of such apartment unit or units in respect to which such waiver is given may sell the same without regard to the provisions of this paragraph and without giving the Board of Administration the right of first refusal to purchase the same. Any holder of the mortgage on any apartment unit which comes into possession of or takes title to the unit pursuant to the remedies provided in the mortgage, or upon foreclosure thereof, shall be exempt from any "right of first refusal". Grantor shall also be exempt from any "right of first refusal" with respect to any apartment units owned by Grantor. The Board of Administration may, in its discretion, form, for the benefit of the Council of Co-Owners, a Texas corporation under and pursuant to the Texas Business Corporation Act or the Texas Non-Profit Corporation Act, or may enter into a trust agreement on behalf of the Council of Co-Owners with such person, firm or entity as trustee thereunder as may be chosen by the Board of Administration, whereby said corporation so formed or the trustee under said trust agreement shall hold title to any apartment unit purchased by the Council of Co-Owners pursuant to this paragraph for the benefit of the Council of Co-Owners.

(19) All notices, communications, and remittances to the Board of Administration shall be sent to it at its mailing address which may be established from time to time and of which the owners in this project shall be notified.

(20) In the event any of the declarations or provisions hereof shall be finally held invalid or unenforceable by any court of competent jurisdiction, the same shall not affect the validity or enforceability of any of the other declarations and provisions hereof. If any declaration or provisions herein contained shall be sus-

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ceptible of two or more interpretations, the interpretation which shall most nearly be in accord with the purposes and intents hereof shall govern.

(21) In the event of the omission herefrom of any declaration, stipulation or provision which shall be vital or necessary or expedient for the accomplishment of the purposes and intent of this Declaration, this Declaration shall not thereby fail, in whole or in part, but any and all omitted matter shall be supplied herein by inference and/or by reference to the provisions of the Texas Condominium Act under which this condominium regime is established, and such provisions of such Act are hereby made part hereof by reference thereto.

(22) Grantor reserves, and shall have the continuing right, for a period of two (2) years after the date this Declaration is filed of record, without the consent of the other Owners or any Mortgagee to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertant misstatements, errors or omissions herein, to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, or Federal Housing Administration, any local planning and zoning commission or to comply with any amendment to the Condominium Act of the State of Texas.

DATED AND EXECUTED by the undersigned Grantor this the 22nd day of April, 1982.

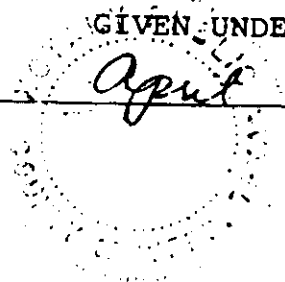
GALO INVESTMENT GROUP, GRANTOR
BY: GALO DEVELOPMENT CORPORATION, Partner

BY: Efrain Pena Jr
EFRAIN PENA, JR., VICE-PRESIDENT

STATE OF TEXAS X
COUNTY OF WEBB X

BEFORE ME, the undersigned authority, on this day personally appeared EFRAIN PENA, JR., Vice-President of Galo Development Corporation, a Partner of Galo Investment Group, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of April, 1982.



Irma A. Soto
Notary Public, Webb County, Texas
IRMA A. SOTO

My Commission Expires: JUNE 23, 1985

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A 4.4274 Acre Tract of land, more or less, out of Blocks No. 65 and No. 67, Calton Gardens Subdivision No. 2, Recorded in Volume 1, Page 119 of the Webb County Plat Records, being the Northern Addition, City of Laredo, Texas described by metes and bounds as follows, to-wit:

BEGINNING at the Northwest corner of this tract, being the intersecting point of the west line of said Block No. 65, with the South right-of-way line of Calton Road.

THENCE, S. 80°-23' E., 297.5 feet, with the South right-of-way line of Calton Road to the Northeast corner hereof;

THENCE, S. 35°-23' E., 21.21 feet, to a point on the west right-of-way line of Marcella Avenue, and a deflection corner hereof;

THENCE, S. 09°-37' W., 602.50 feet, with said west right-of-way line to a point on the South line of Block No. 67 and the Southeast corner hereof;

THENCE, N. 80°-23' W., 312.50 feet, to the Southeast corner of Block No. 76, the Southwest corner of said Block No. 67, and the Southwest corner of this tract;

THENCE, N. 09°-37' E., 617.50 feet, with the west line of Block No. 67 and No. 65, respectively to the POINT OF BEGINNING and containing 192857.54 Square feet, more or less.

SURVEYOR'S DECLARATION

I hereby declare that this true and accurate survey made on the ground under my supervision on March 29, 1982, correctly shows the relation of the building and other structures to the property lines of land indicated hereon, and that there are no encroachments or overlaps onto adjoining property of property covered by this survey, or of adjoining buildings or structures on said land except as shown, noted or described. This survey is subject to any easement not visible on the ground.

RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2

City of Laredo

Webb County, Texas

By

Cesareo R. Porras, P.E./R.P.S.

P.O. Box 1670

Laredo, Texas 78041

CALTON ROAD

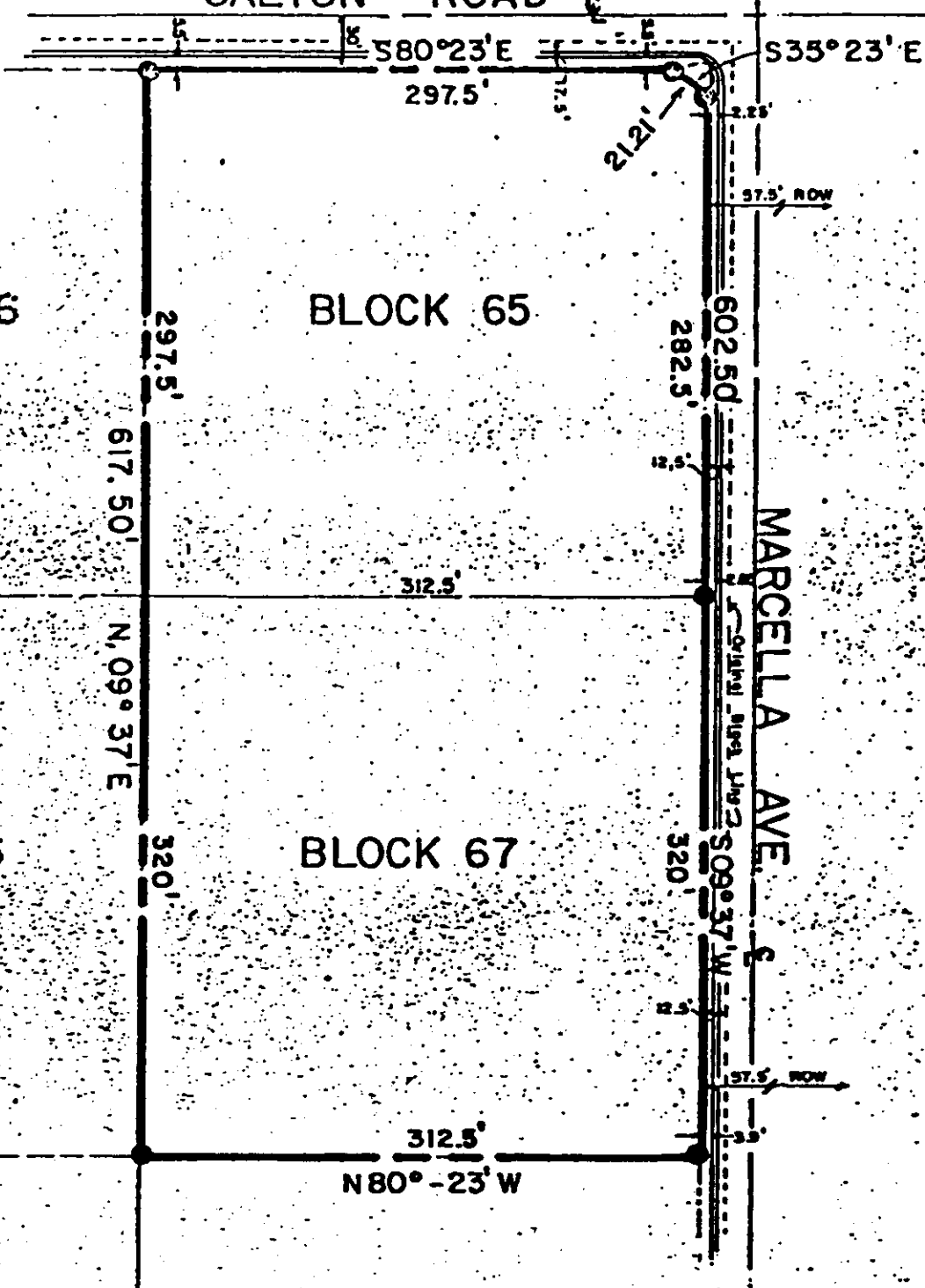
BLOCK 66

BLOCK 65

BLOCK 75

BLOCK 67

MARCELLA AVE



VOL 2 PAGE 235

REPLAT, SURVEY OF
 BLOCK 65 and 67
 CALTON GARDENS SUBDIVISION
 No. 2, 4.4274 ACRES
 RECORDED IN VOLUME 1, PAGE 119
 SW PART OF SURVEY 1019
 CITY OF LAREDO
 WEBB COUNTY, TEXAS

SCALE: 1" = 100'

LEGEND
 ● IRON PIN

CERTIFICATE OF ENGINEER

I, hereby certify that this survey is true and correct and was prepared from an actual survey of the property made under my supervision on the ground this 5 day of AUG. 1981

DESAREO R. PORRAS
 2316
 REGISTERED PROFESSIONAL ENGINEER

PORRAS ENGINEERING COMPANY

P.O. BOX 1670 Engineers - Surveyors 724-3097
 724-7597

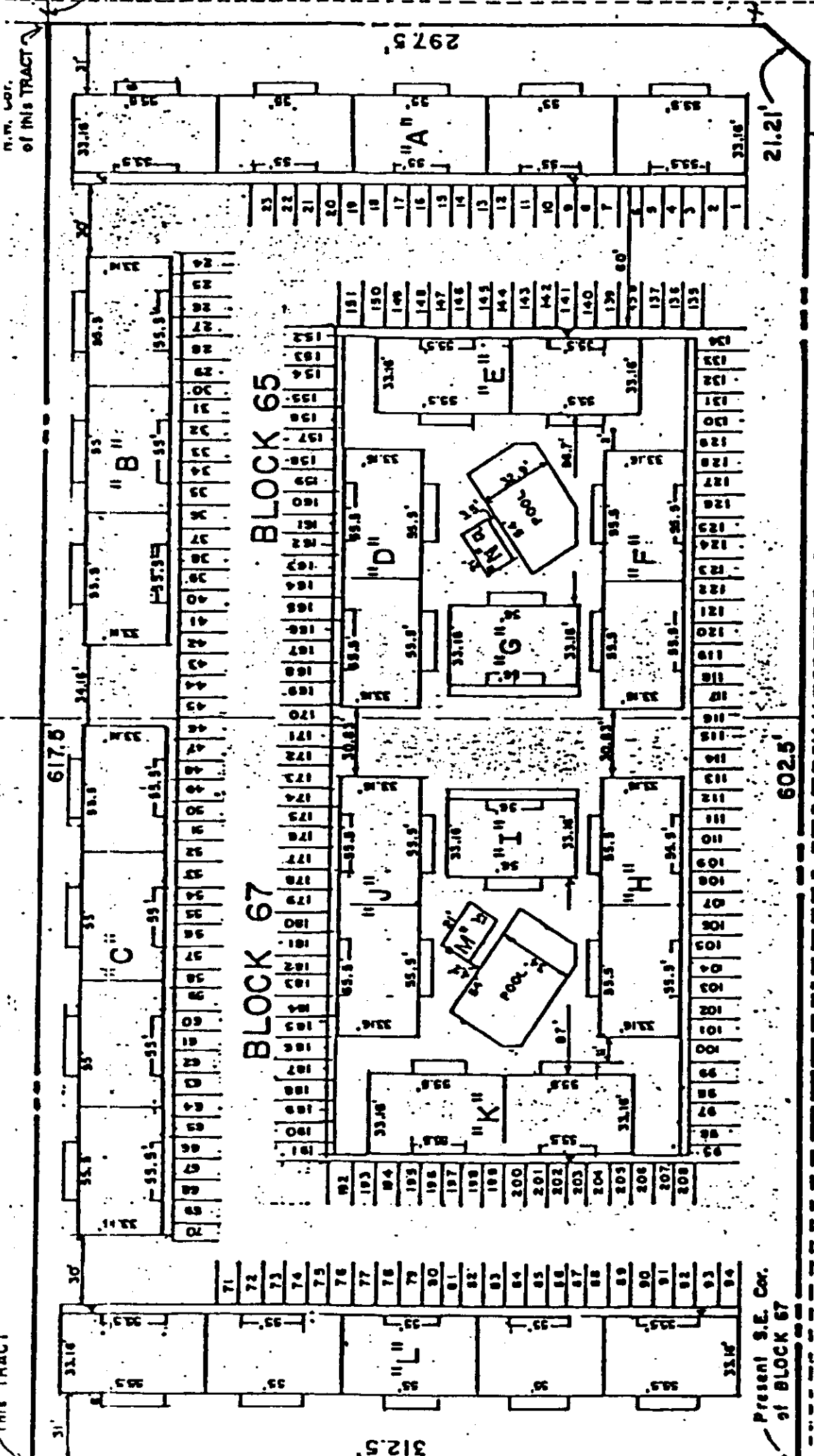
This TRACT

N.W. Cor. of this TRACT

ORIGINAL N.W. Cor. of BLOCK 65

RECORDER'S MEMORANDUM: Parts of this text on page was not clearly legible for satisfactory recodation.

CALTON ROAD



Present S.E. Cor. of BLOCK 67

NOTES:

1. The Residential buildings are designated as letters A, B, C, D, E, F, G, H, I, J, K, & L.
2. The parking spaces are numbered 1 thru 208
3. Mechanical buildings are designated as letters M & N.
4. LCE Designates limited common elements.
5. Typical parking space unless noted otherwise

MARCELLA AVE.

4.427 Acres
 Out of Blocks No. 65 and 67
 Calton Gardens Subdivision No. 2
 (Recorded in Volume 1, Page 119, Webb County Plat Rec Northern Addition City of Laredo Webb County, Texas)

2 000

BLOCK 72

12.5'

12.5'

BY-LAWS OF
THE RAINTREE CONDOMINIUMS
A CONDOMINIUM APARTMENT PROJECT

STATE OF TEXAS X
COUNTY OF WEBB X KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GALO INVESTMENT GROUP, Grantor, is the sole owner in fee simple of the condominium apartment known by the name of THE RAINTREE CONDOMINIUMS, hereinafter sometimes referred to as the condominium project or the project, which project is particularly described in the Amended Enabling Declaration to which these By-Laws are attached as an exhibit, and consists of the following described land, together with all buildings, structures and improvements thereon, to-wit:

See attached Exhibit "1" for legal description of said tract of land and as shown in Exhibit "2", and hereby made a part hereof by reference.

WHEREAS, said Galo Investment Group, Grantor as sole owner in fee simple of said property and improvements constituting said condominium apartment project desires to hereby establish and adopt the following By-Laws for the government, administration and operation of said project and the common elements thereof:

NOW, THEREFORE, said Galo Investment Group, Grantor sole owner in fee simple of said condominium apartment project known as THE RAINTREE CONDOMINIUMS, does hereby establish and adopt the following By-Laws which shall be applicable to each individual apartment in said project and all other portions and the common elements thereof, to-wit:

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

1. The property above described, together with all improvements thereon, is hereby submitted to the provisions of the Texas Condominium Act.
2. The provisions of these By-Laws shall be applicable to said condominium apartment project known as THE RAINTREE CONDOMINIUMS.
3. All present or future owners, tenants, future tenants mortgagees, or future mortgagees, or the employees of either of them, or any other person that might use the facilities of this condominium project in any manner, are subject to these By-Laws, the Enabling Declaration, and Rules and Regulations, which may be adopted by the Council of Co-Owners and as all of them, may be amended from time to time. Any person, firm, or corporation acquiring, leasing, occupying, or renting any of the apartments in this condominium project accepts and ratifies these By-Laws, the Enabling Declaration, and the Rules and Regulations of the Council of Co-Owners and agrees that the terms and provisions of these instruments will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUMS, PROXIES

1. Voting shall be on a percentage basis. The percentage of the vote to which each owner is entitled is the percentage established for his undivided interest in the general common elements of the Enabling Declaration.
2. As used in these By-Laws, the term "majority of owners" shall mean those owners possessing 51% of the total votes in accordance with the percentage established for undivided ownership in the general common elements by Paragraph 9 of the Enabling Declaration.
3. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.
4. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.
5. No owner shall be entitled to exercise his right to vote, in person or by proxy, for any purpose so long as any assessments due the Council of Co-Owners are in default under any term or provision of the Enabling Declaration or these By-Laws.

ARTICLE III

ADMINISTRATION

1. The owners of the apartments will constitute the Council of Co-Owners who will have the responsibility, which may be performed and discharged through the Board of Administration, of administering the project, approving the annual budget, establishing and collecting the monthly or other periodical assessments, as well as any special or other assessments agreed upon by the Council of Co-Owners, or the Board of Administration pursuant to authority granted to it, and arranging for the management of the project by a management agent in the event the Council of Co-Owners shall elect not to manage the project themselves, which arrangement shall be under a written agree-

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ment setting forth all of the terms and conditions under which such management agents shall manage the project, including terms as to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Council of Co-Owners shall require approval of a majority of the owners.

2. Meetings of the Council of Co-Owners shall be held at the principal office of the project or at such other suitable place of convenience to the owners as may be designated by the Board of Administration.

3. The first meeting of the Council of Co-Owners shall be held on May 16, 1982. Thereafter, meetings shall be held annually, which such meetings being held on the third Sunday of May of each succeeding year. At the first meeting, and at the first of such meetings held each and every succeeding year, there shall be elected, by ballot of the owners, a Board of Administration in accordance with the provisions of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Council of Co-Owners as may properly be brought before them.

4. It shall be the duty of the President to call a special meeting of the Council of Co-Owners as directed by resolution of the Board of Administration, or upon a petition signed by a majority of the owners having been presented to the Secretary. The notice of any special meeting shall be mailed to each owner as hereinafter provided, and shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting which is not stated in the notice unless all of the owners present, either in person or by proxy, approve of the transaction of such business.

5. It shall be the duty of the Secretary to mail a notice of each regular or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each of record, at least 10 days but no more than 30 days prior to each meeting. Such notice shall be mailed to each of such owners at his last known address. The mailing of a notice in this manner shall be considered notice served.

6. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called, however, the place of such meeting must remain as stated in the notice.

7. The order of business at all meetings of the owners shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of last meeting or waiver of notice.
- (c) Reading of minutes of last meeting, and approval or or disapproval of same.
- (d) Reports of Officers.
- (e) Reports of Committees, if applicable.
- (f) Election of member or members of Board of Administration, if applicable.
- (g) Unfinished Business.
- (h) New Business.

ARTICLE IV

BOARD OF ADMINISTRATION

1. The affairs of the Council of Co-Owners shall be governed by a Board of Administration (sometimes herein referred to as the Board) composed of seven persons, all of whom must be owners, officers and/or employees of a corporate owner or partners or employees of a partnership which is an owner of an apartment in the Condominium.

2. The Board of Administration shall have the powers and duties necessary for the administration of the affairs of the Council of Co-Owners and may do all such acts and things as are not by law or these By-Laws directed to be done and/or exercised by the owners.

3. In addition to duties imposed by these By-Laws or by resolution of the Council of Co-Owners, the Board of Administration shall be responsible for the following:

(a) Care, upkeep, maintenance, repair and surveillance of the Condominium and the common elements and facilities and the limited common elements and facilities.

(b) Assessing and collecting the monthly assessments from the owners and any special assessments authorized by the Council of Co-Owners. The Board of Administration may not increase the monthly assessment more than ten (10%) percent annually without the approval of a majority of the Council of Co-Owners.

(c) Keeping a book with a detailed amount of the receipts and expenditures affecting the project and its administration specifying the maintenance and repair expenses on common elements and any other expenses incurred by or on behalf of the project. Both the book and the vouchers accrediting the entries made thereon shall be available for examination by all of the Co-Owners and holders of mortgages on any apartment space at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and be audited at least once a year by a Certified Public Accountant outside of the organization.

(d) Designation and dismissal of the personnel necessary for the maintenance and operation of the Condominium, the common elements and facilities and the limited common elements and facilities.

(e) Assignment and control of all parking spaces which are not designated as limited common elements by the Enabling Declaration or any amendment thereof.

(f) Without limiting the rights of any owner, action may be brought by the Board of Administration, or such other person designated by the By-Laws or the Council of Co-Owners on behalf of two (2) or more of the apartment owners, as their respective interests may appear, with respect to any cause of action relating to the common elements of more than one (1) apartment and/or to enforce any of the provisions, covenants, restrictions, conditions or obligations set out in said Act, Enabling Declaration or these By-Laws and/or to recover any sum or damages due.

4. The Board of Administration may employ for the Council of Co-Owners a management agent, at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article.

5. At the first meeting of the Council of Co-Owners, the term of office of the four members of the Board of Administration shall be fixed at 2 years. The term of office of three members shall be fixed at 1 year. At the expiration of the initial term of office of each respective member of the Board, his successor shall be elected to serve a term of 2 years. The members of the Board shall hold office until their successors have been elected and hold their first meeting.

6. Vacancies in the Board of Administration caused by any reason other than the removal of a member by a vote of the Council of Co-Owners shall be filled by a vote of the majority of the remaining members of the Board of Administration, even though they may constitute less than a quorum; and each person so elected shall be a member of the Board of Administration until a successor is elected at the next meeting, whether annual or special, of the Council of Co-Owners.

7. At any regular or special meeting duly called, any one or more of the members of the Board of Administration may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board of Administration, whose removal has been proposed by the owners, shall be given an opportunity to be heard at the meeting.

8. The first meeting of the Board of Administration following the election of any new members thereto shall be held within 15 days of election at such place as shall be fixed by members of said Board at the meeting at which said new members were elected, and no notice shall be necessary to the newly elected members in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

9. Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time, by a majority of its members, but at least two (2) such meetings shall be held during each year. Notice of regular meetings of the Board shall be given to each member, personally, or by mail, telephone, or telegraph, at least five (5) days prior to the day named for such meeting.

10. Special meetings of the Board of Administration may be called by the President on 3 days' notice to each member, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner, and on like notice on the written request of at least two (2) members of the Board of Administration.

11. Before, or at any meeting of the Board of Administration, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of said Board at any meeting of said Board shall be a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of said Board, no notice shall be required and any business may be transacted at such meeting.

12. At all meetings of the Board of Administration, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board of Administration. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. The Board of Administration may require that all officers and employees of the council of Co-Owners handling or responsible for funds belonging to the Council of Co-Owners shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Council of Co-Owners.

ARTICLE V

OFFICERS

1. The principal officers of the Council of Co-Owners shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Administration. The Board may appoint an Assistant Secretary, and such other officers as in their judgment may be necessary.

2. The officers of the Council of Co-Owners shall be elected annually by the Board of Administration at the organizational meeting of each new Board, or at any special meeting of the Board for such purpose.

3. Upon an affirmative vote of a majority of the members of the Board of Administration, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board for such purpose.

4. The President shall be the chief executive officer of the Council of Co-Owners. He shall preside at all meetings of the Council and of the Board of Administration. He shall have all of the general powers and duties, which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from the owners from time to time as he may decide is appropriate to assist in the conduct of the affairs of the Council of Co-Owners.

5. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Administration shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Administration.

6. The Secretary shall keep the minutes of all meetings of the Council of Co-Owners and of the Board of Administration. He shall have charge of such books and papers as the Board may direct, and he shall, in general, perform all the duties incident to the office of Secretary.

7. The Treasurer shall have responsibility for the funds and securities belonging to the Council of Co-Owners, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council of Co-Owners. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Council of Co-Owners in such depositories as may from time to time be designated by the Board of Administration.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

1. All owners of units in the condominium project are bound and obligated to contribute monthly or as otherwise periodically assessed by the Council of Co-Owners, or by the Board of Administration when authorized to do so by these By-Laws or by resolution of the Council of Co-Owners, their pro-rata part, in the same percentages established for undivided ownership of the general common elements by Paragraph 9 of the Enabling Declaration of the expenses of administration, upkeep, maintenance and repair of the general common elements of the Condominium, and in the proper case, of the limited common elements, as any and all such common elements are described and defined in said Declaration, and toward any other expense lawfully agreed upon by the Council of Co-Owners, each of which assessments shall become due and payable within 21 days from the date each assessment is made, unless otherwise specified in the Assessment. All such assessments shall pro-rata become liens against the respective apartments of the project at the time each such assessment becomes due and payable, subordinate, however, to certain other liens as stated in the Enabling Declaration. These assessments may include, but are not limited to amounts necessary to pay premiums for a liability insurance policy, non-ownership vehicle liability, and insurance policy to cover repair and reconstruction in case the improvements are damaged or destroyed by fire, earthquake, hurricane or other hazard, and bonds, and other insurance the Board of Administration may obtain. However, nothing included herein shall prejudice the right of each Co-Owner to insure his apartment on his own account and for his own benefit.

2. Every owner must promptly perform all maintenance and repair work within his own apartment, which if omitted would affect the property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

3. All the repairs of internal installations such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the individual apartment area shall be at the owner's expense.

4. An owner shall reimburse the Council of Co-Owners for any expenditures incurred in repairing or replacing any common elements and facilities damaged through his negligence.

5. All apartments shall be used and occupied for residential purposes only, except that Grantor may use apartments as sales offices as provided in the Enabling Declaration.

6. An owner shall not make structural modifications or alterations in his apartment or installations located therein without previously notifying the Council of Co-Owners in writing, through the Management Agent, if any, or through the President of the Board of Administration, if no Management Agent is employed. The Council of Co-Owners through said agent or President of the Board shall have the obligation to answer within 30 days, and failure to do so within said time shall mean that there is no objection to the proposed modification or alteration. However, if such owner shall be notified of any reasonable objection thereto, then such owner shall not make such structural modifications or changes.

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7. All drapes or drape linings visible from the exterior of any apartment shall be of a neutral, white or off-white color.

8. The Management Agent, if one is employed, or any other persons authorized by the Board of Administration or the Council of Co-Owners may enter any apartment in case of serious emergency originating in or threatening such apartment, whether the owner is present at the time or not.

9. An owner shall permit other owners, the Board of Administration, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that repairs for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

10. The parking or storage of inoperative motor vehicles upon the property is prohibited.

11. No resident of the Condominium project shall post any advertisements, or posters of any kind in or on the buildings except as authorized by the Board of Administration.

12. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping of small domestic animals as pets is permitted so long as in accordance with the ordinance of the City of Laredo. The Board of Administration may withdraw such approval in the event any such pet becomes a disturbance to other residents.

13. It is prohibited to hang garments, rugs, or any other items from the window or from any of the facades of the buildings.

14. It is prohibited to dust rugs or any other items from the windows, or to clean rugs or any other items by beating on the exterior part of the buildings.

15. No owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc. on the exterior of the buildings, except as authorized by the Board of Administration.

16. Each owner, and such owner's lessee, shall keep and perform all obligations imposed upon him under these By-Laws or by said Act, Enabling Declaration, and/or Rules and Regulations of the Council of Co-Owners.

ARTICLE VII

INDEMNIFICATION OF OFFICERS, MEMBERS OF THE BOARD OF ADMINISTRATION AND MANAGING AGENT

1. Indemnification. The Council of Co-Owners shall indemnify every member of the Board of Administration, Officer, Mananaging Agent, their respective successors, personal representatives and heirs, against all loss, cost and expense, including attorney's fees, reasonably incurred in connection with any action, suit or proceedings to which any of them may be a party for being or having been a member of the Board of Administration, Officer or Managing Agent of the Council of Co-Owners, except as to matters finally adjudged in such action, suit or proceeding to have constituted willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the

settlement as to which the Council of Co-Owners is advised by counsel that the person to be indemnified has not been guilty of willful misconduct in the performance of his duty as such member of the Board of Administration, Officer or Managing Agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such member of the Board of Administration, Officer or Managing Agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Council of Co-Owners by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Council of Co-Owners as Common Expenses; provided, however, that nothing herein contained shall obligate the Council of Co-Owners to indemnify any member who is or has been a member of the Board of Administration or Officer of the Council of Co-Owners with respect to any duties or obligations assumed or liabilities incurred by him as the Owner of an apartment unit.

2. Contracts. Contracts or other commitments made by the Board of Administration, Officers or the Managing Agent shall be made as agent for the Council of Co-Owners and the apartment owners; and members of the Board of Administration, Officers or Managing Agent shall have no personal responsibility thereon, except as apartment owners. The liability of any apartment owner on any such contract or commitment shall be limited to the proportionate share of the total liability thereof as the interest in the Common Elements of each owner bears to the aggregate interest in the Common Elements of all the Owners.

ARTICLE VIII

AMENDMENTS

These By-Laws may be amended by the Council of Co-Owners in a duly constituted special meeting for such purpose or in any regular meeting. No amendment shall take effect unless approved by owners representing at least 51% of the total votes in accordance with percentages established for undivided ownership in the general common elements by Paragraph 9 of the Enabling Declaration.

ARTICLE IX

MORTGAGEES

1. An owner who mortgages his unit, shall notify the Council of Co-Owners through the Management Agent, if any, or the President of the Board of Administration in the event there is no Management Agent, the name and address of his mortgagee; and the Council of Co-Owners shall maintain such information in a book kept for that specific purpose.

2. The Council of Co-Owners shall at the request of a mortgagor of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE X

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Texas Condominium Act and the provisions of said Enabling Declaration. In case these By-Laws conflict with the provisions of said Act or said Enabling Declaration, it is hereby agreed and accepted that the provisions of the Act and said Enabling Declaration shall govern.

Dated and Executed by the undersigned owner this the 22nd
day of April, 1982.

GALO INVESTMENT GROUP
BY: GALO DEVELOPMENT CORPORATION,
PARTNER

BY: Efrain Pena Jr
EFRAIN PENA, JR., VICE-PRESIDENT

STATE OF TEXAS X

COUNTY OF WEBB X

BEFORE ME, the undersigned authority, on this day personally
appeared EFRAIN PENA, JR., Vice-President of Galo Development Corporation,
a Partner of GALO INVESTMENT GROUP, known to me to be the person and
officer whose name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same as the act of such cor-
poration for the purposes and consideration therein expressed and in
the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 22nd
day of April, 1982.

Irma A. Soto
Notary Public, Webb County, Texas
IRMA A. SOTO

My Commission Expires: JUNE 23, 1985

2 MAR 2 1982

Survey Plat: Part of Building A showing the location, Square footage and the Dimensions of the units hereon designated as Units 1 and 3

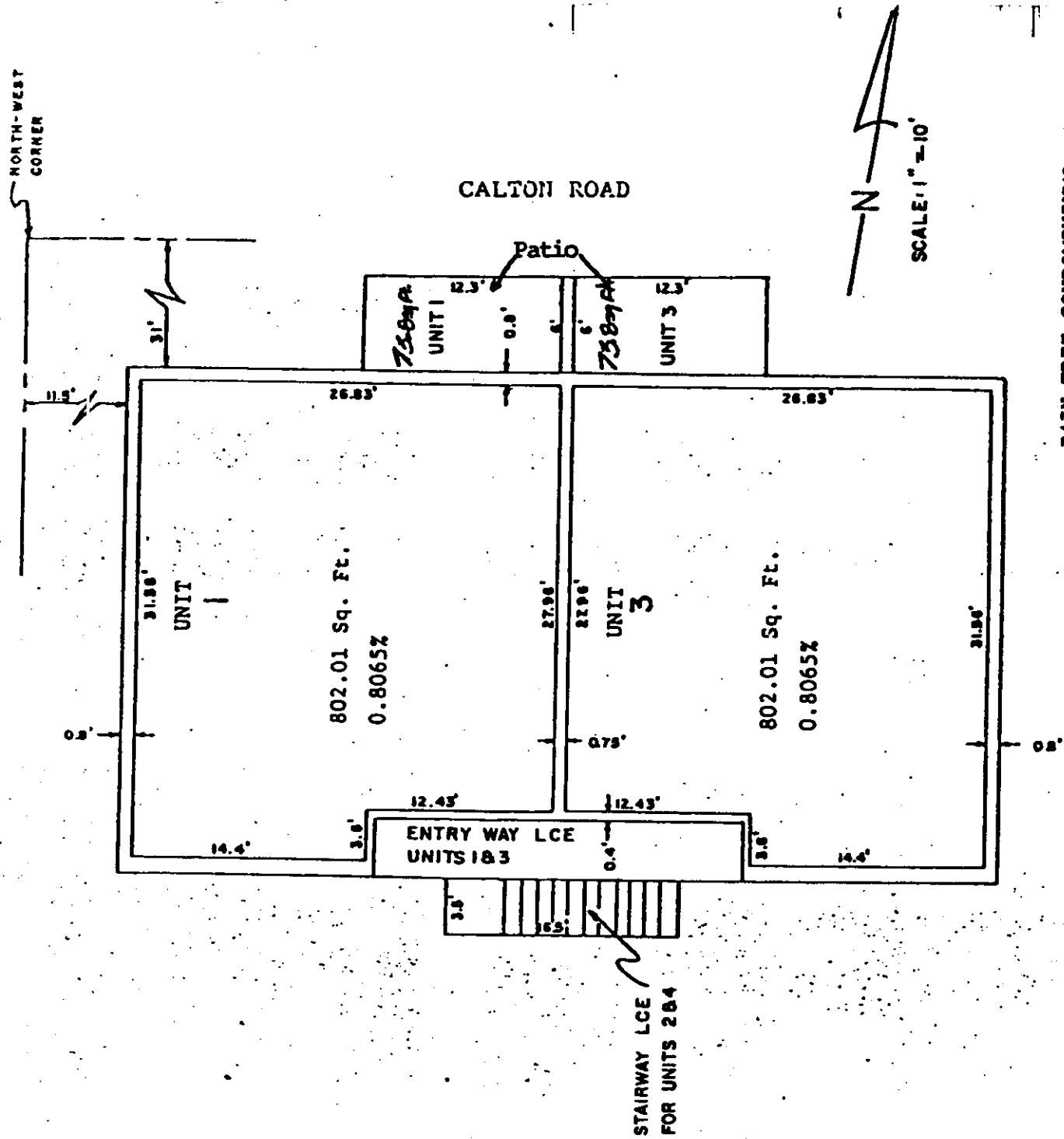
Dimensions of Units are to the inside walls

All areas on this floor outside of the units are part of the common element.

FIRST FLOOR BLDG. A

Fin. Flr. 100.0

Fin. Ceil. 108.0



RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2

Northern Addition

Webb County, Texas

PLAN 641

Survey Plat: Part of Building A showing the location, Square footage and the Dimensions of the units hereon designated as Units 5 and 7

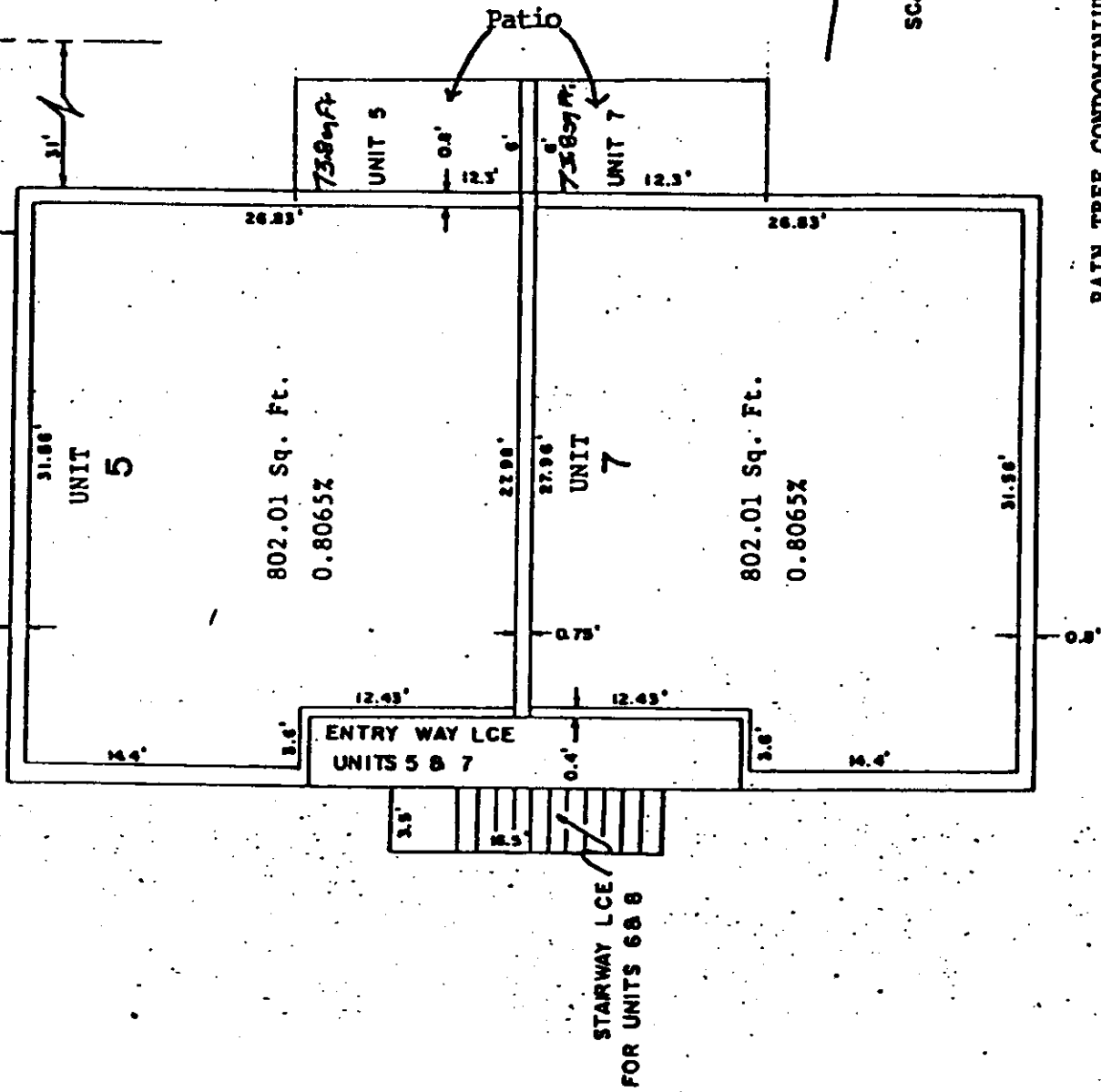
Dimensions of Units are to the inside walls

All areas on this floor outside of the units are part of the common element.

FIRST FLOOR BLDG. A

Fin. Flr. 100.0

Fin. Ceil. 108.0



RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2

Northern Addition

City of Laredo

Webb County, Texas

Survey Plat: Part of Building A showing the location, Square footage and the Dimensions of the units hereon designated as Units 9 and 11

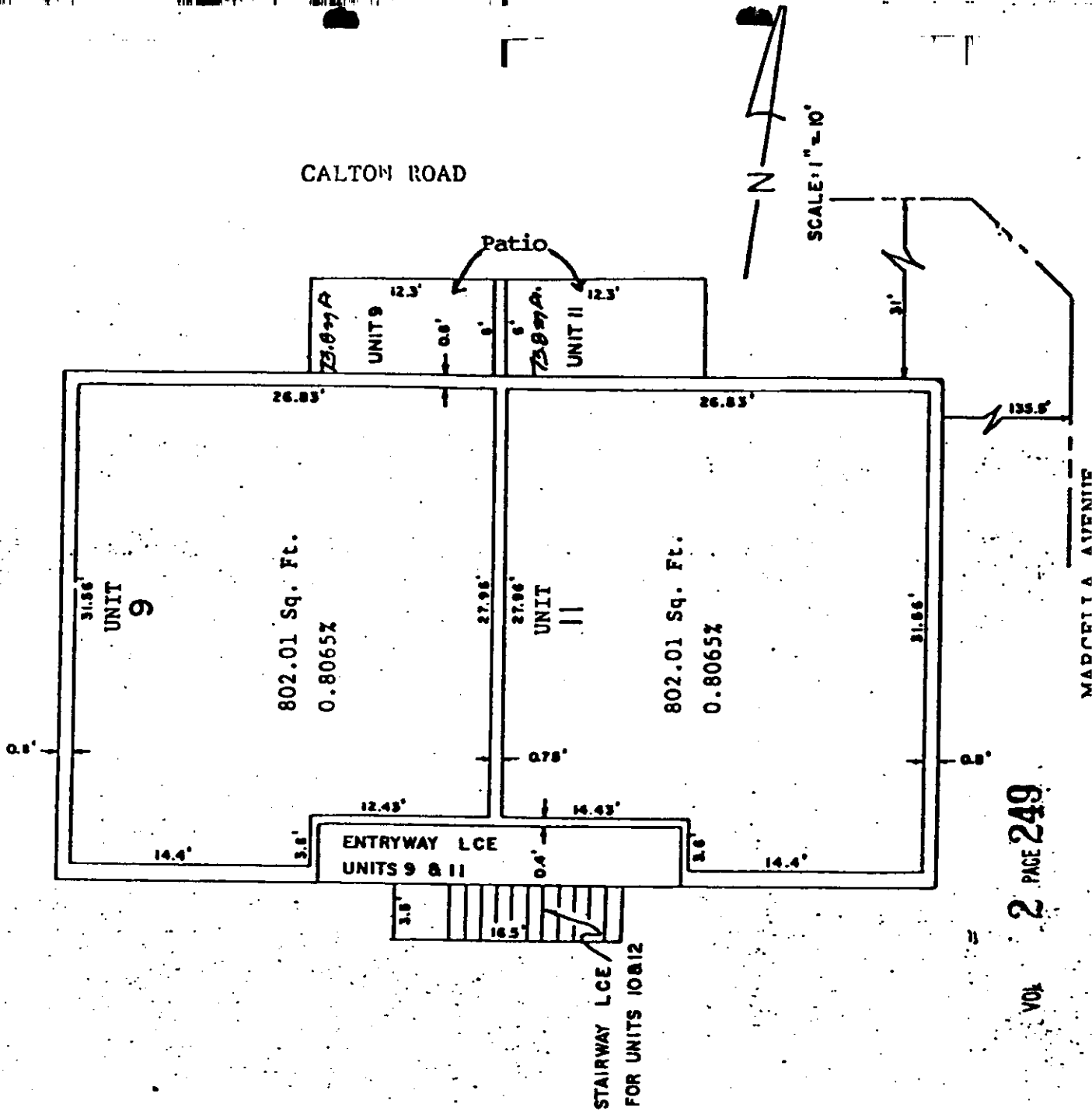
Dimensions of Units are to the inside walls

All areas on this floor outside of the units are part of the common element.

FIRST FLOOR BLDG. A

Fin. Flr. 1000

Fin. Ceil. 1080



RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas

Survey Plat: Part of Building A showing the location, Square footage and the Dimensions of the units hereon designated as Units 13 and 15

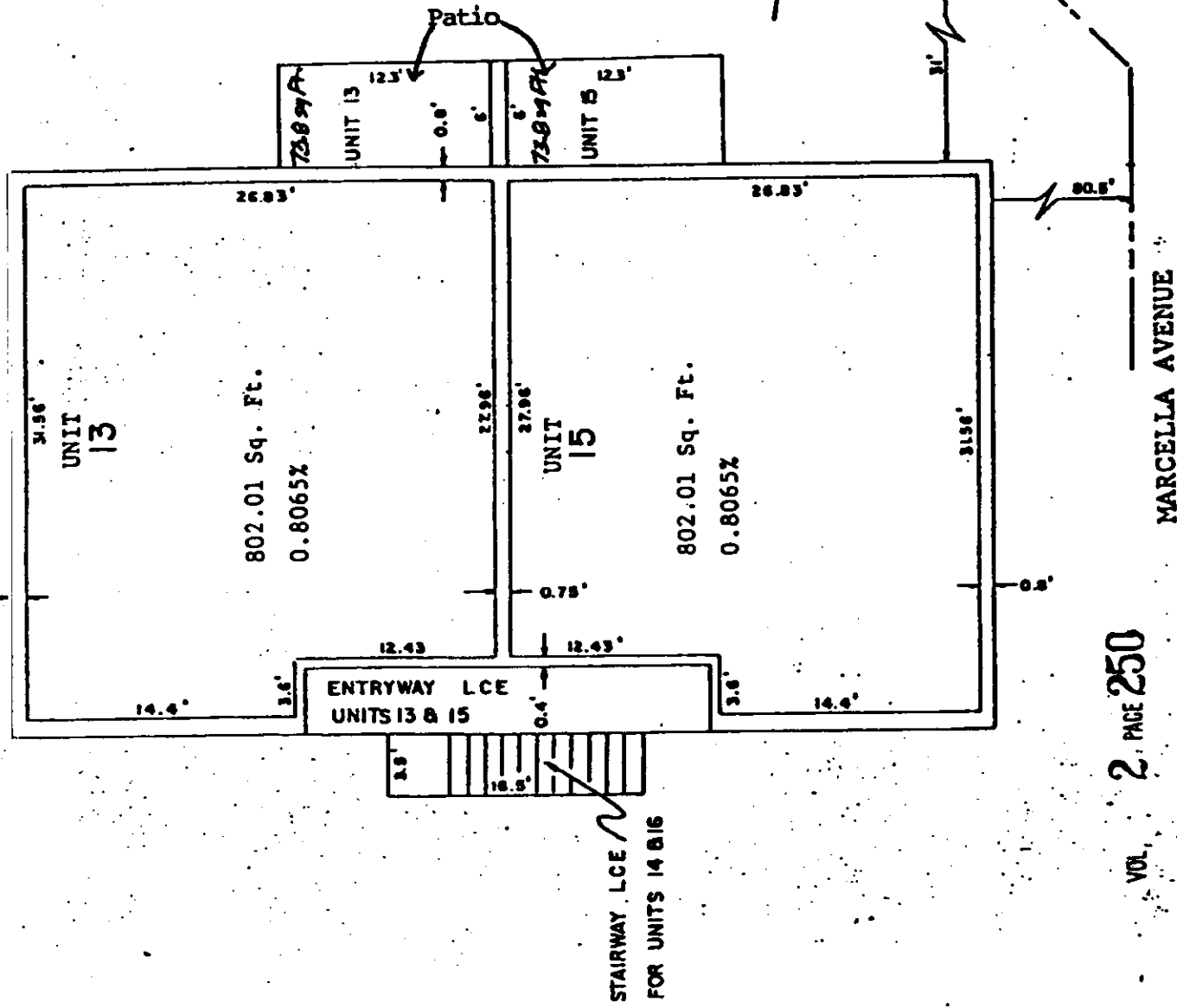
Dimensions of Units are to the inside walls

All areas on this floor outside of the units are part of the common element.

FIRST FLOOR BLDG. A

Fin. Flr. 100.0

Fin. Ceil. 1080



RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas

Survey Plat: Part of Building A showing the location, Square footage and the Dimensions of the units hereon designated as Units 17 and 19

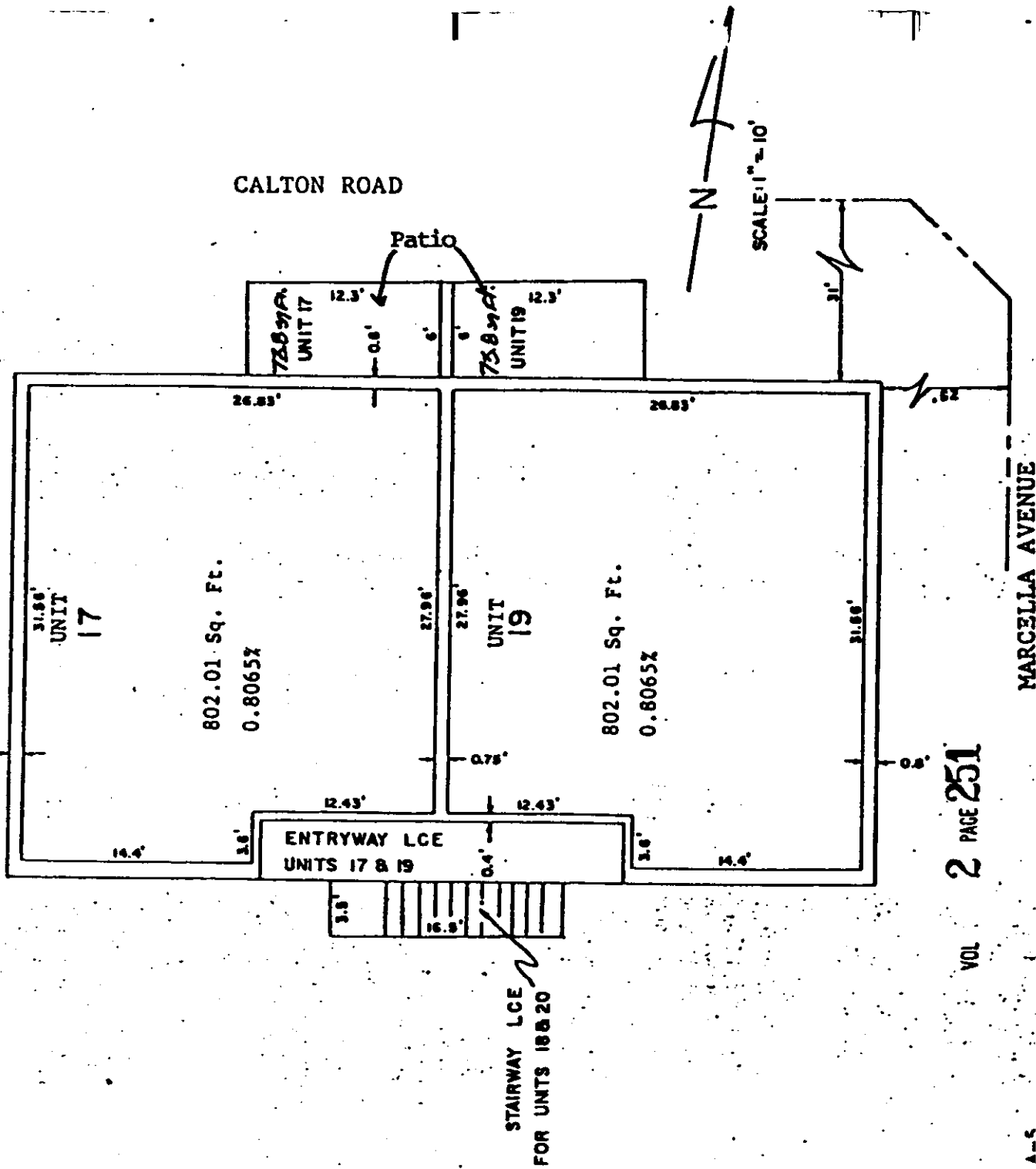
Dimensions of Units are to the inside walls

All areas on this floor outside of the units are part of the common element.

FIRST FLOOR BLDG. A

Fin. Flr. 100.0

Fin. Ceil. 108.0



RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2

Northern Addition

City of Laredo

Webb County, Texas

Survey Plat: Part of Building A showing the location, Square footage and the Dimensions of the units hereon designated as Units 2 and 4

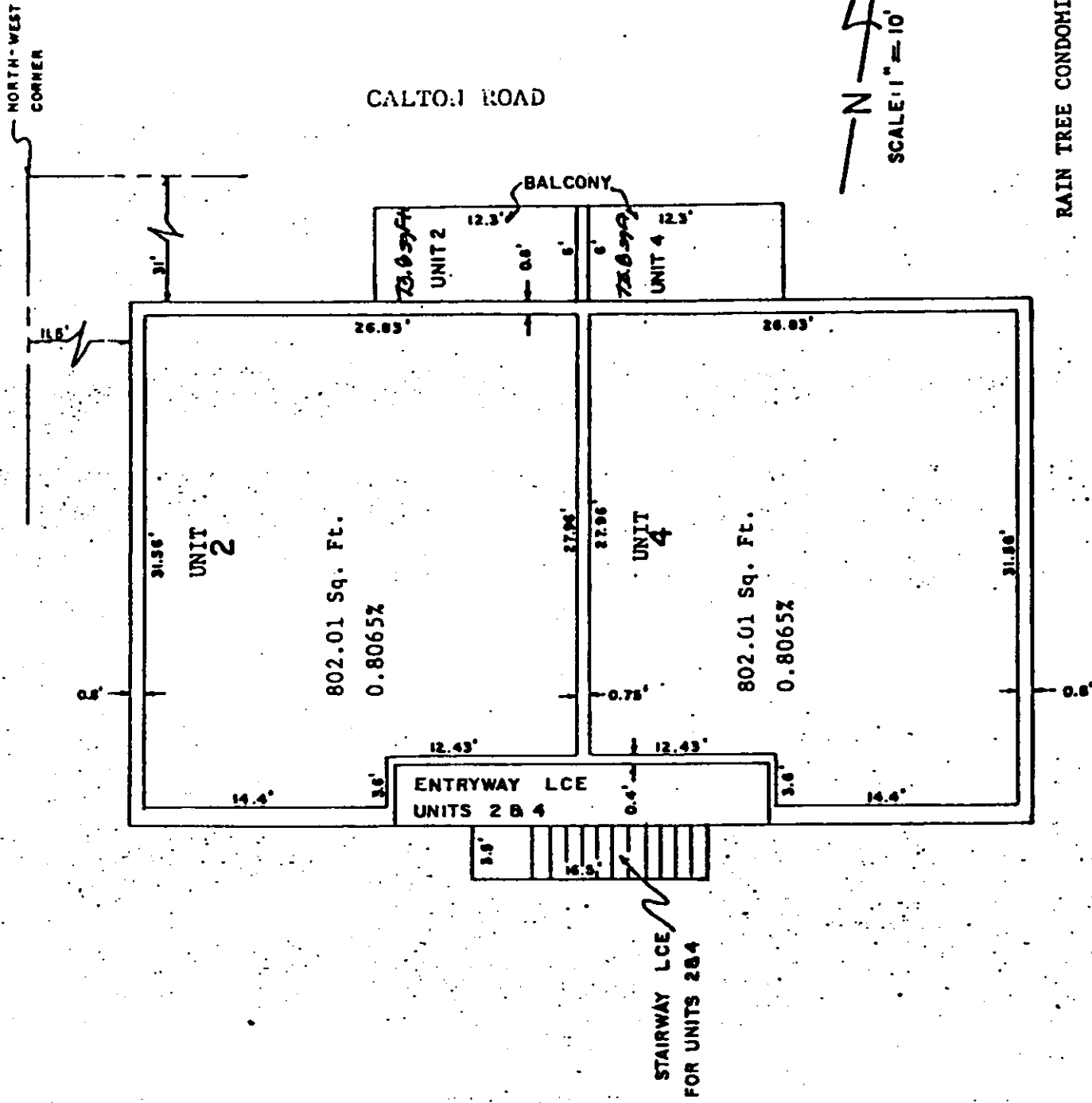
Dimensions of Units are to the inside walls

All areas on this floor outside of the units are part of the common element.

SECOND FLOOR BLDG. A

Fin. Flr. 109.5

Fin. Ceil. 117.5



RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No.
Northern Addition
City of Laredo
Webb County, Texas

Survey Plat: Part of Building A showing the location, Square footage and the Dimensions of the Units hereon designated as Units 6 and 8

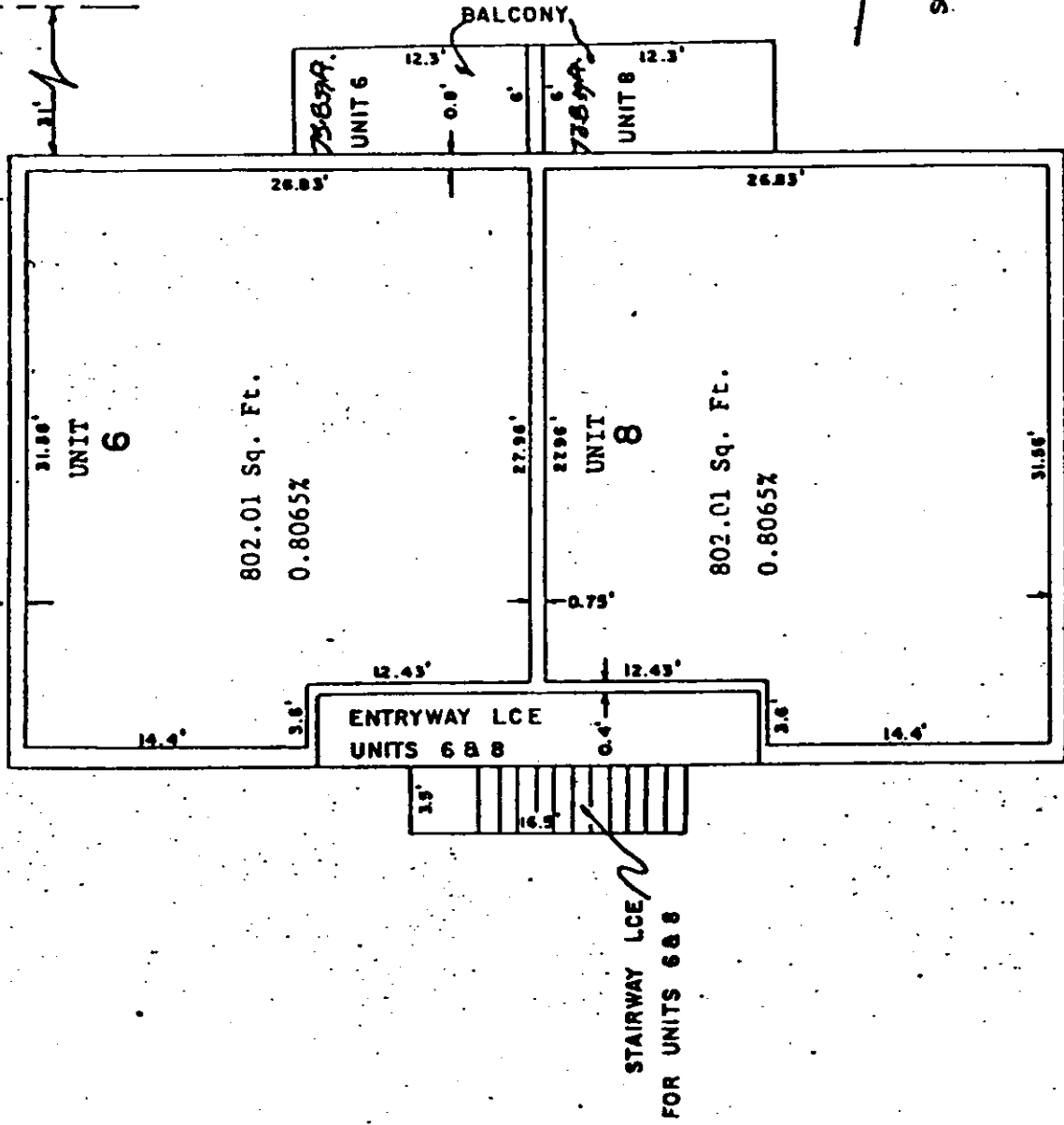
Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

COND FLOOR BLDG. A

Fin. Flr. 109.5

Fin. Ceil. 117.5



RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. —
 Northern Addition
 City of Laredo
 Webb County, Texas

Survey Plat: Part of Building A showing the location, Square footage and the Dimensions of the Units hereon designated as Units 10 and 12

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

SECOND FLOOR BLDG. A

Fin. Flr. 109.5

Fin. Ceil. 117.5

RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2

Northern Addition

City of Laredo

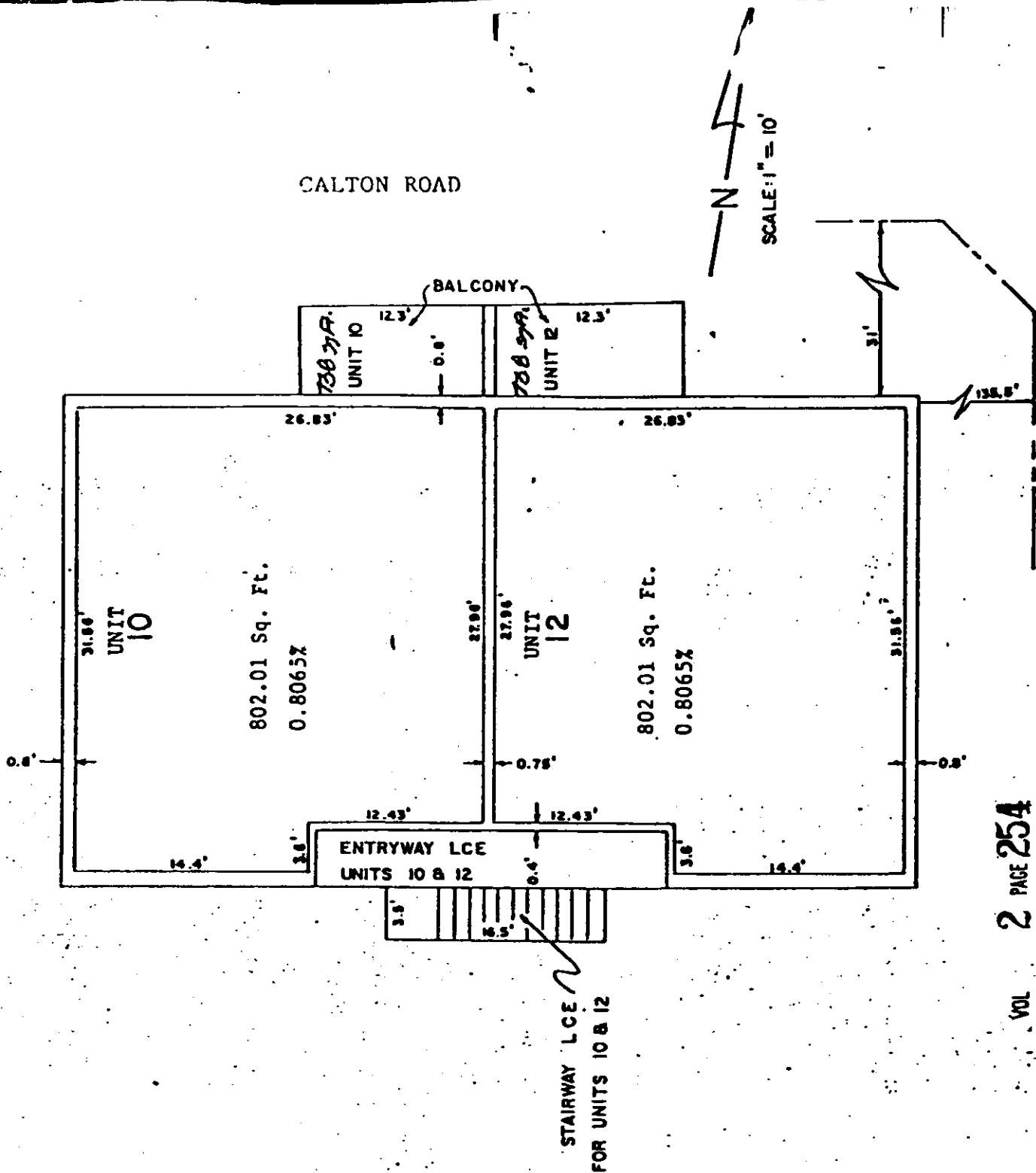
Webb County, Texas

EXHIBIT A-B

VOL

2 PAGE 254

MARCELLA AVENUE



CALTON ROAD

N
SCALE: 1" = 10'

BALCONY

730 sq. ft.
UNIT 10

730 sq. ft.
UNIT 12

UNIT 10

802.01 Sq. Ft.
0.8065%

UNIT 12

802.01 Sq. Ft.
0.8065%

ENTRYWAY LCE
UNITS 10 & 12

STAIRWAY LCE
FOR UNITS 10 & 12

Survey Plat: Part of Building A showing the location, Square footage and the Dimensions of the Units hereon designated as Units 14 and 16

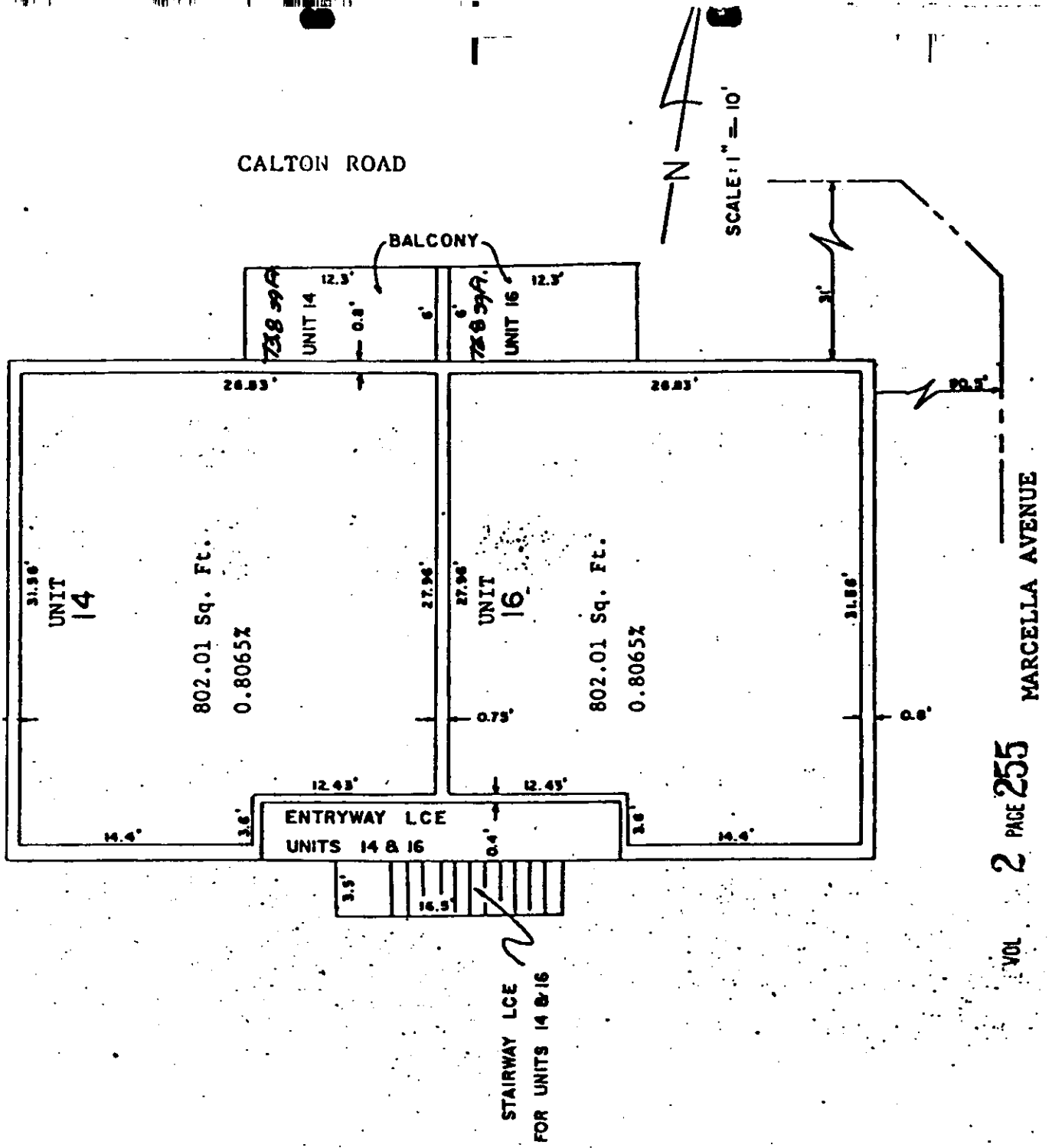
Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

SECOND FLOOR BLDG. A

Fin. Flr. 109.5

Fin. Cell. 117.5



RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas

Survey Plat: Part of Building A showing the location, Square footage and the Dimensions of the Units hereon designated as Units 18 and 20

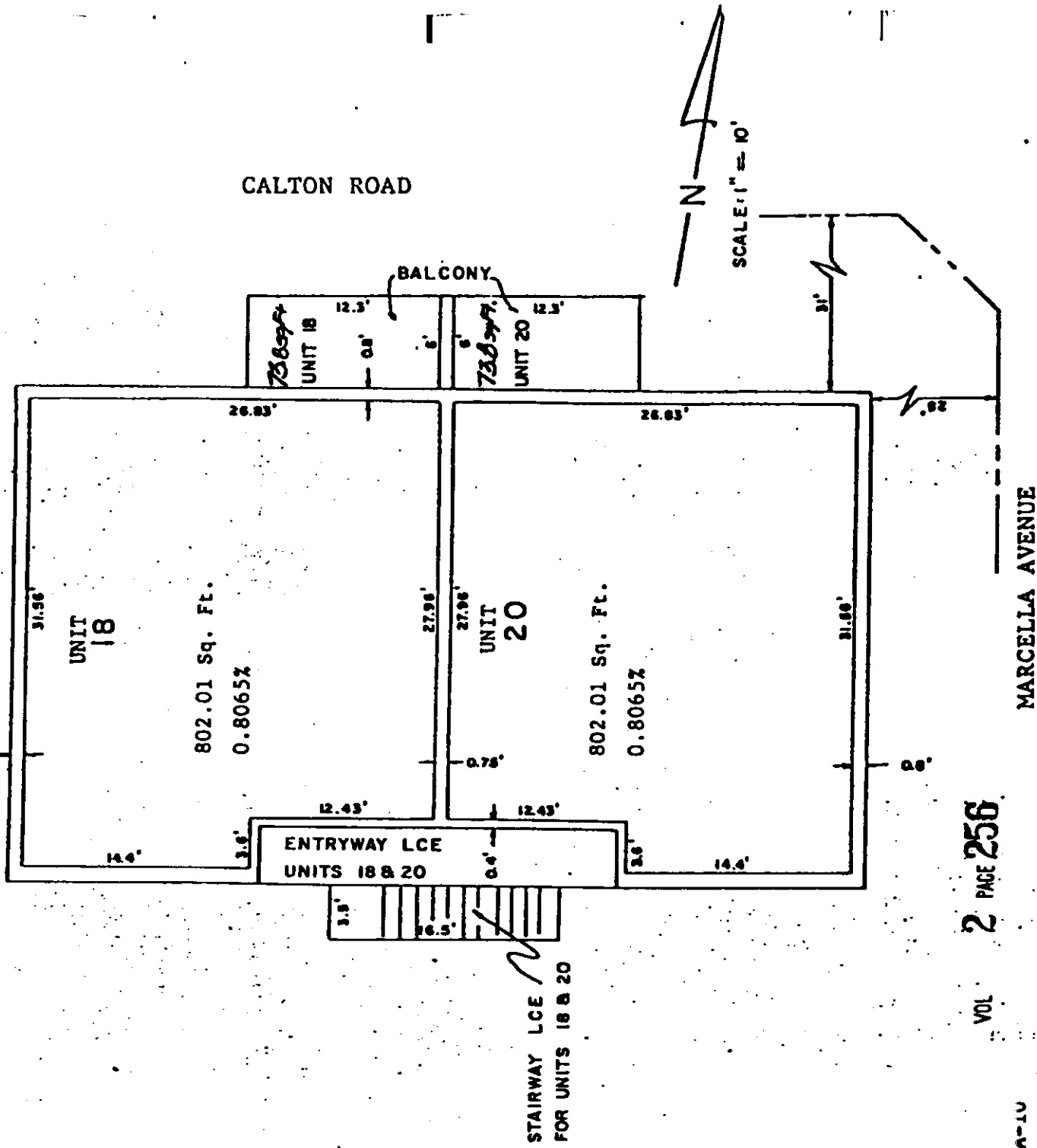
Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

SECOND FLOOR BLDG. A

Fin. Flr. 109.5

Fin. Cell. 117.5



RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2

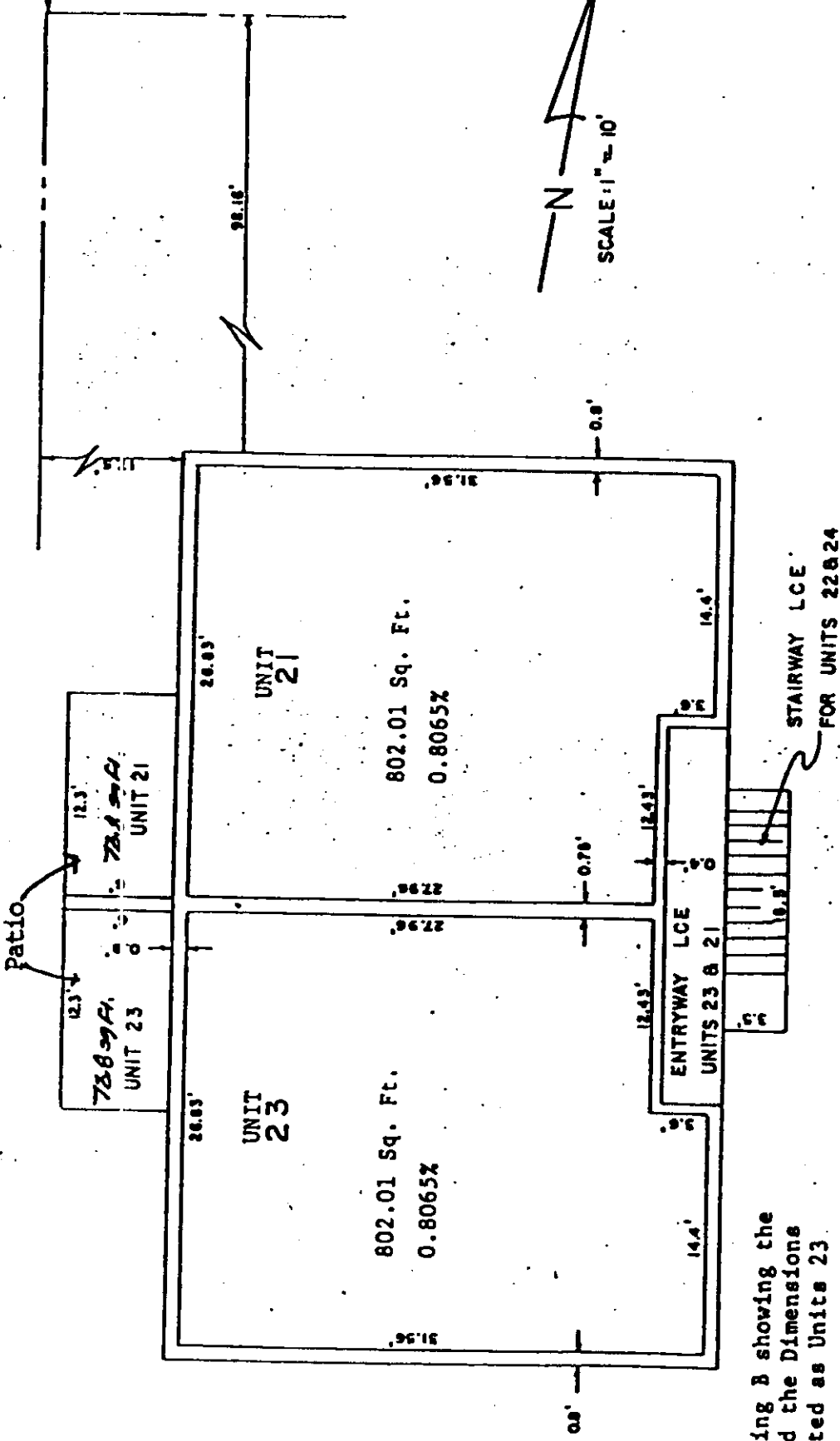
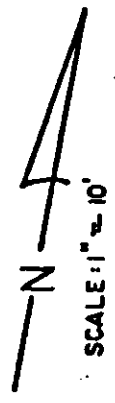
Northern Addition

City of Larado

WEBB COUNTY, TEXAS

NORTH-WEST
CORNER

CALTON ROAD



FIRST FLOOR BLDG. B

Fin. Flr. 100.30

Fin. Ceil. 108.30

Survey Plat: Part of Building B showing the location, Square footage and the Dimensions of the Units hereon designated as Units 23 and 21

Dimensions of Units are to the inside walls

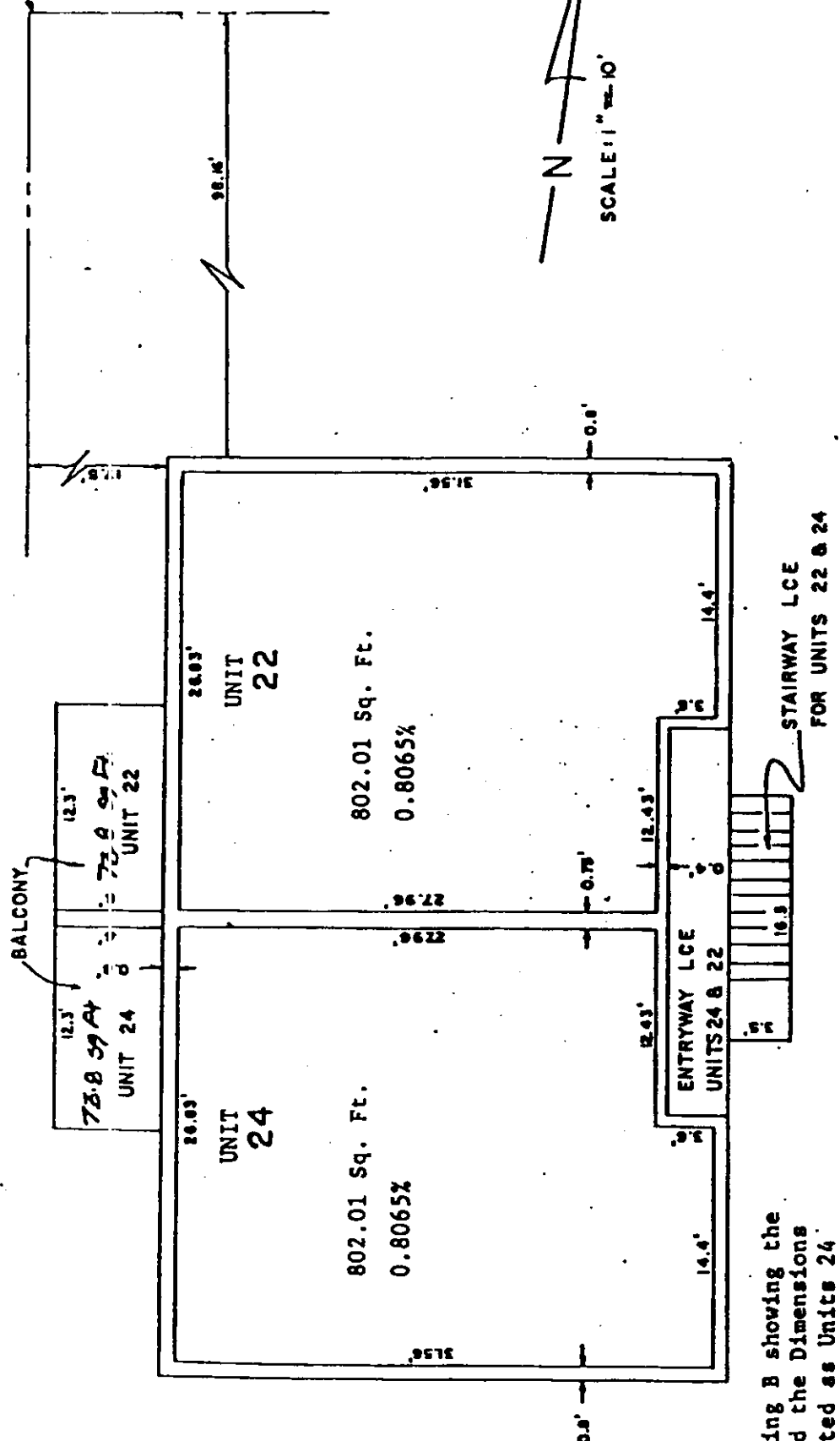
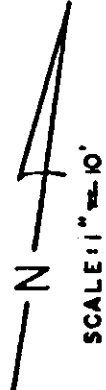
All areas on this floor outside of the Units are part of the common element.

RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
Northern Addition
City of Laredo
Webb County, Texas

NORTH-WEST
CORNER

CALTON ROAD



Survey Plat: Part of Building B showing the location, Square footage and the Dimensions of the Units hereon designated as Units 24 and 22

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

SECOND FLOOR BLDG. B

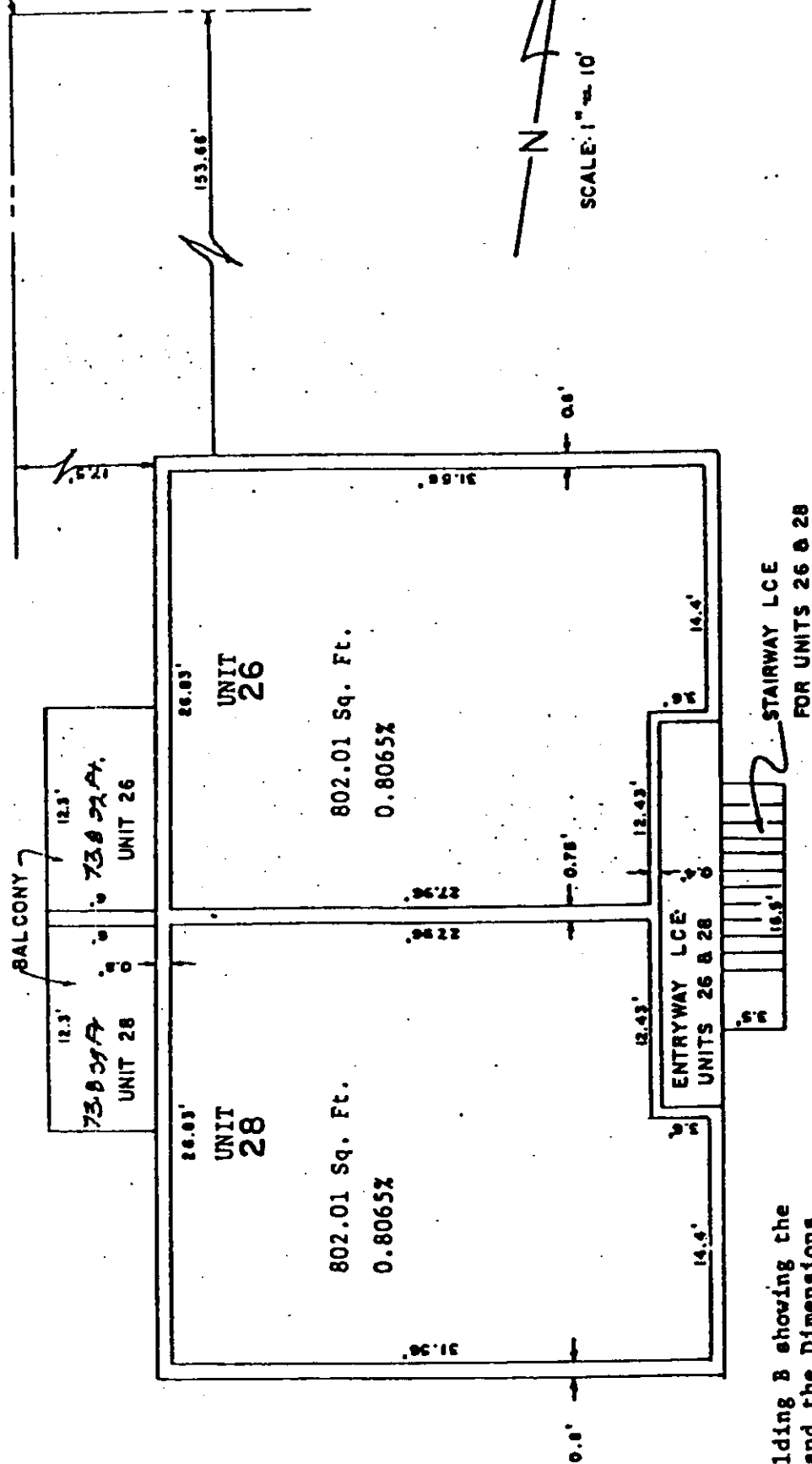
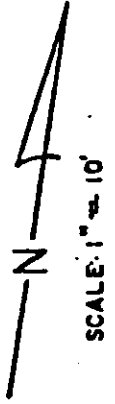
Fin. Flr. 109.80

Fin. Ceil. 117.80

RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas

NORTH-WEST CORNER

CALTON ROAD



Survey Plat: Part of Building B showing the location, Square footage and the Dimensions of the Units hereon designated as Units 28 and 26

Dimensions of Units are to the inside walls
All areas on this floor outside of the Units are part of the common element.

SECOND FLOOR BLDG. B

Fin. Flr. 109.80

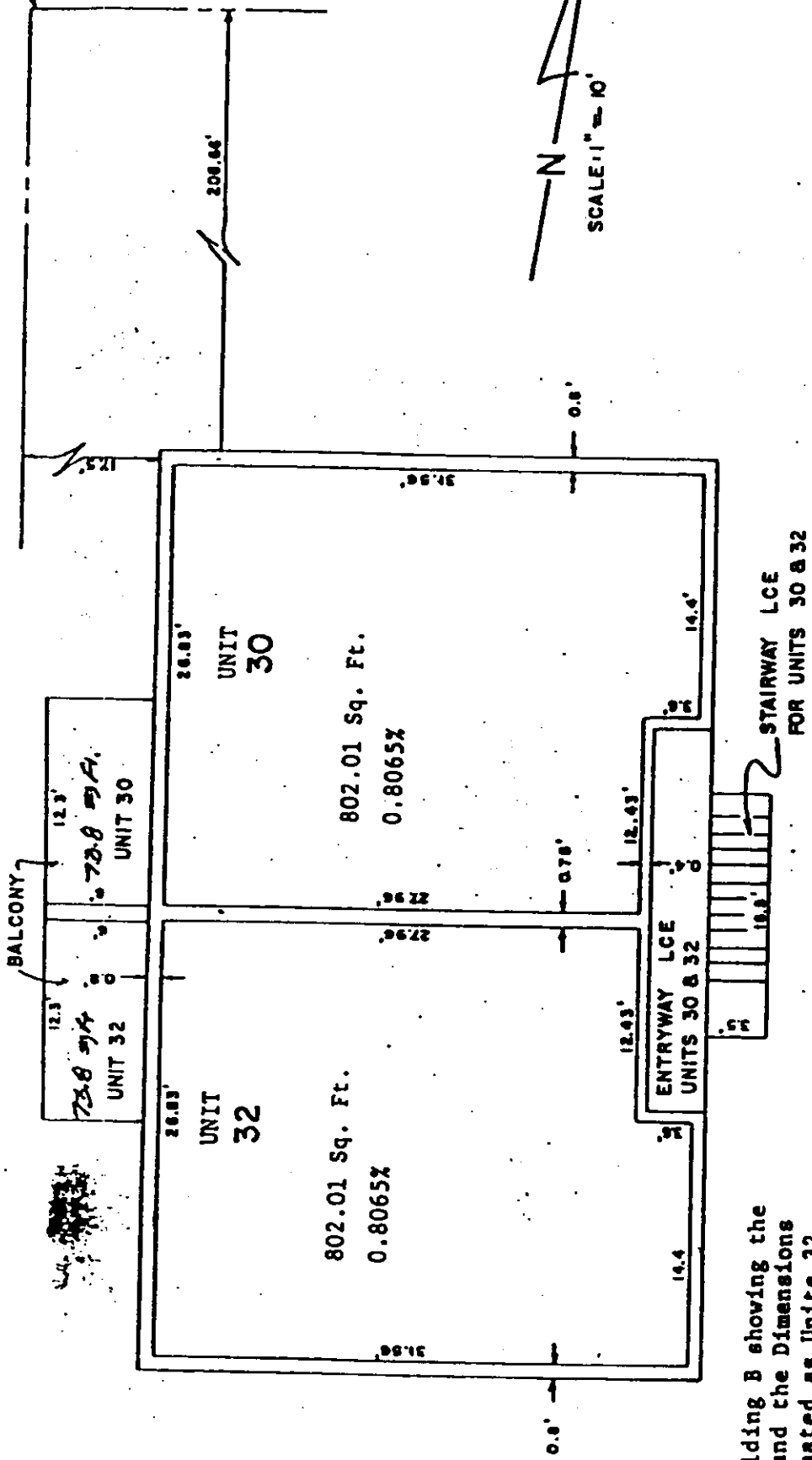
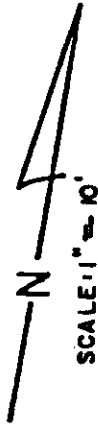
Fin. Ceil. 117.80

STAIRWAY LCE
FOR UNITS 26 & 28

RAIN TREE CONDOMINIUMS
Calton Gardens Subdivision No. 2
Northern Addition
City of Laredo
Webb County, Texas

CALTON ROAD

NORTH WEST CORNER



Survey Plat: Part of Building B showing the location, Square footage and the Dimensions of the Units hereon designated as Units 32 and 30

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

SECOND FLOOR BLDG. B

Fin. Flr. 109.80

Fin. Ceil. 117.80

STAIRWAY LCE
FOR UNITS 30 & 32

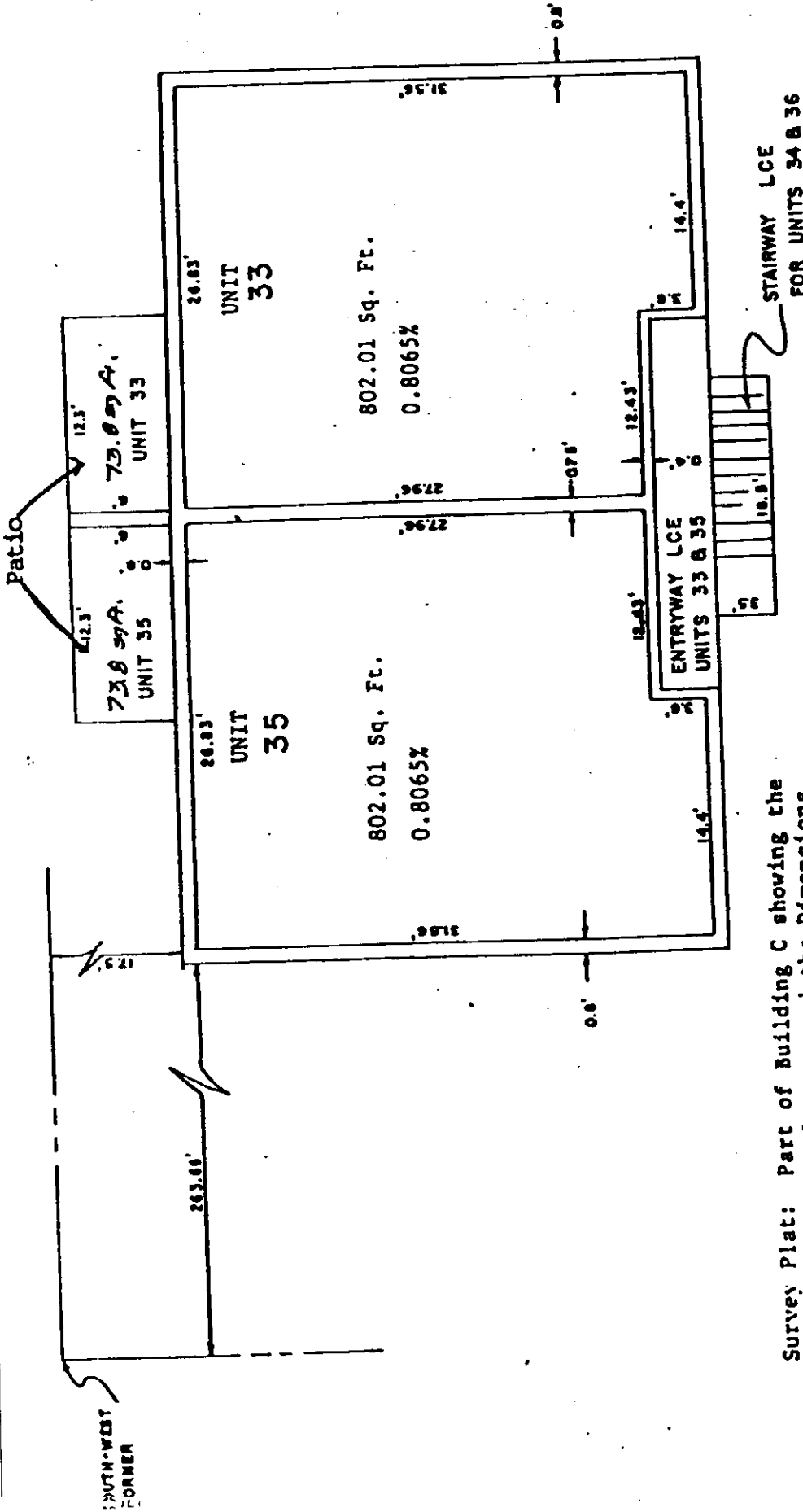
RAIN TREE CONDOMINIUMS

Calton Gardens' Subdivision No. 2

Northern Addition

City of Laredo

Webb County, Texas



Survey Plat: Part of Building C showing the location, Square footage and the Dimensions of the Units hereon designated as Units 35 and 33

Dimensions of Units are to the inside walls

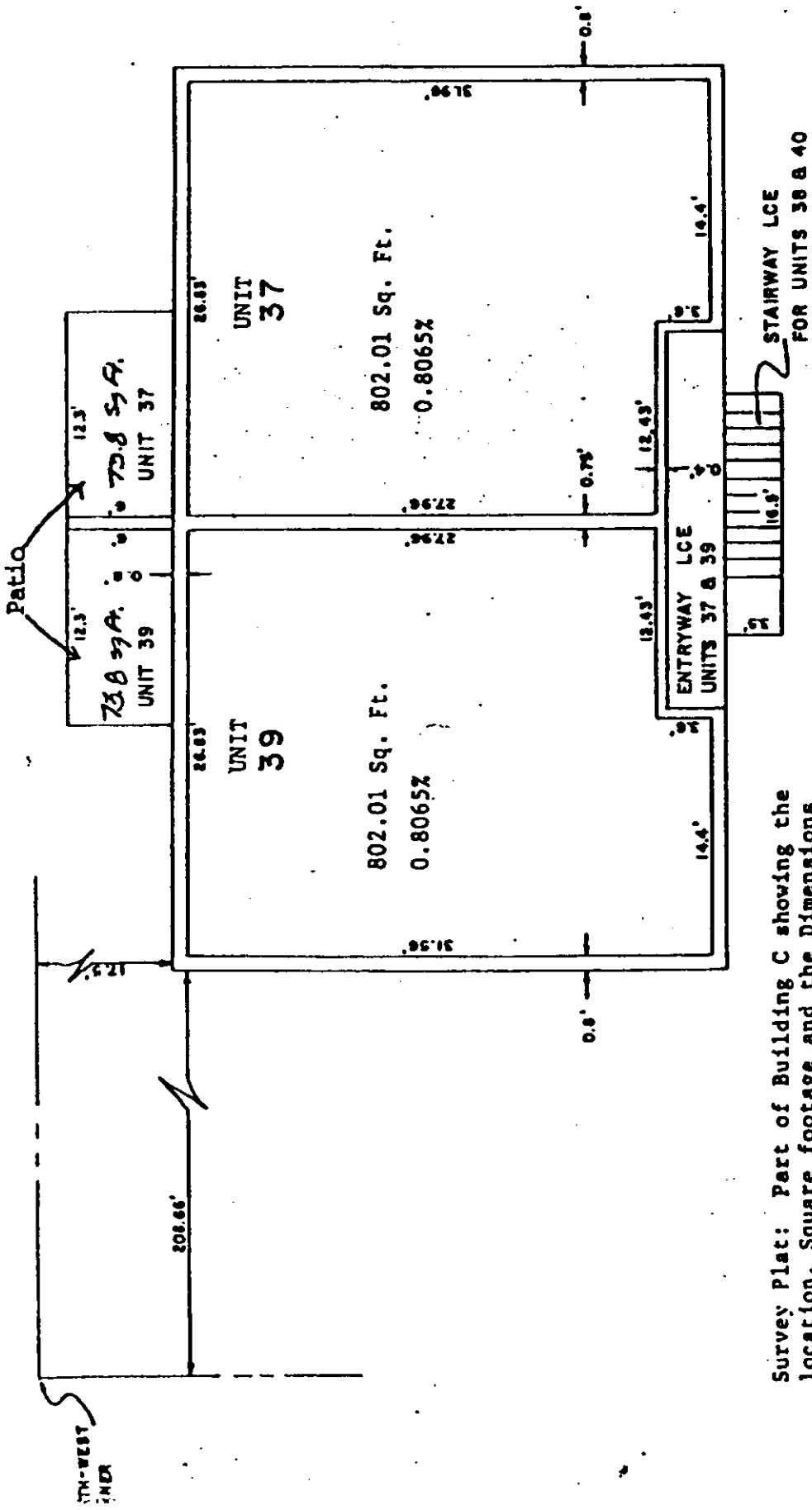
All areas on this floor outside of the Units are part of the common element.

FIRST FLOOR BLDG. C

Fin. Flr. 100.35

Fin. Cell. 108.35

RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No.
 Northern Addition
 City of Laredo
 Webb County, Texas



Survey Plat: Part of Building C showing the location, Square footage and the Dimensions of the Units hereon designated as Units 39 and 37

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

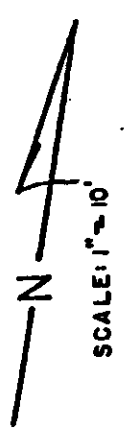
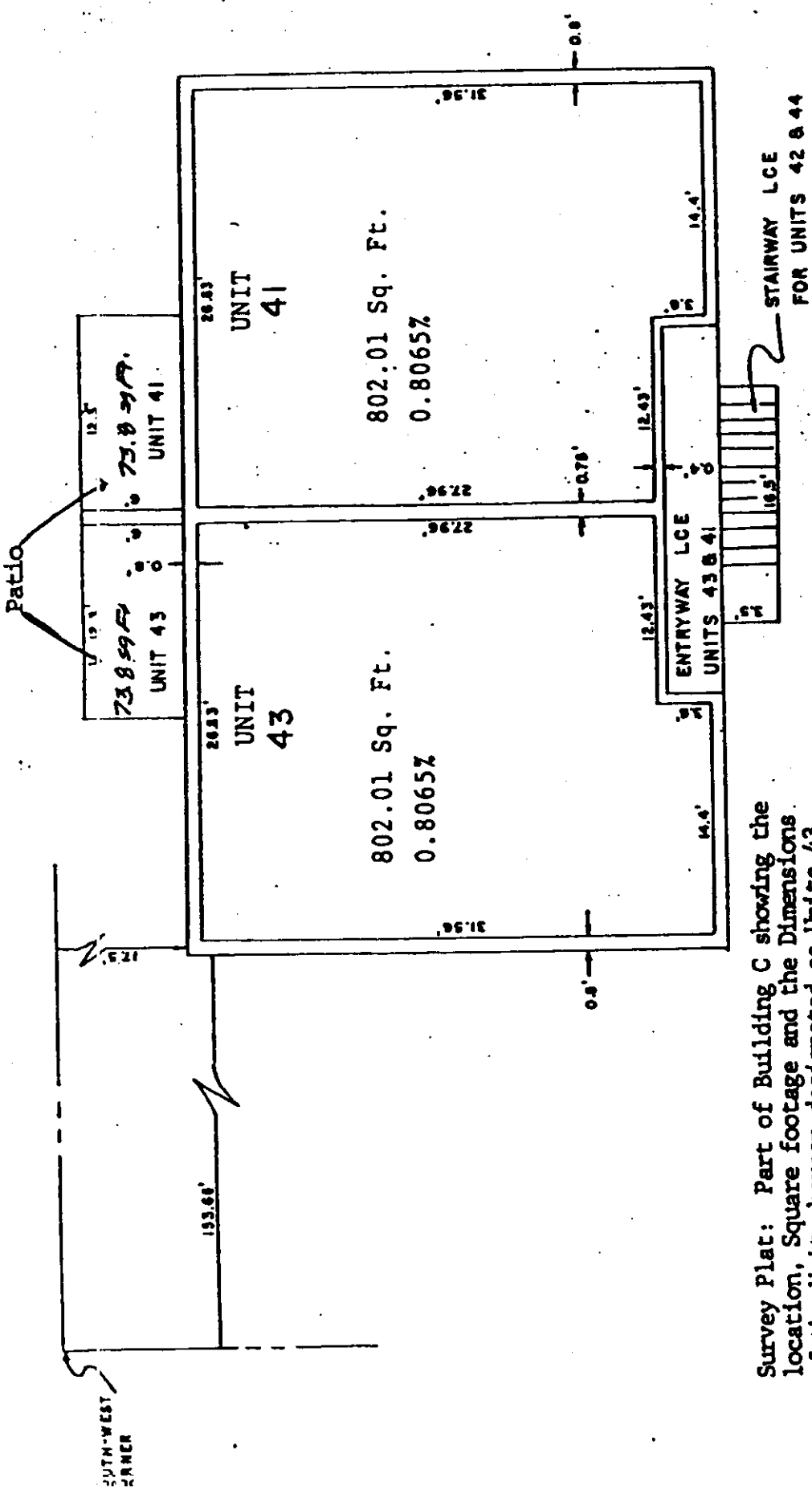
FIRST FLOOR BLDG. C

Fin. Flr. 100.35

Fin. Cell. 109.35

RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
Northern Addition
City of Laredo
Webb County, Texas



Survey Plat: Part of Building C showing the location, Square footage and the Dimensions of the Units hereon designated as Units 43 and 41

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

FIRST FLOOR BLDG. C

Fin. Flr. 100.35

Fin. Cell. 108.35

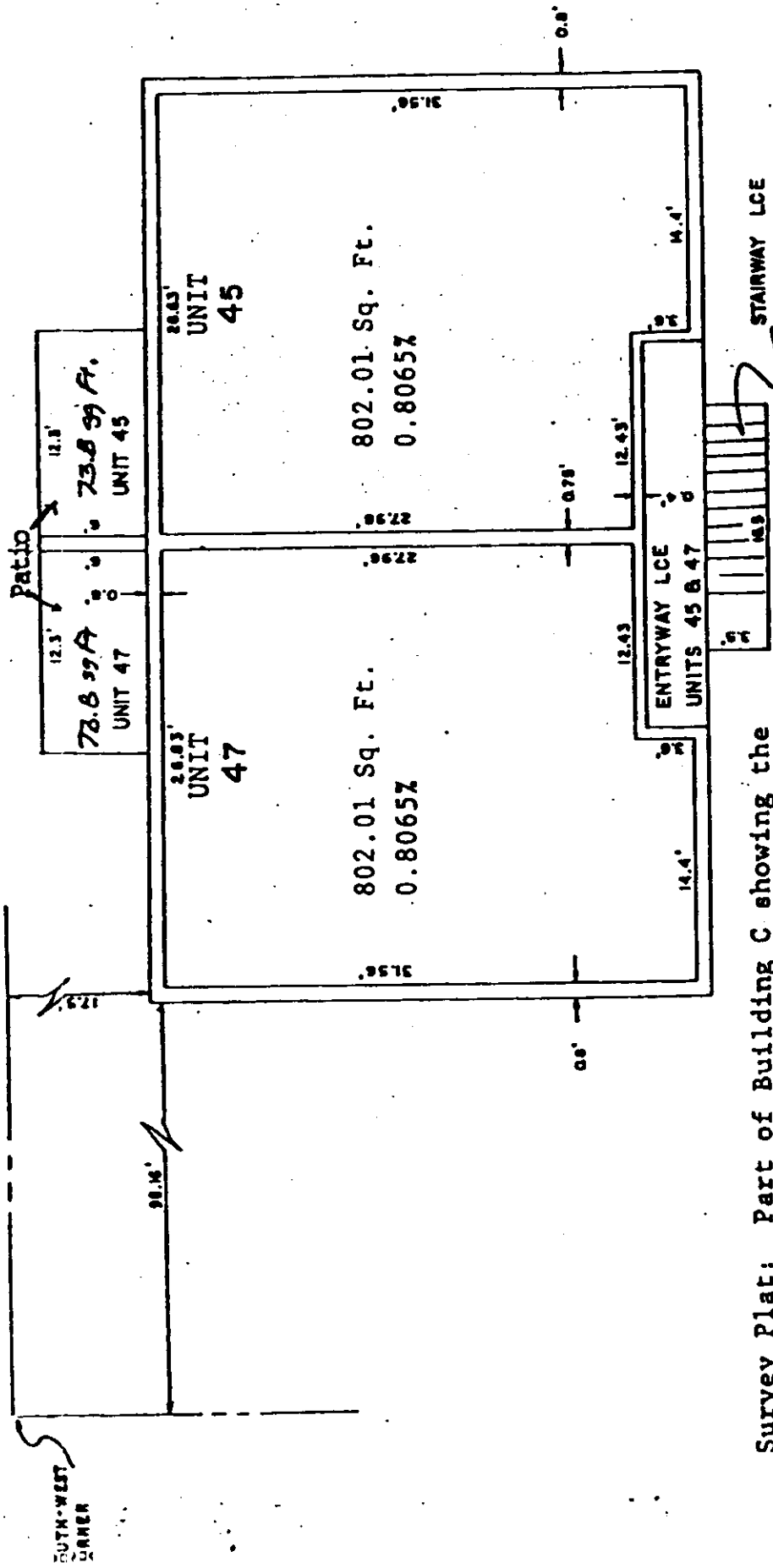
RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2

Northern Addition

City of Laredo

Webb County, Texas



Survey Plat: Part of Building C showing the location, Square footage and the Dimensions of the Units hereon designated as Units 47 and 45

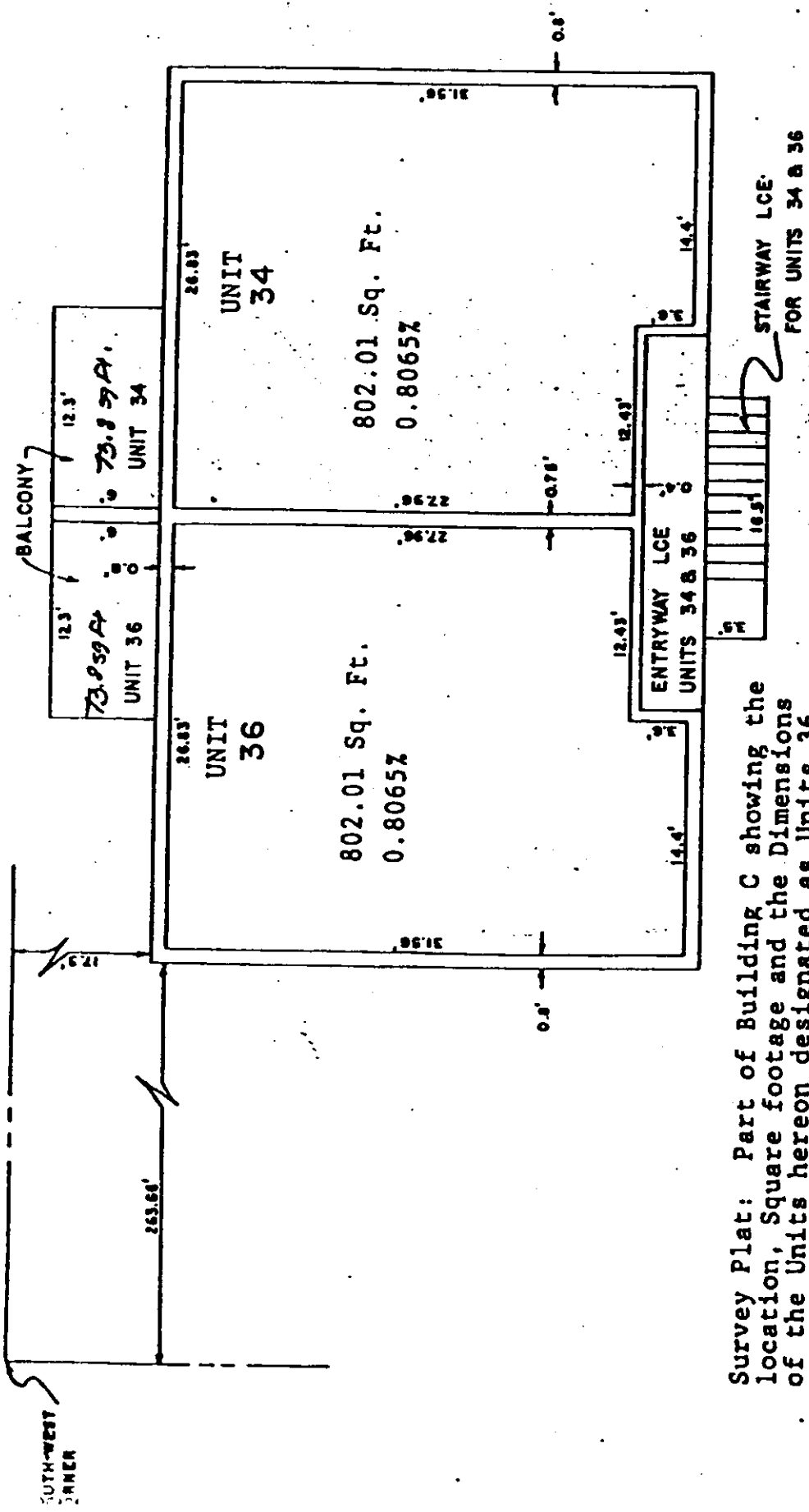
Dimensions of Units are to the inside walls
 All areas on this floor outside of the Units are part of the common element.

FIRST FLOOR BLDG. C

Fin. Flr. 100.35

Fin. Ceil. 108.35

RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



N
SCALE: 1" = 10'

Survey Plat: Part of Building C showing the location, Square footage and the Dimensions of the Units hereon designated as Units 36 and 34

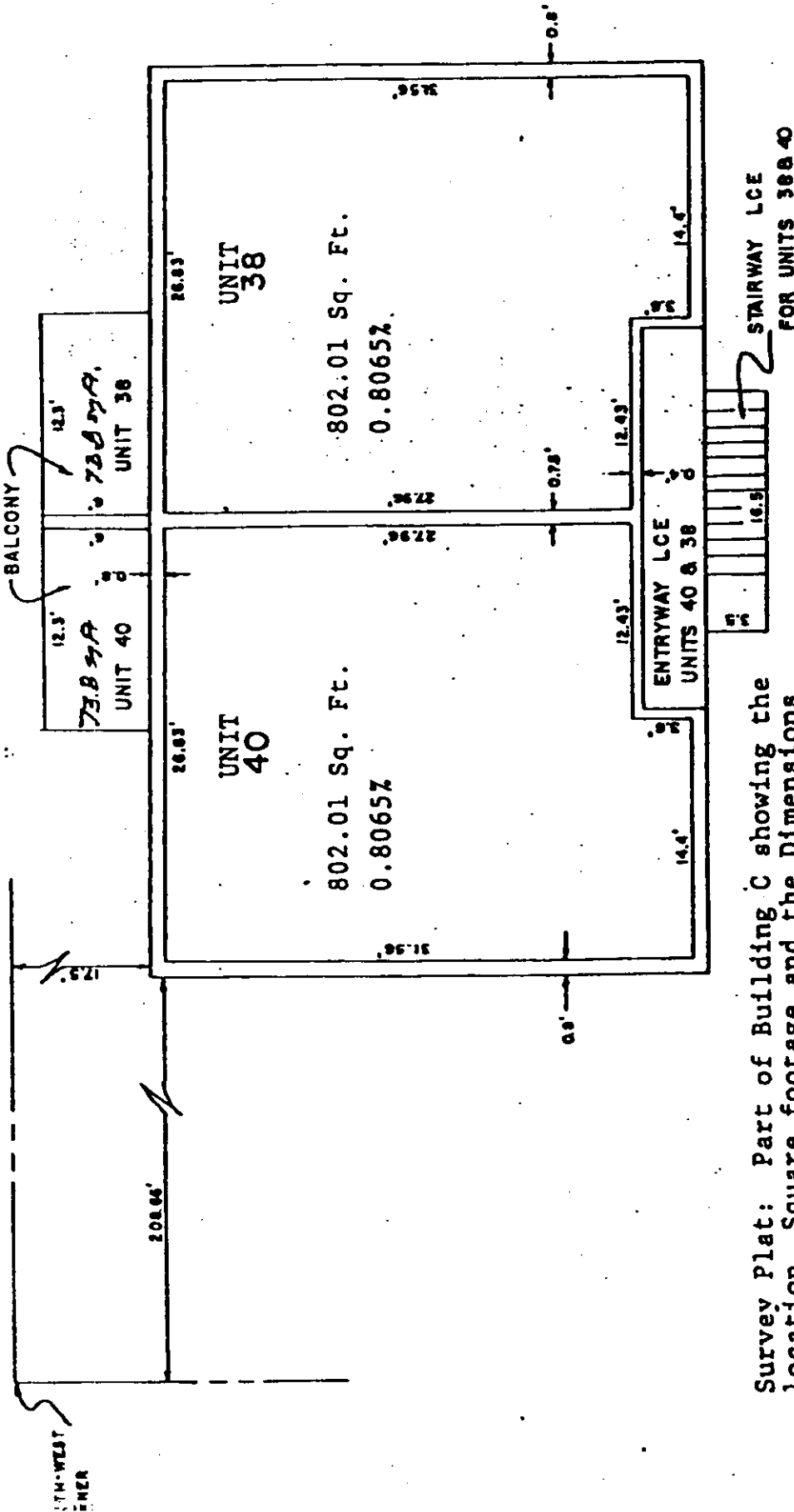
SECOND FLOOR BLDG. C

Fin. Flr. 109.65

Fin. Cell. 117.85

Dimensions of Units are to the inside walls
All areas on this floor outside of the Units are part of the common element.

RAIN TREE CONDOMINIUMS
Calton Gardens Subdivision No. 2
Northern Addition
City of Laredo
Webb County, Texas

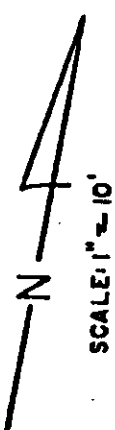
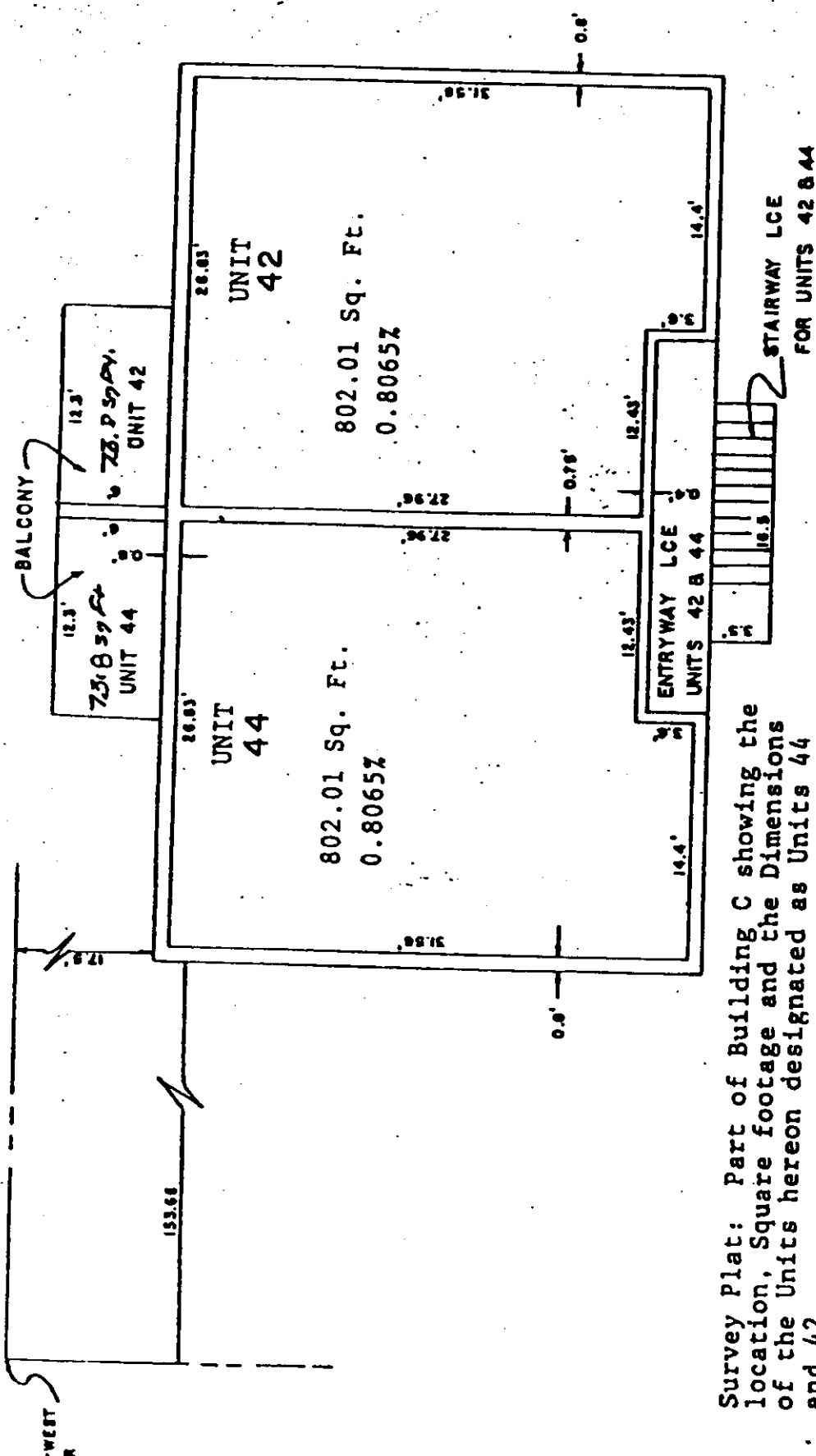


Survey Plat: Part of Building C showing the location, Square footage and the Dimensions of the Units hereon designated as Units 40 and 38

Dimensions of Units are to the inside walls
 All areas on this floor outside of the Units are part of the common element.

SECOND FLOOR BLDG. C
 Fin. Fir. 109.85
 Fin. Cell. 117.85

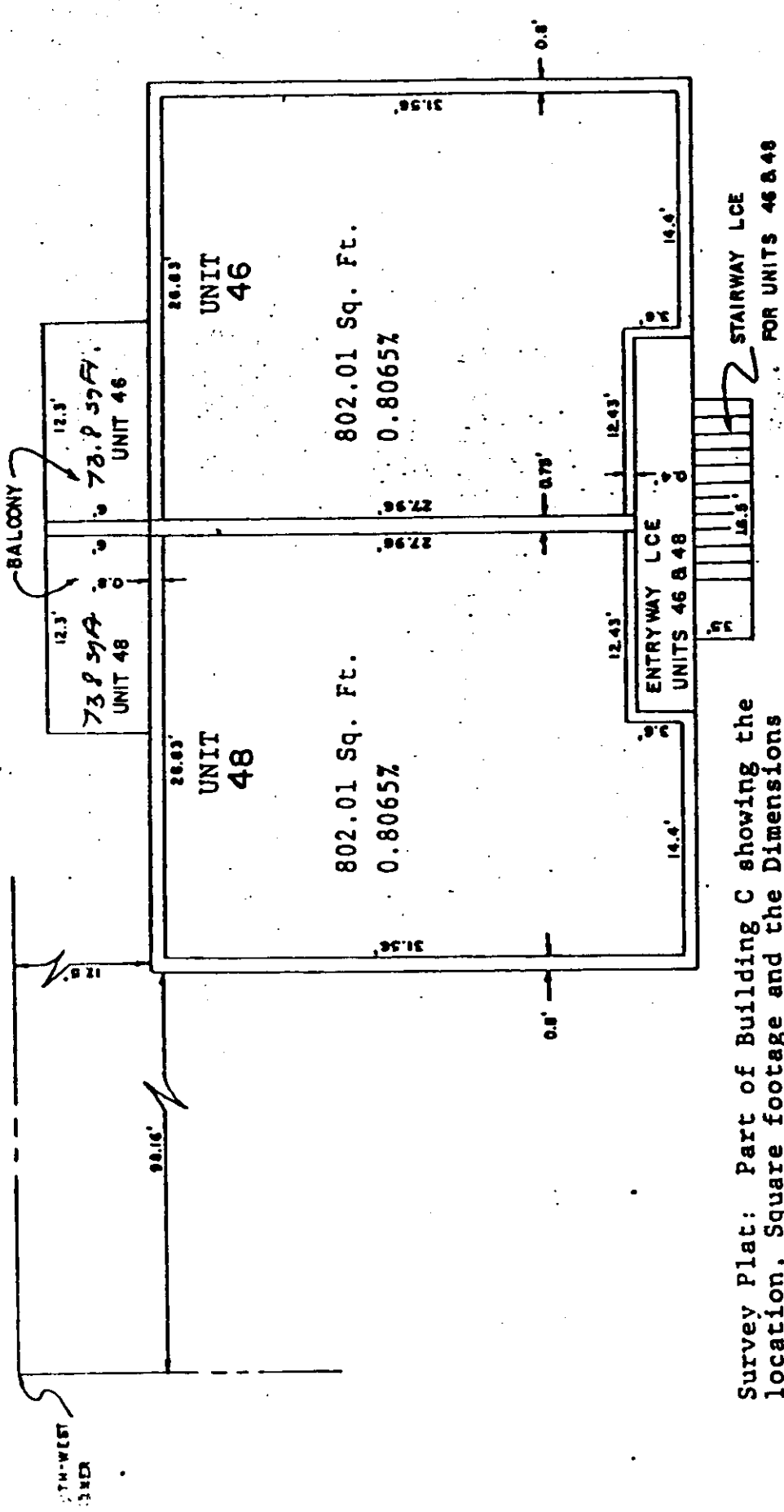
RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



SECOND FLOOR BLDG. C

RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas

EXHIBIT C-7



SECOND FLOOR BLDG. C

Fin. Fir. 109.85

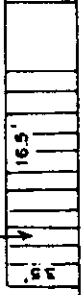
Fin. Cell. 117.85

RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision # 2
 Northern Addition # 2
 City of Laredo
 Webb County, Texas

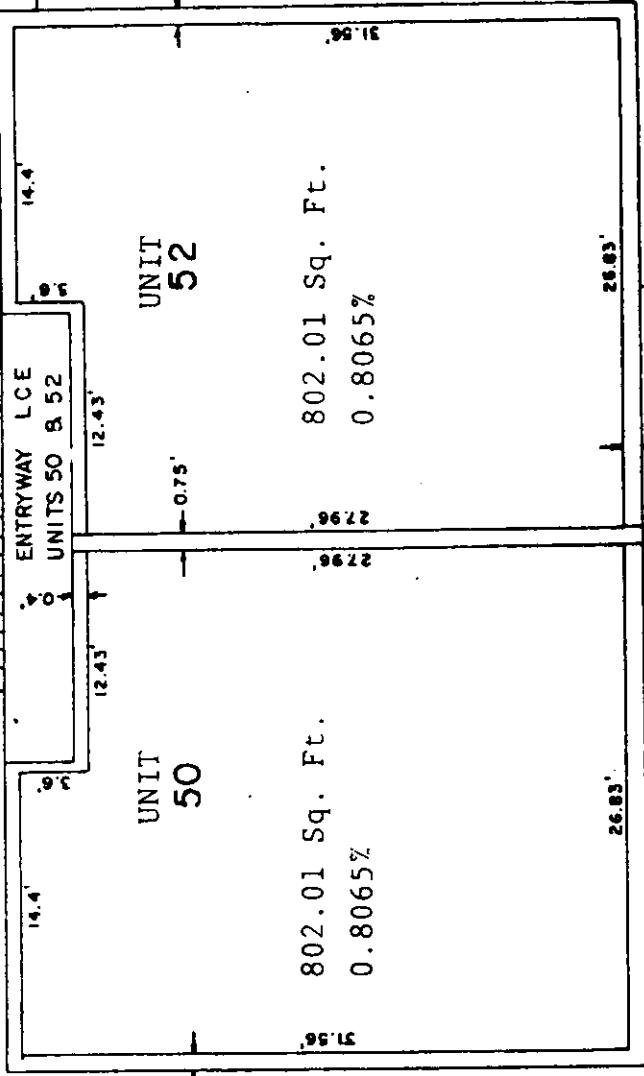
NORTH-WEST
CORNER

CALTON ROAD

STAIRWAY LCE
FOR UNITS 49 & 51



ENTRYWAY LCE
UNITS 50 & 52



UNIT
52

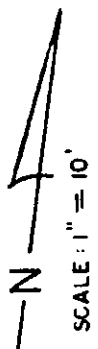
802.01 Sq. Ft.
0.8065%

UNIT
50

802.01 Sq. Ft.
0.8065%

73.92 Sq. Ft.
UNIT 50
12.3' (Patio)

73.92 Sq. Ft.
UNIT 52
12.3'



SCALE: 1" = 10'

Survey Plat: Part of Building D showing the location, Square footage and the Dimensions of the Units hereon designated as Units 50 and 52

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

FIRST FLOOR BLDG. D

Fin. Fir. 100.40

Fin. Ceil. 108.40

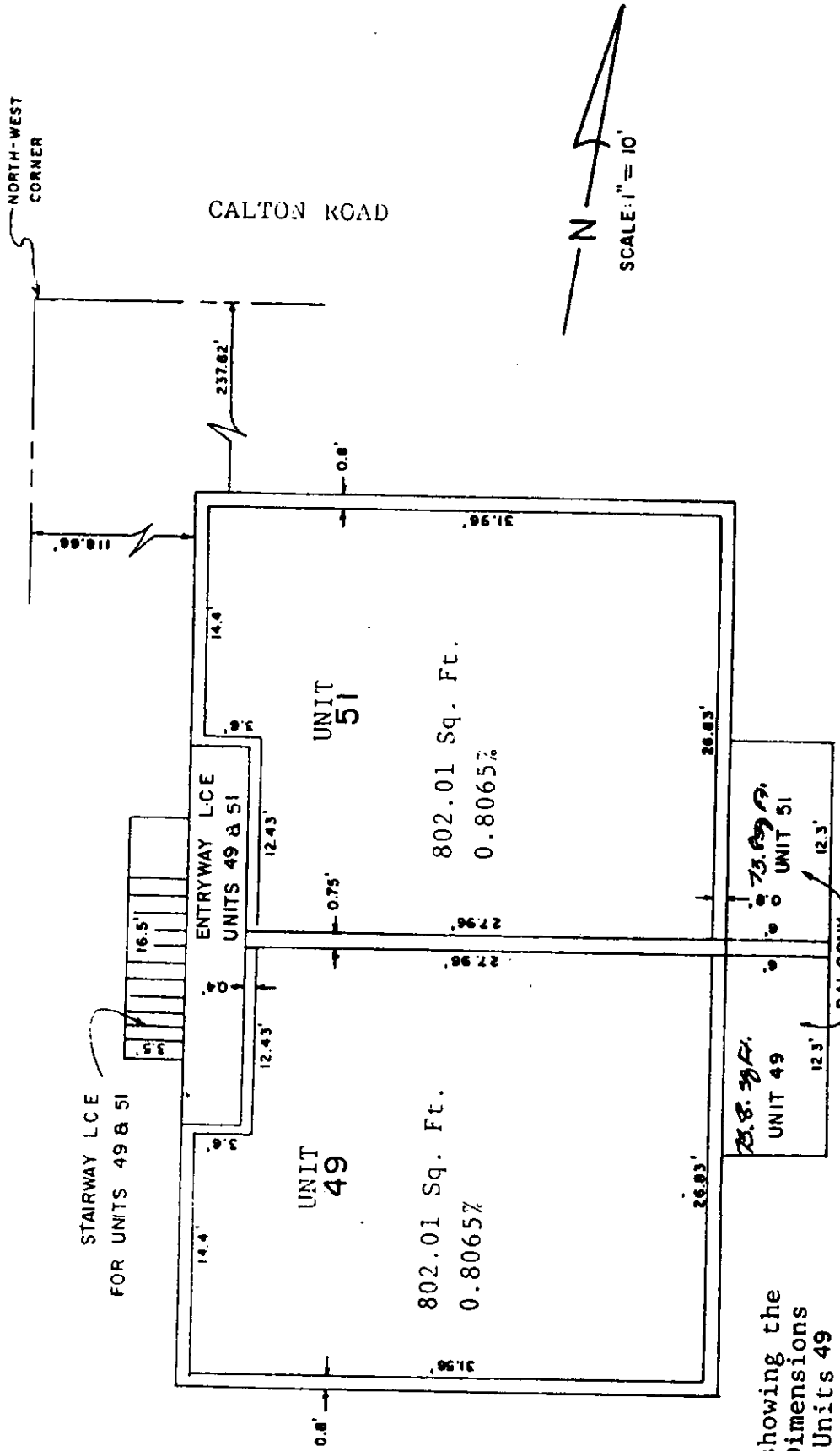
RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2

Northern Addition

City of Laredo

Webb County, Texas



SECOND FLOOR BLDG. D

Fin. Flr. 109.90

Fin. Ceil. 117.90

Survey Plat: Part of Building D showing the location, Square footage and the Dimensions of the Units hereon designated as Units 49 and 51

Dimensions of Units are to the inside walls

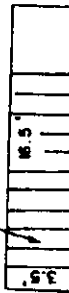
All areas on this floor outside of the Units are part of the common element.

RAIN TREE CONDOMINIUMS
Calton Gardens Subdivision No. 2
Northern Addition
City of Laredo
Webb County, Texas

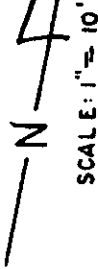
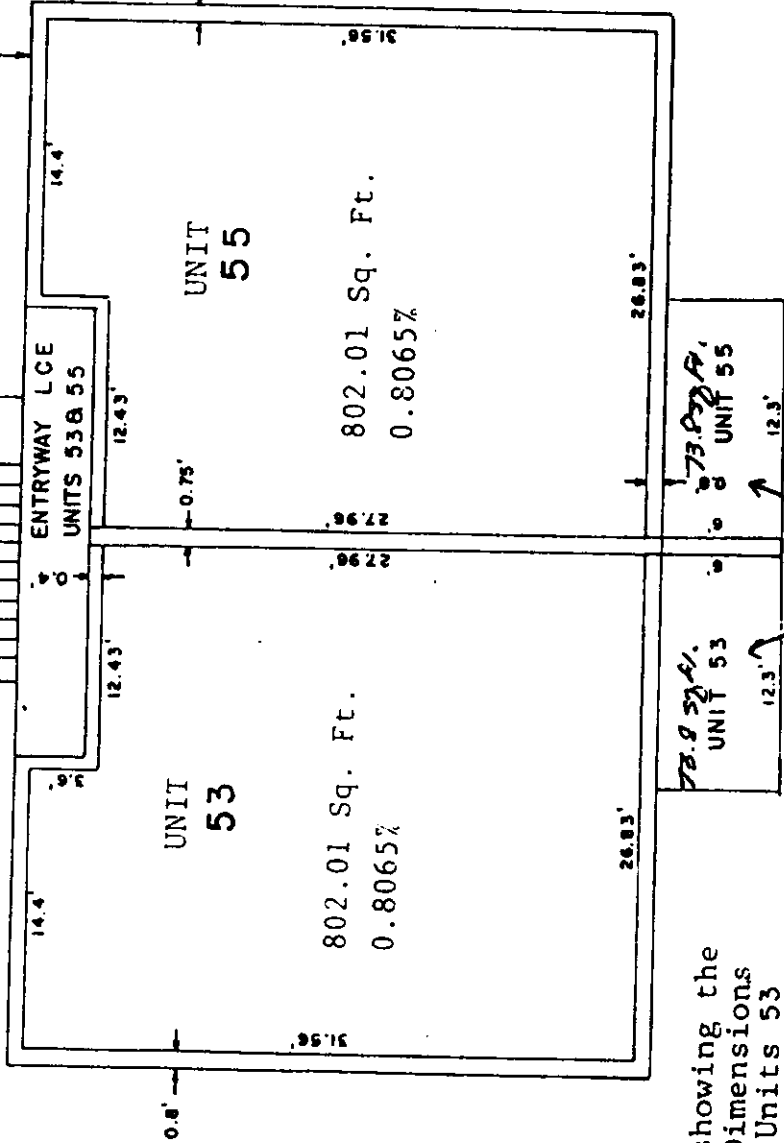
NORTH-WEST
CORNER

CALTON ROAD

STAIRWAY LCE
FOR UNITS 53 & 55



ENTRYWAY LCE
UNITS 53 & 55



Survey Plat: Part of Building D showing the location, Square footage and the Dimensions of the Units hereon designated as Units 53 and 55

SECOND FLOOR BLDG. D
Fin. Flr. 10990

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

Fin. Ceil. 11790

RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
Northern Addition
City of Laredo
Webb County, Texas

Survey Plat: Part of Building E showing the location, Square footage and the Dimensions of the Units hereon designated as Units 58 and 60

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

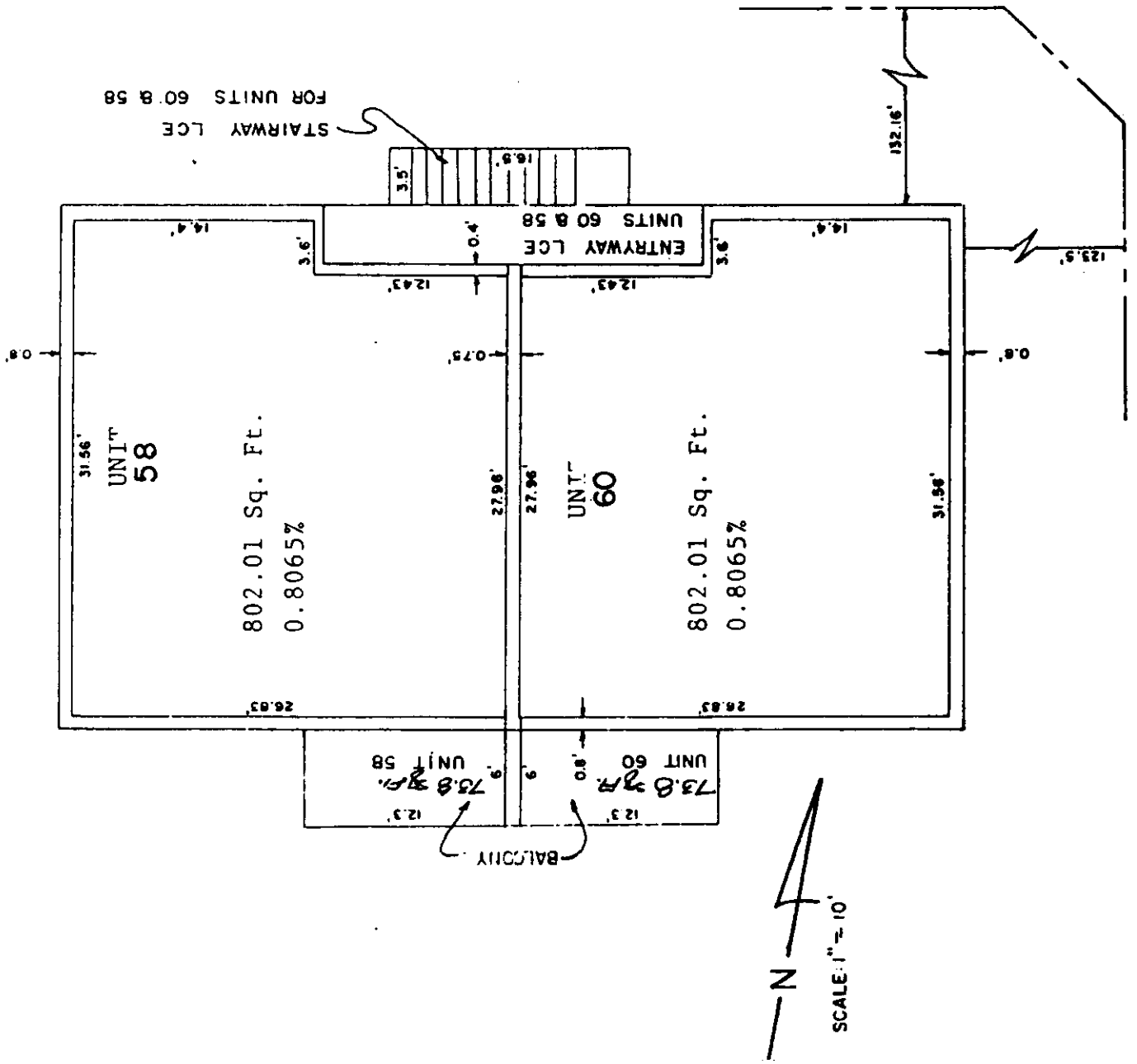
SECOND FLOOR BLDG. E

Fin. Flr. 109.55

Fin. Ceil. 117.55

CALTON ROAD

RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



Survey Plat: Part of Building E showing the location, Square footage and the Dimensions of the Units hereon designated as Units 62 and 64

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

SECOND FLOOR BLDG. E

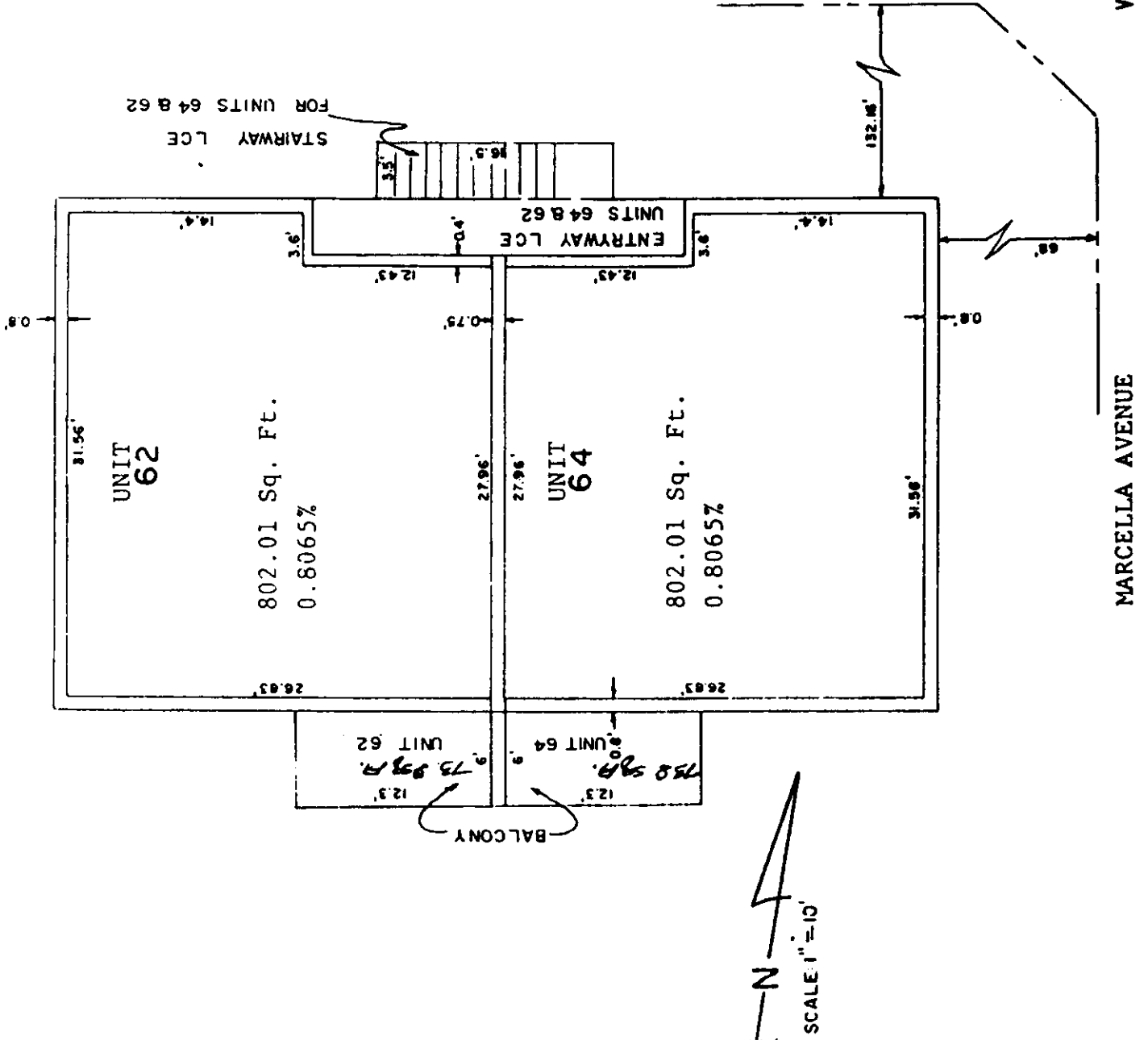
Fin. Flr. 109.55

Fin. Ceil. 117.55

CALTON ROAD

RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



Survey Plat: Part of Building E showing the location, Square footage and the Dimensions of the Units hereon designated as Units 57 and 59

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

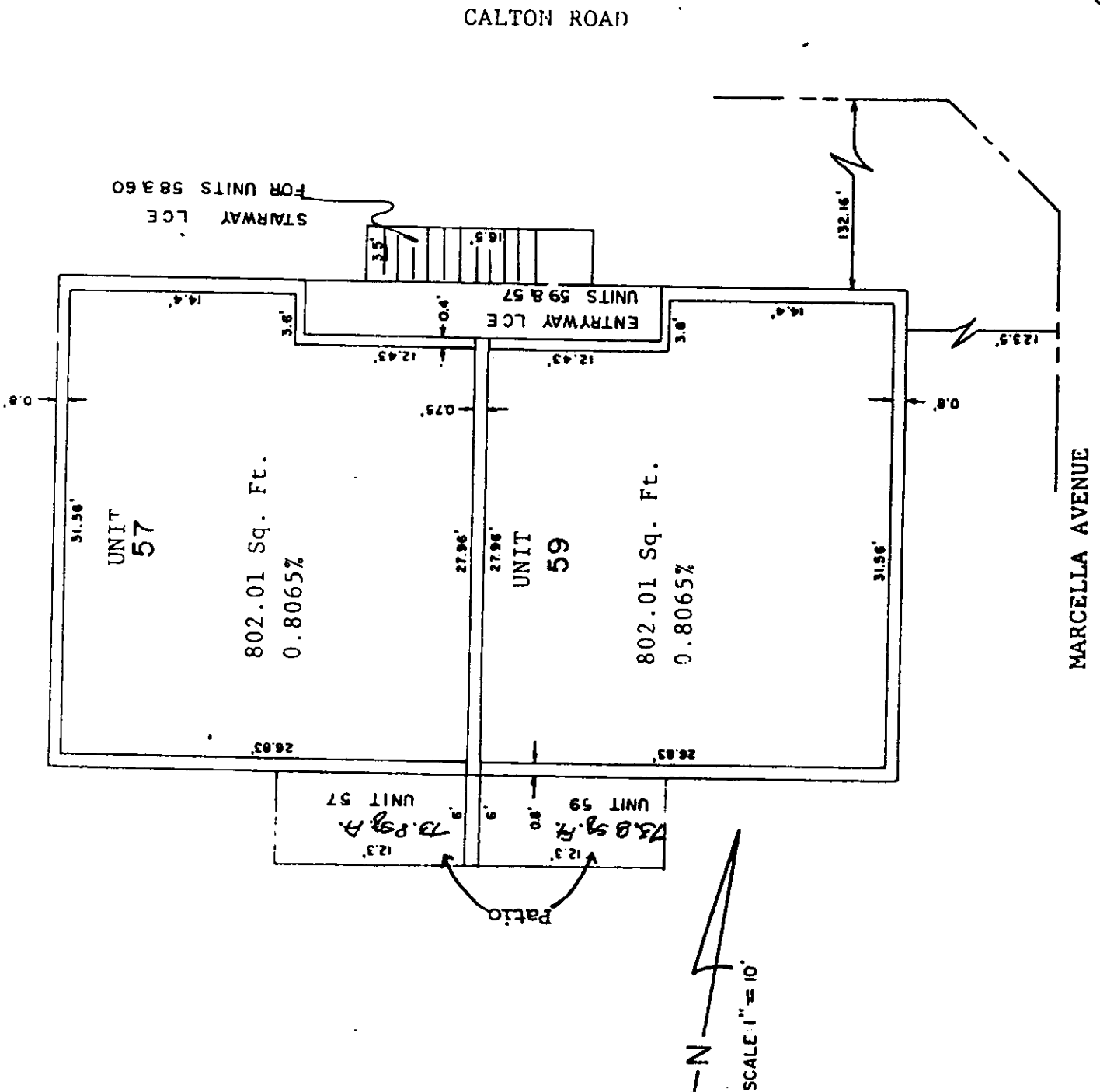
FIRST FLOOR BLDG. E

Fin. Flr. 100.05

Fin. Ceil. 108.05

RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



Survey Plat: Part of Building E showing the location, Square footage and the Dimensions of the Units hereon designated as Units 61 and 63

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

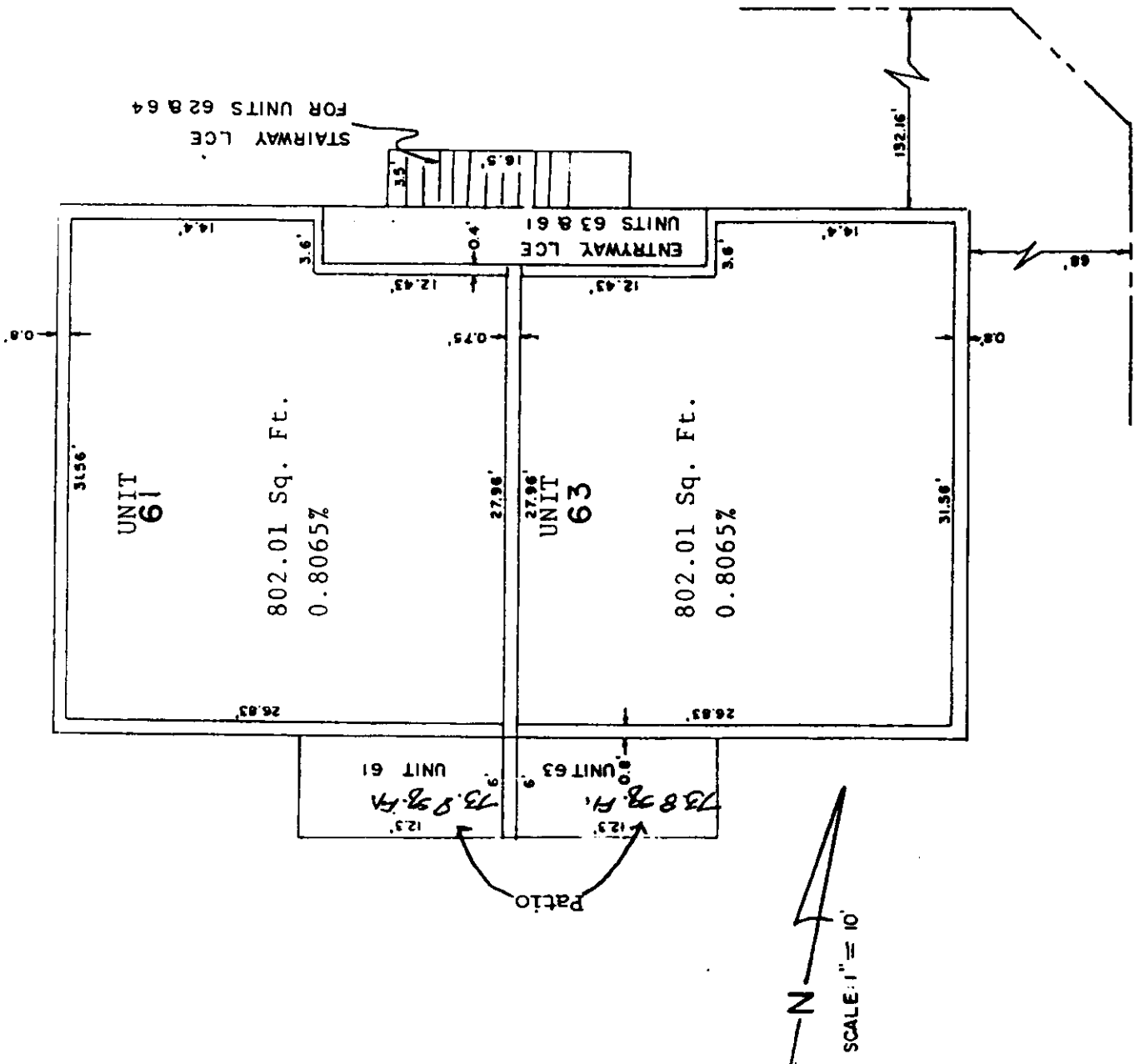
CALTON ROAD

FIRST FLOOR BLDG. E

Fin. Flr. 100.05

Fin. Ceil. 108.05

RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



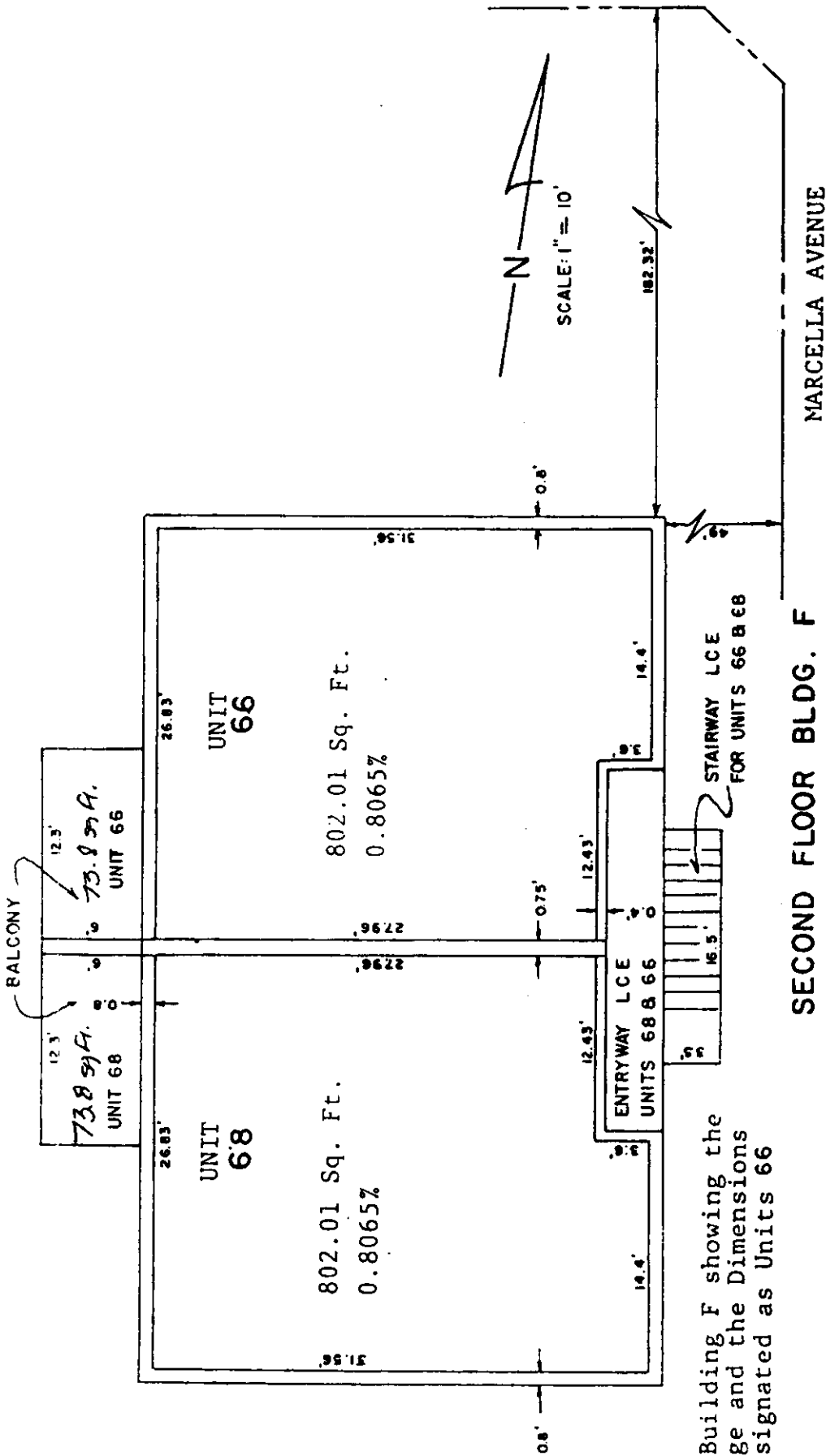
MARCELLA AVENUE

VOL

2 PAGE 278

EXHIBIT E-4

CALTON ROAD



SECOND FLOOR BLDG. F

Fin. Flr. 109.5

Fin. Ceil. 117.5

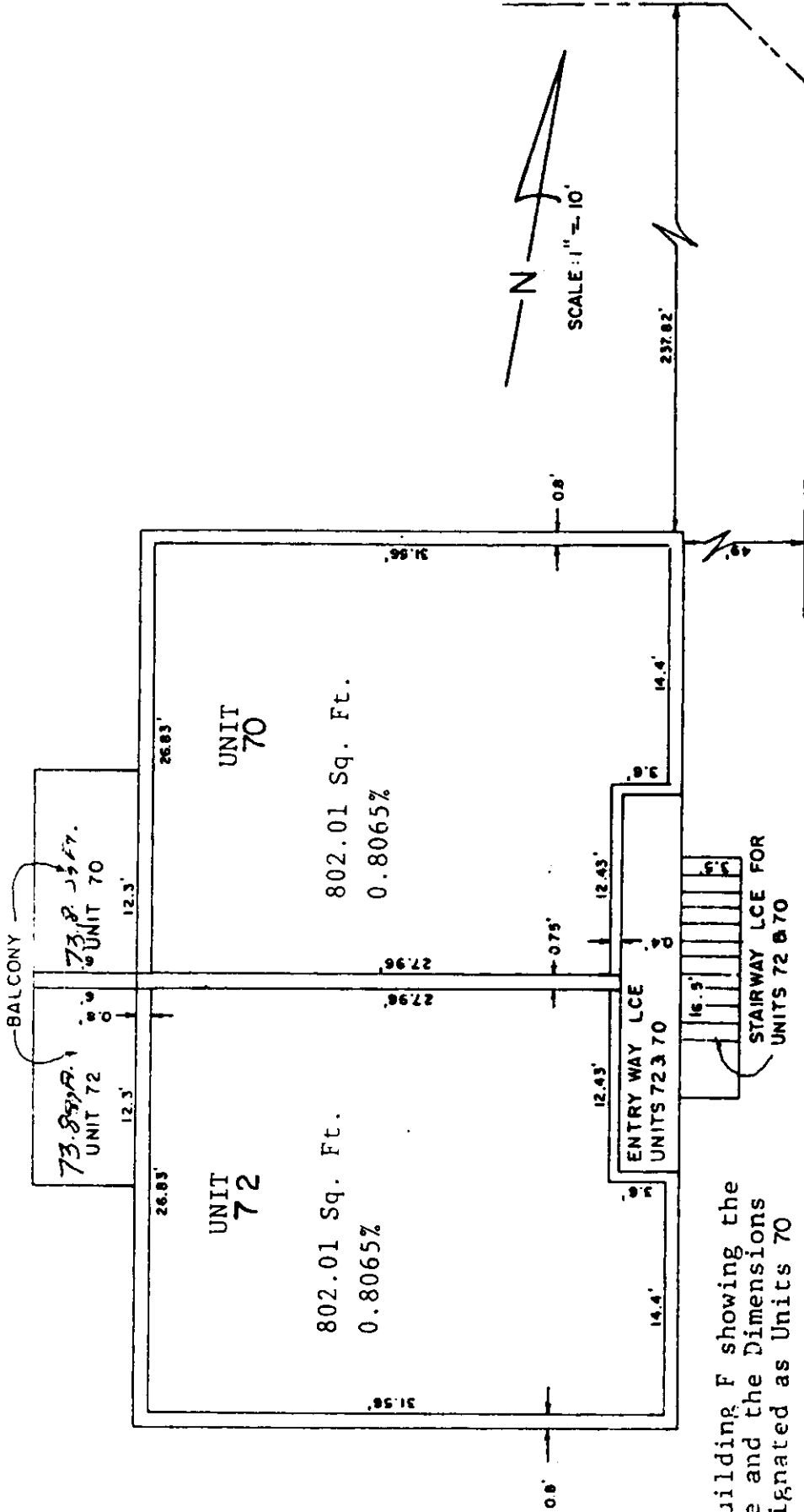
Survey Plat: Part of Building F showing the location, Square footage and the Dimensions of the Units hereon designated as Units 66 and 68

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

RAIN TREE CONDOMINIUMS
Calton Gardens Subdivision No.2
Northern Addition
City of Laredo
Webb County, Texas

CALTON ROAD



SECOND FLOOR BLDG. F

Fin. Flr. 109.5

Fin. Ceil. 117.5

Survey Plat: Part of Building F showing the location, Square footage and the Dimensions of the Units hereon designated as Units 70 and 72

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

MARCELLA AVENUE

RAIN TREE CONDOMINIUMS

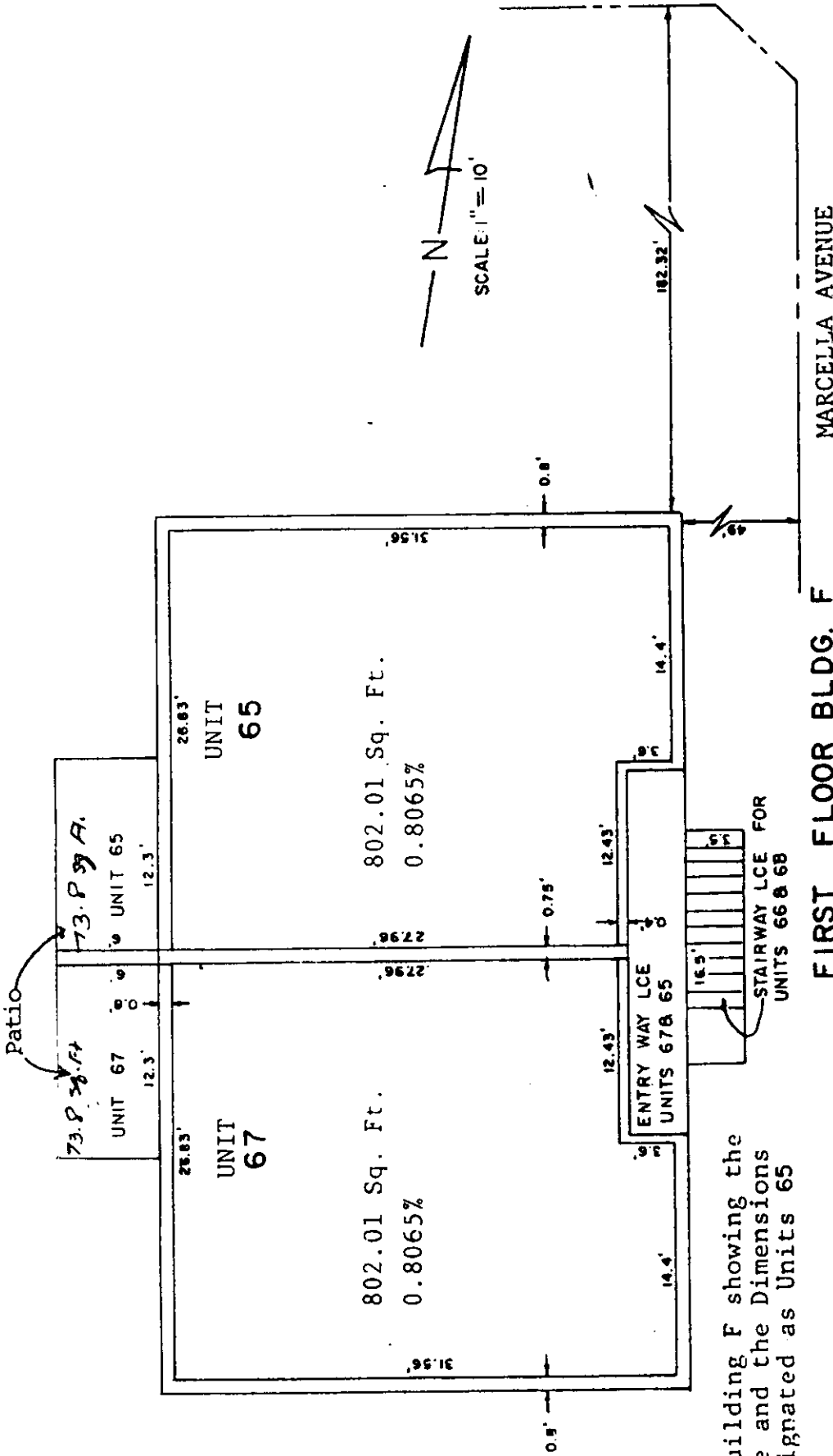
Calton Gardens Subdivision No. 2

Northern Addition

City of Laredo

Webb County, Texas

CALTON ROAD



Survey Plat: Part of Building F showing the location, Square Footage and the Dimensions of the Units hereon designated as Units 65 and 67

Dimensions of Units are to the inside walls
 All areas on this floor outside of the Units are part of the common element.

FIRST FLOOR BLDG. F

Fin. Flr. 100.0

Fin. Ceil. 108.0

MARCELLA AVENUE

RAIN TREE CONDOMINIUMS

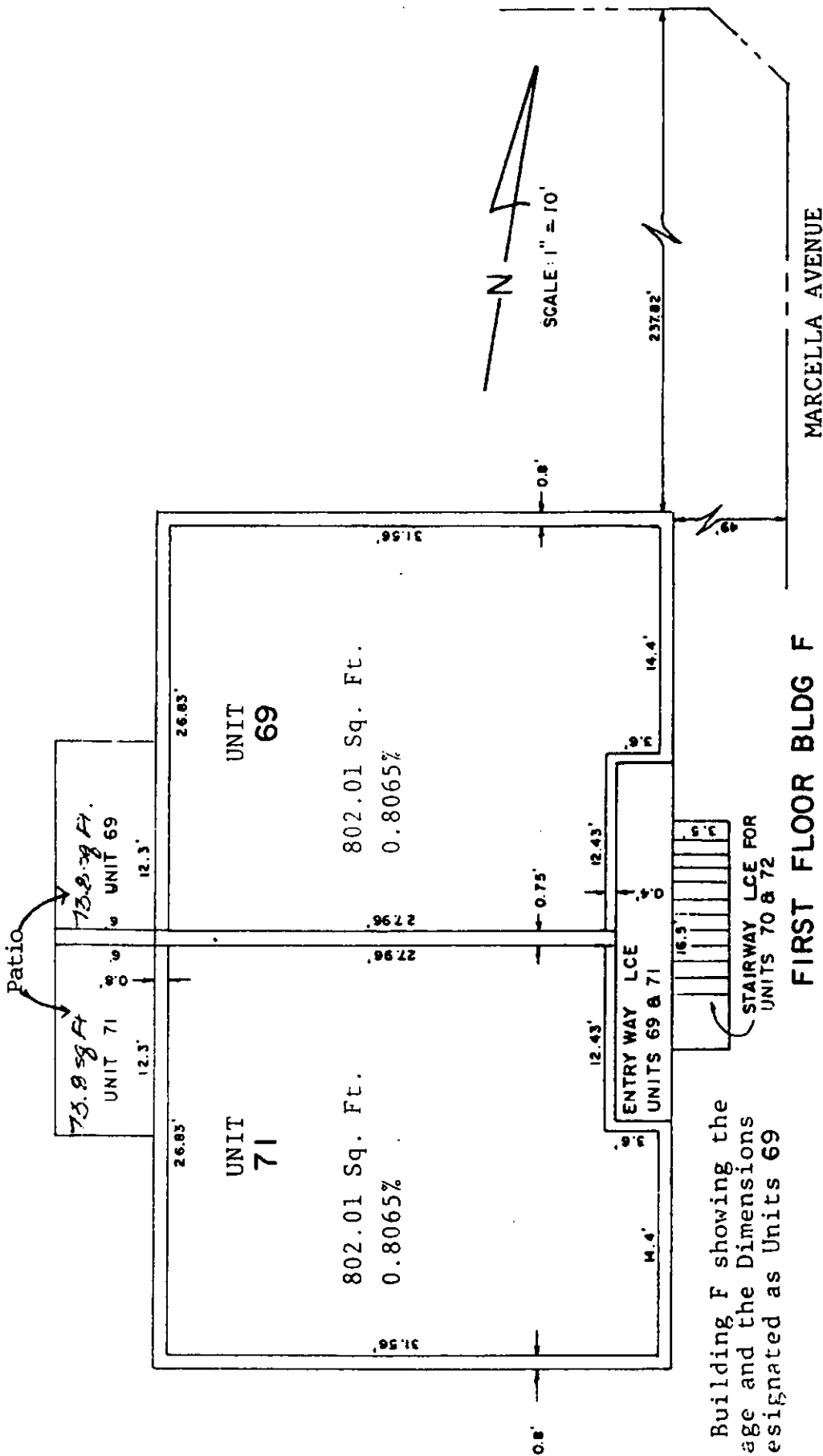
Calton Gardens Subdivision No. 2

Northern Addition

City of Laredo

Webb County, Texas

CALTON ROAD



FIRST FLOOR BLDG F

Fin. Flr. 100.0
Fin. Ceil. 108.0

Survey Plat: Part of Building F showing the location, Square footage and the Dimensions of the Units hereon designated as Units 69 and 71

Dimensions of Units are to the inside walls
All areas on this floor outside of the Units are part of the common element.

RAIN TREE CONDOMINIUMS
Calton Gardens Subdivision No. 2
Northern Addition
City of Laredo
Webb County, Texas

Survey Plat: Part of Building G showing the location, Square footage and the Dimensions of the Units hereon designated as Units 74 and 76

Dimensions of Units are to the inside walls
 All areas on this floor outside of the Units are part of the common element.

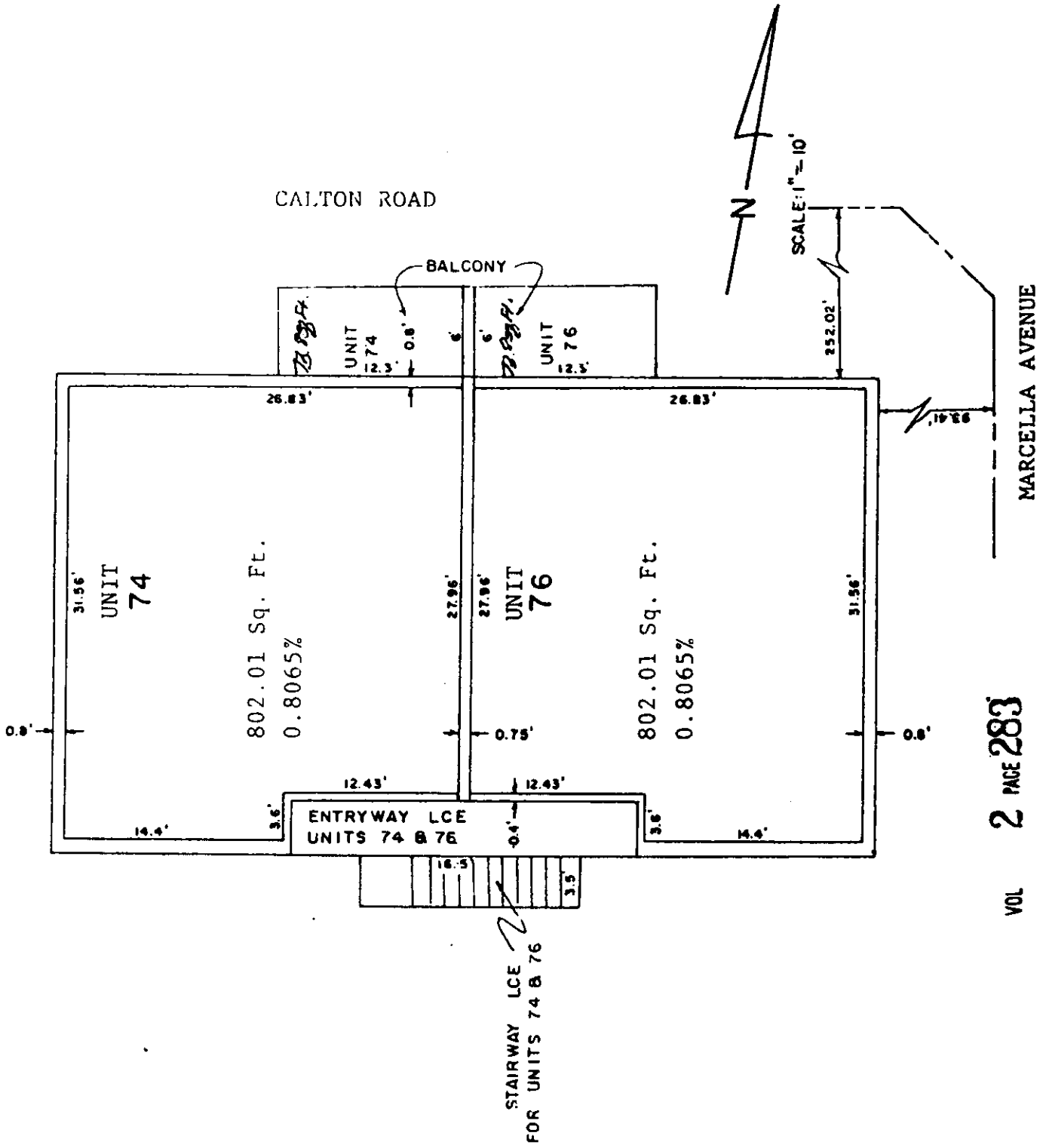
SECOND FLOOR BLDG. G

Fin. Flr. 110.05

Fin. Ceil. 118.05

RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



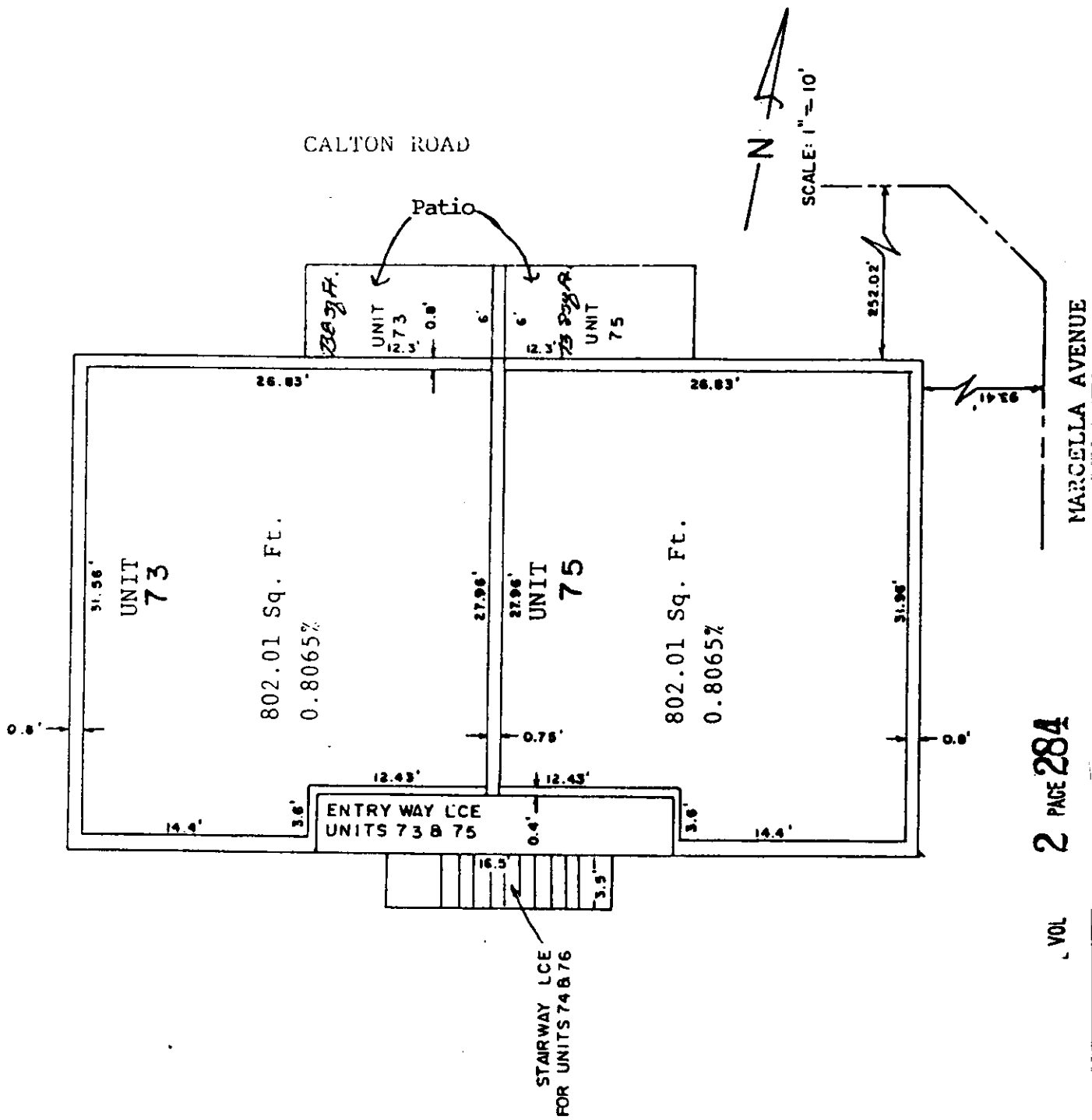
Survey Plat: Part of Building G showing the location, Square footage and the Dimensions of the Units hereon designated as Units 73 and 75

Dimensions of Units are to the inside walls
 All areas on this floor outside of the Units are part of the common element.

ST FLOOR BLDG. G

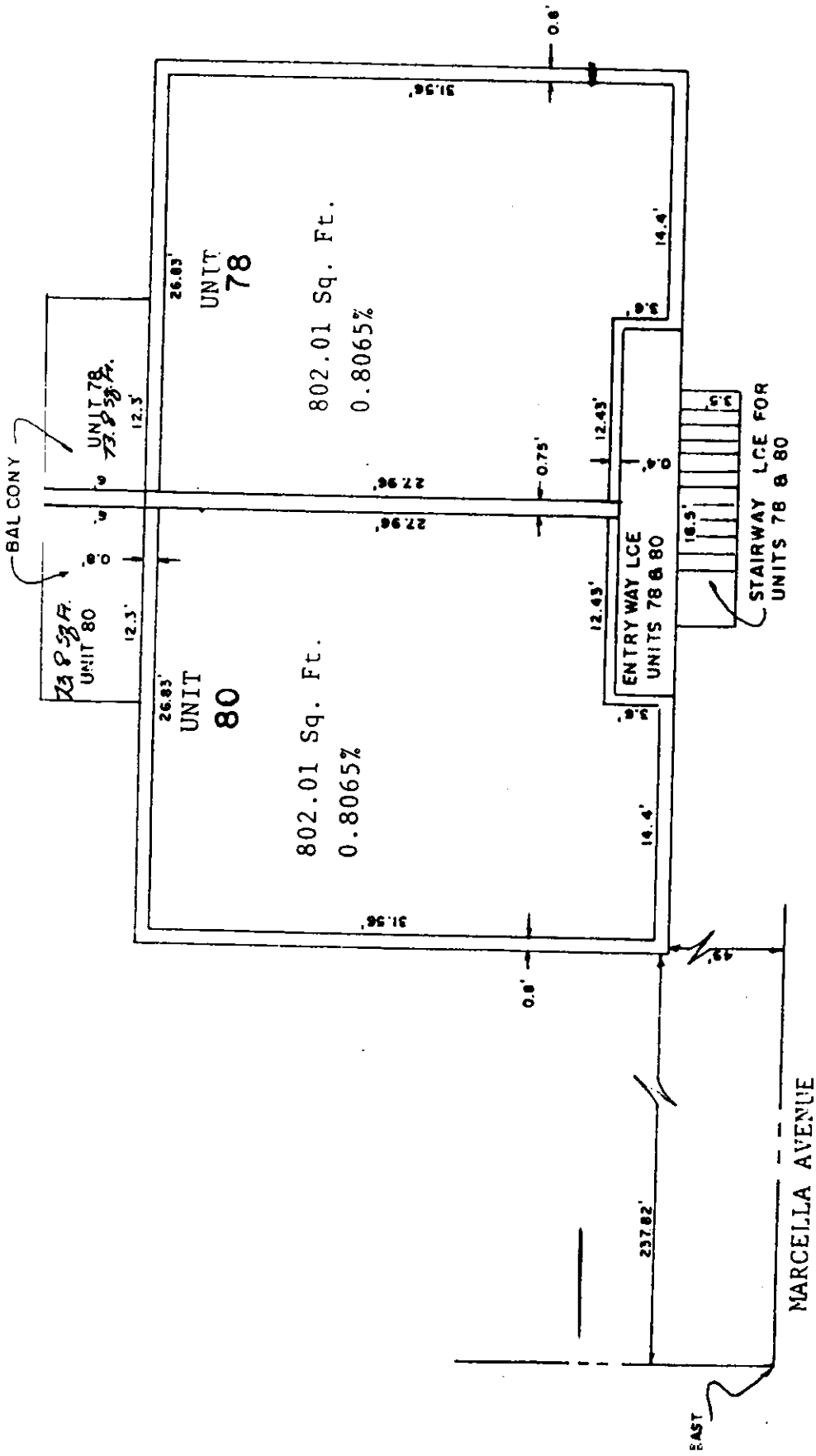
Fin. Flr. 100.55

Fin. Ceil. 108.55



RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



MARCELLA AVENUE

Survey Plat: Part of Building H showing the location, Square footage and the Dimensions of the Units hereon designated as Units 78 and 80

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

SECOND FLOOR BLDG. H

Fin. Flr. 109.90

Fin. Ceil. 117.90

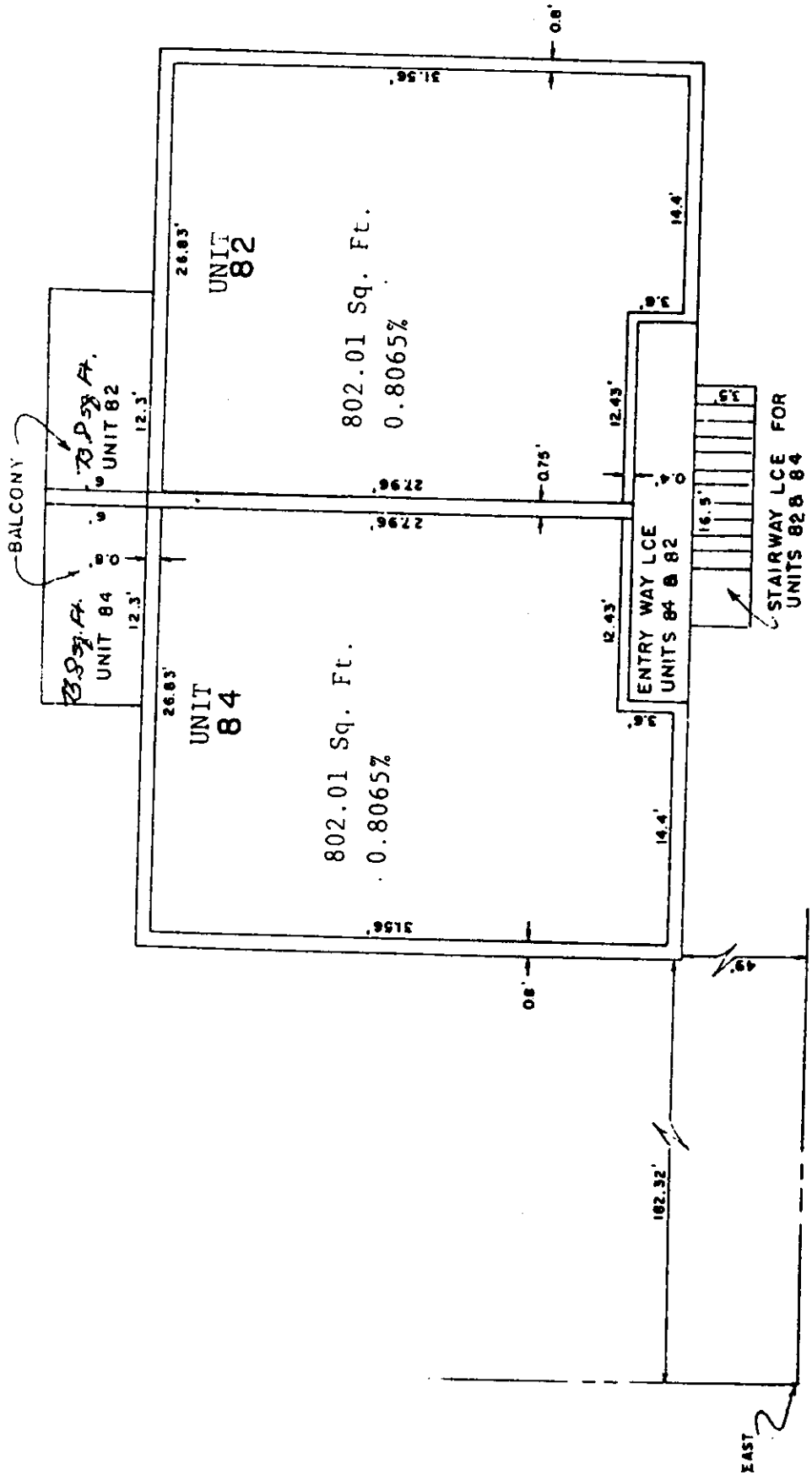
RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2

Northern Addition

City of Laredo

Hidalgo County, Texas



MARCELLA AVENUE

Survey Plat: Part of Building H showing the location, Square footage and the Dimensions of the Units hereon designated as Units 82 and 84

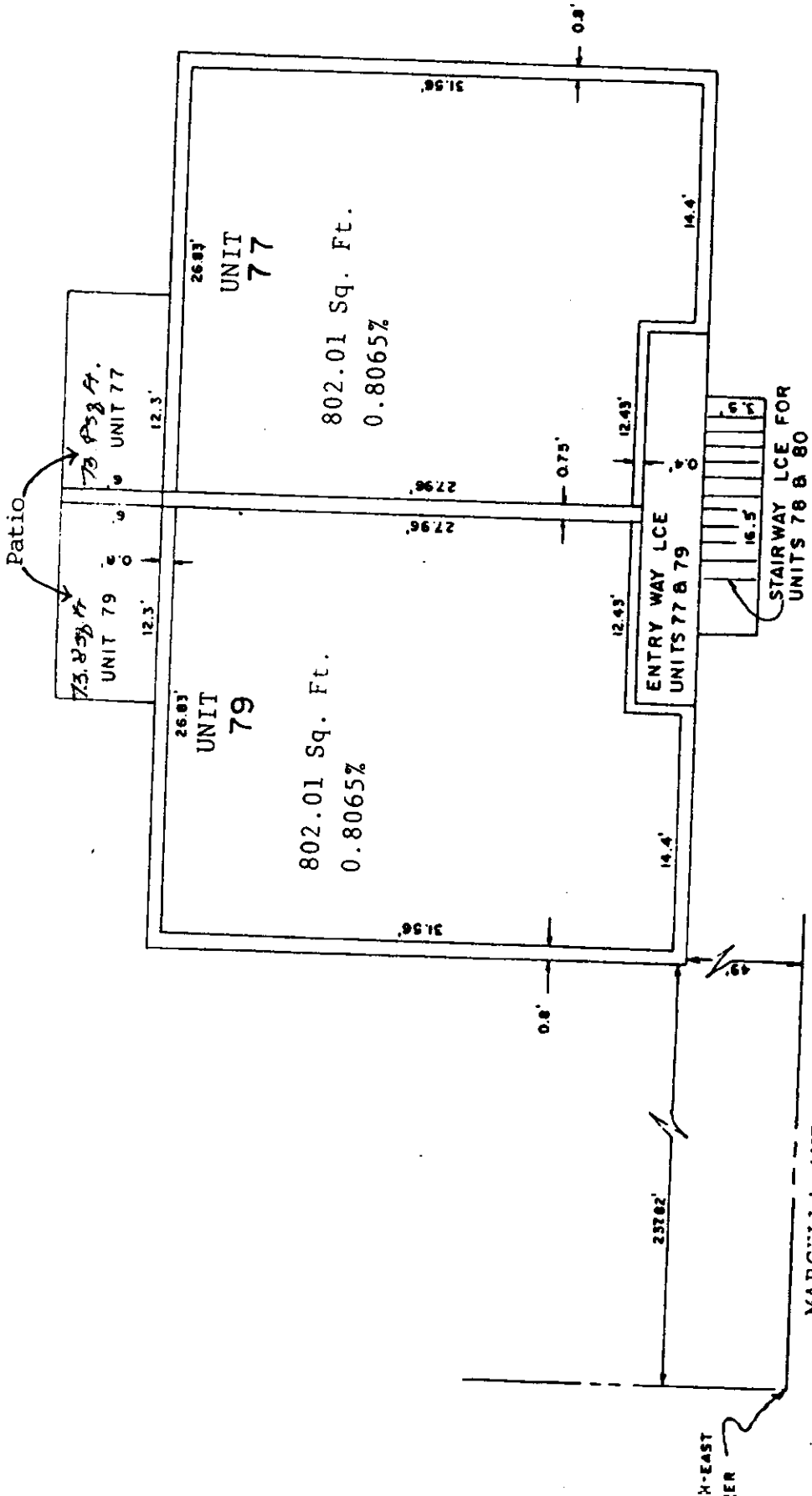
SECOND FLOOR BLDG. H

Fin. Flr. 109.90
Fin. Ceil. 117.90

Dimensions of Units are to the inside walls

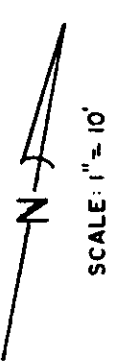
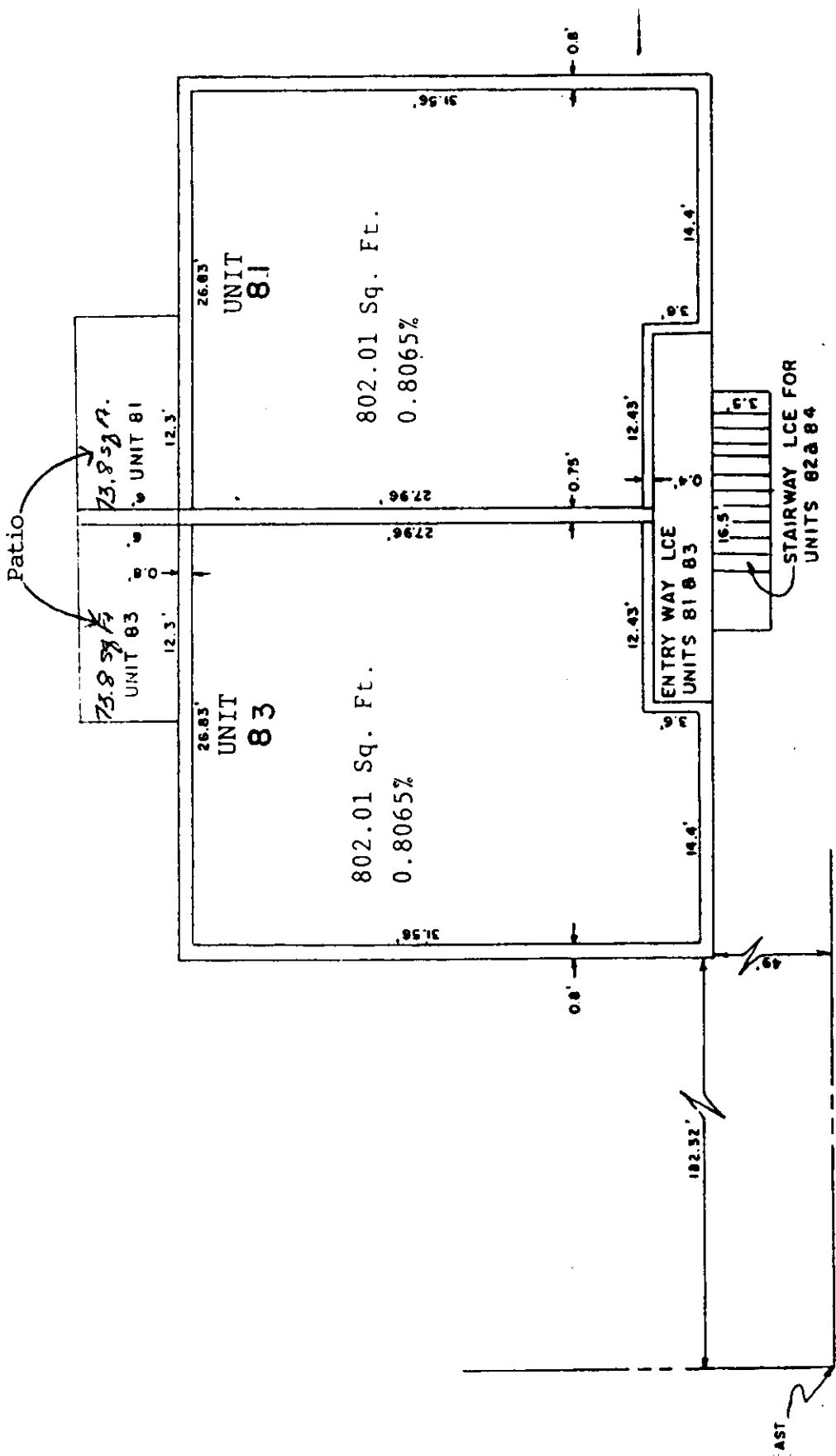
All areas on this floor outside of the Units are part of the common element.

RAIN TREE CONDOMINIUMS
Calton Gardens Subdivision No. 2
Northern Addition
City of Laredo
Webb County, Texas



FIRST FLOOR BLDG. H
 Fin. Flr. 100.40
 Fin. Ceil. 108.40

RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



FIRST FLOOR BLDG. H

Survey Plat: Part of Building H showing the location, Square footage and the Dimensions of the Units hereon designated as Units 81 and 83

Fin. Flr. 100.40
Fin. Ceil. 108.40

Dimensions of Units are to the inside walls
All areas on this floor outside of the Units are part of the common element.

RAIN TREE CONDOMINIUMS
Calton Gardens Subdivision No. 2
Northern Addition
City of Laredo
Webb County, Texas

Survey Plat: Part of Building I showing the location, Square footage and the Dimensions of the Units hereon designated as Units 85 and 88

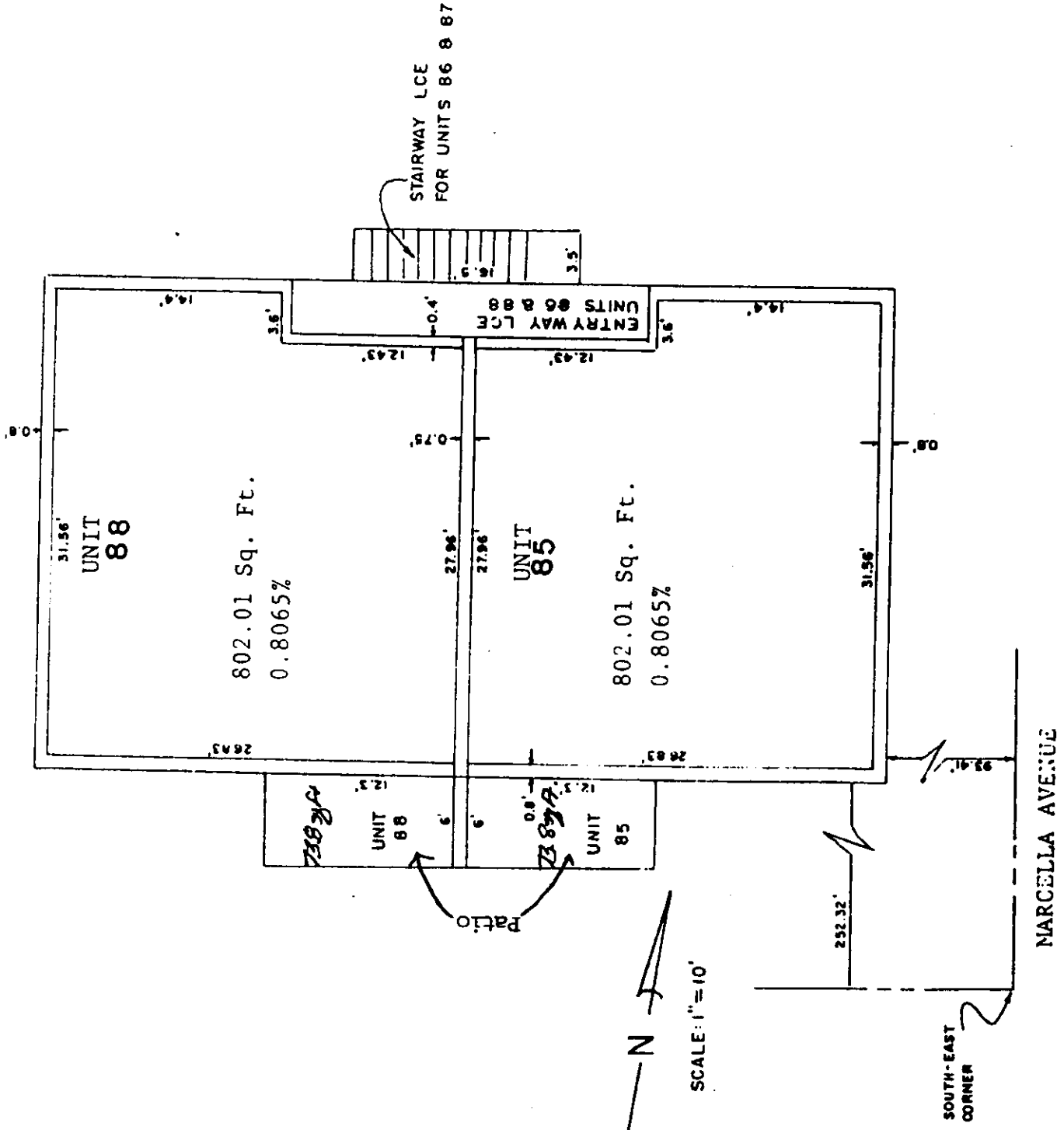
Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

FIRST FLOOR BLDG. I

Fin. Flr. 100.20

Fin. Ceil. 108.20



RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas

Survey Plat: Part of Building I showing the location, Square footage and the Dimensions of the Units hereon designated as Units 86 and 87

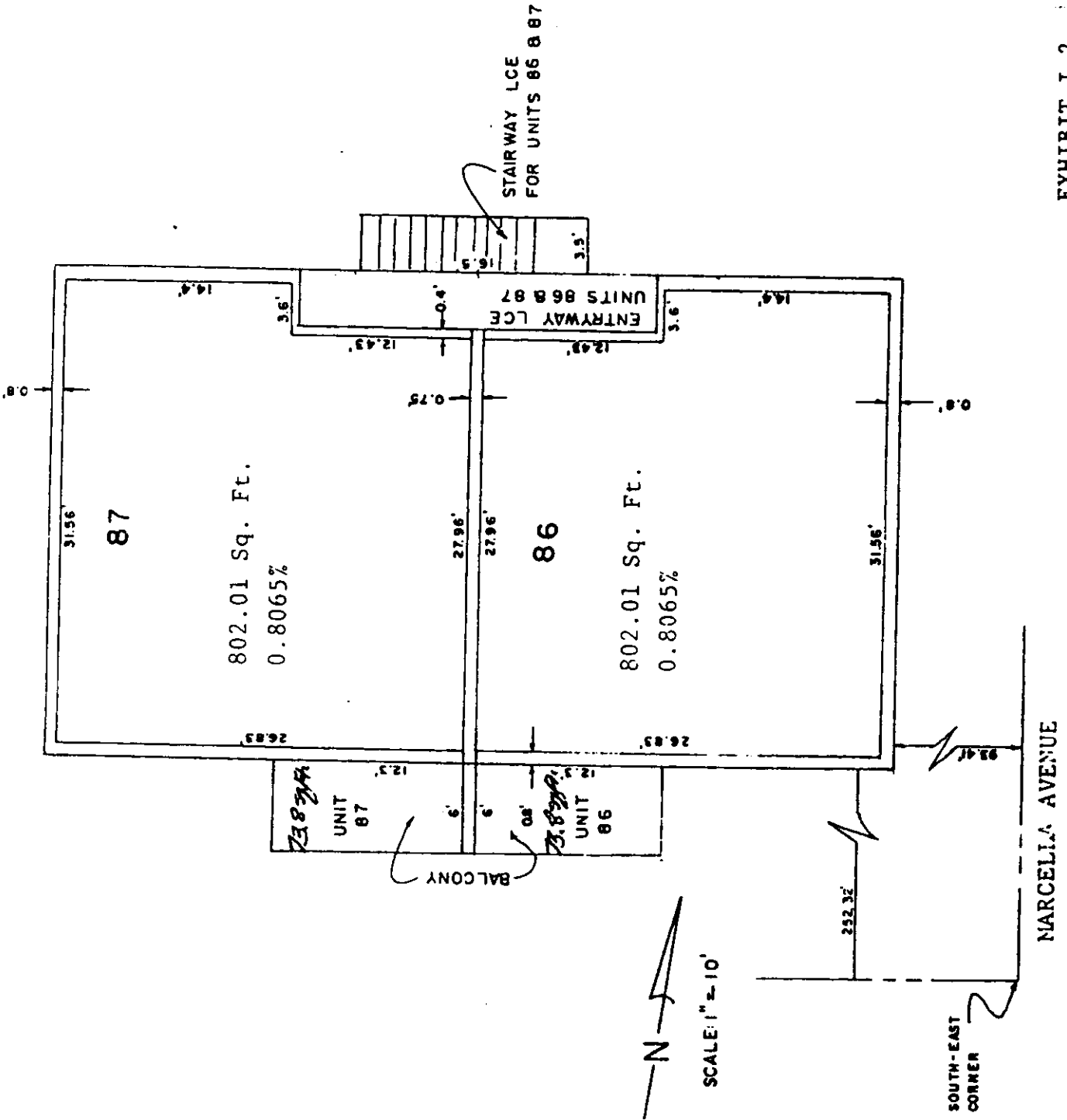
Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

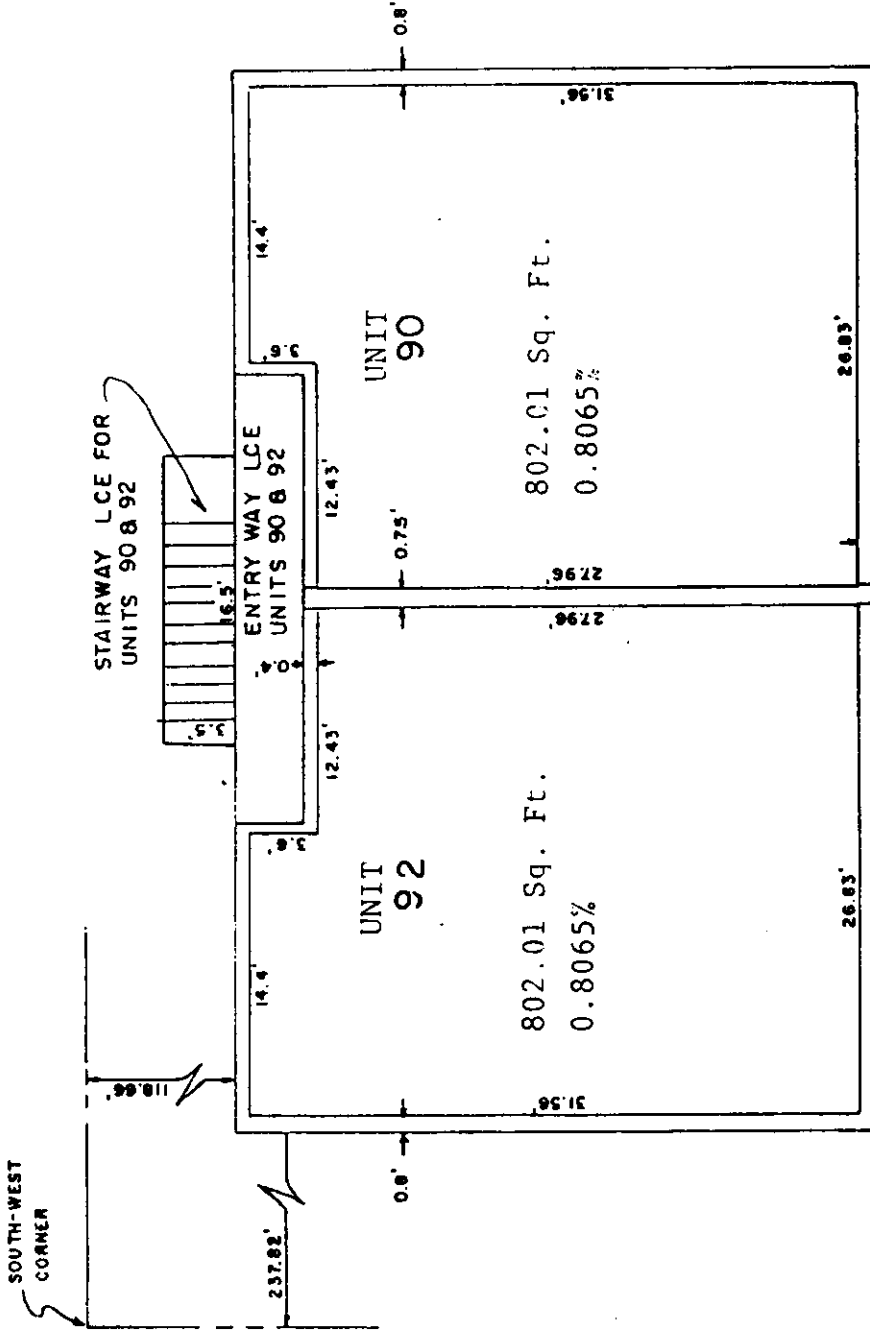
SECOND FLOOR BLDG. I

Fin. Flr. 109.70

Fin. Ceil. 117.70



RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



Survey Plat: Part of Building J showing the location, Square footage and the Dimensions of the Units hereon designated as Units 90 and 92

Dimensions of Units are to the inside walls
 All areas on this floor outside of the Units are part of the common element.

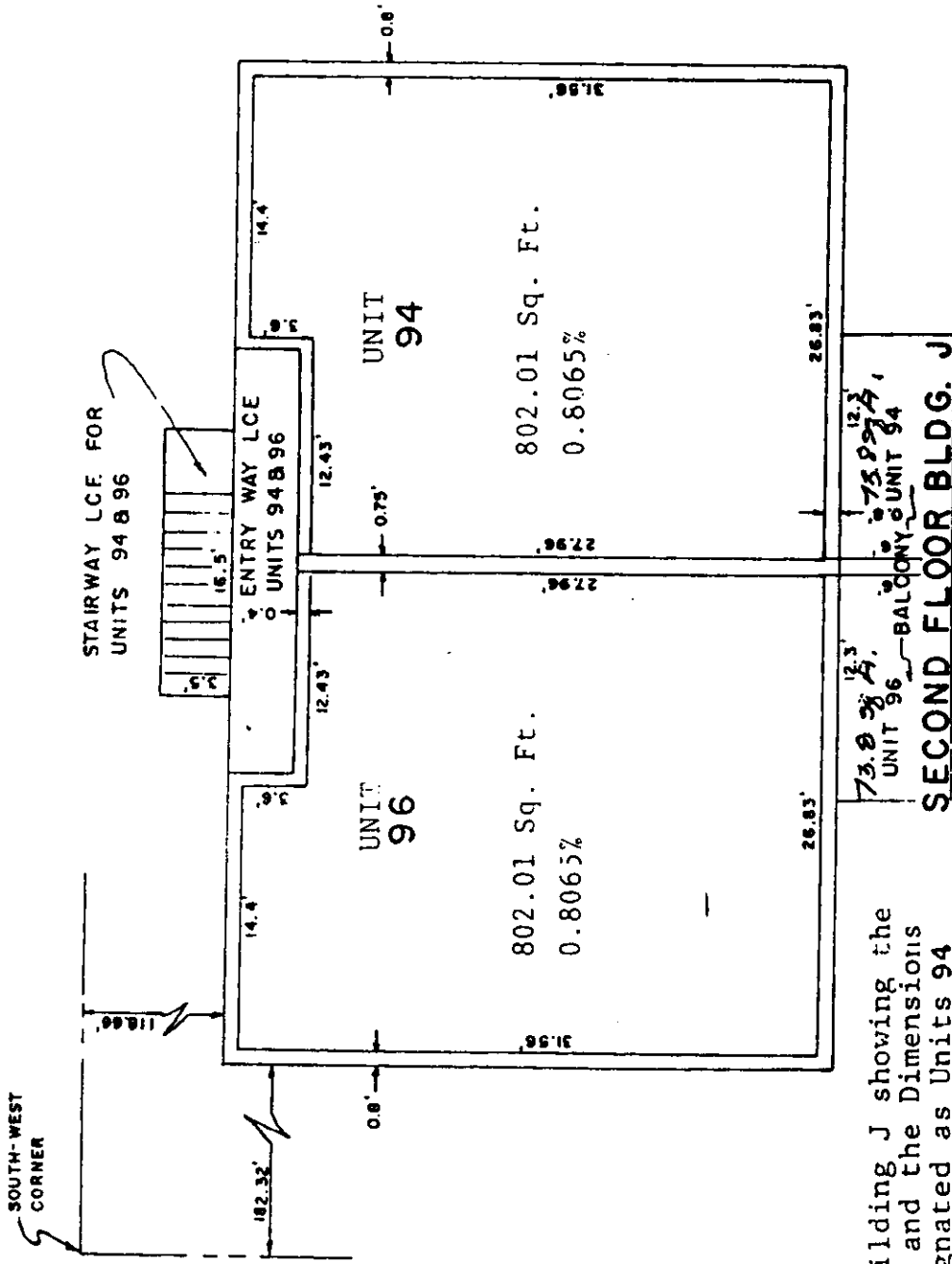
SECOND FLOOR-BLDG.-J

Fin. Flr. 109.80

Fin. Ceil. 117.80

RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



Survey Plat: Part of Building J showing the location, Square footage and the Dimensions of the Units hereon designated as Units 94 and 96

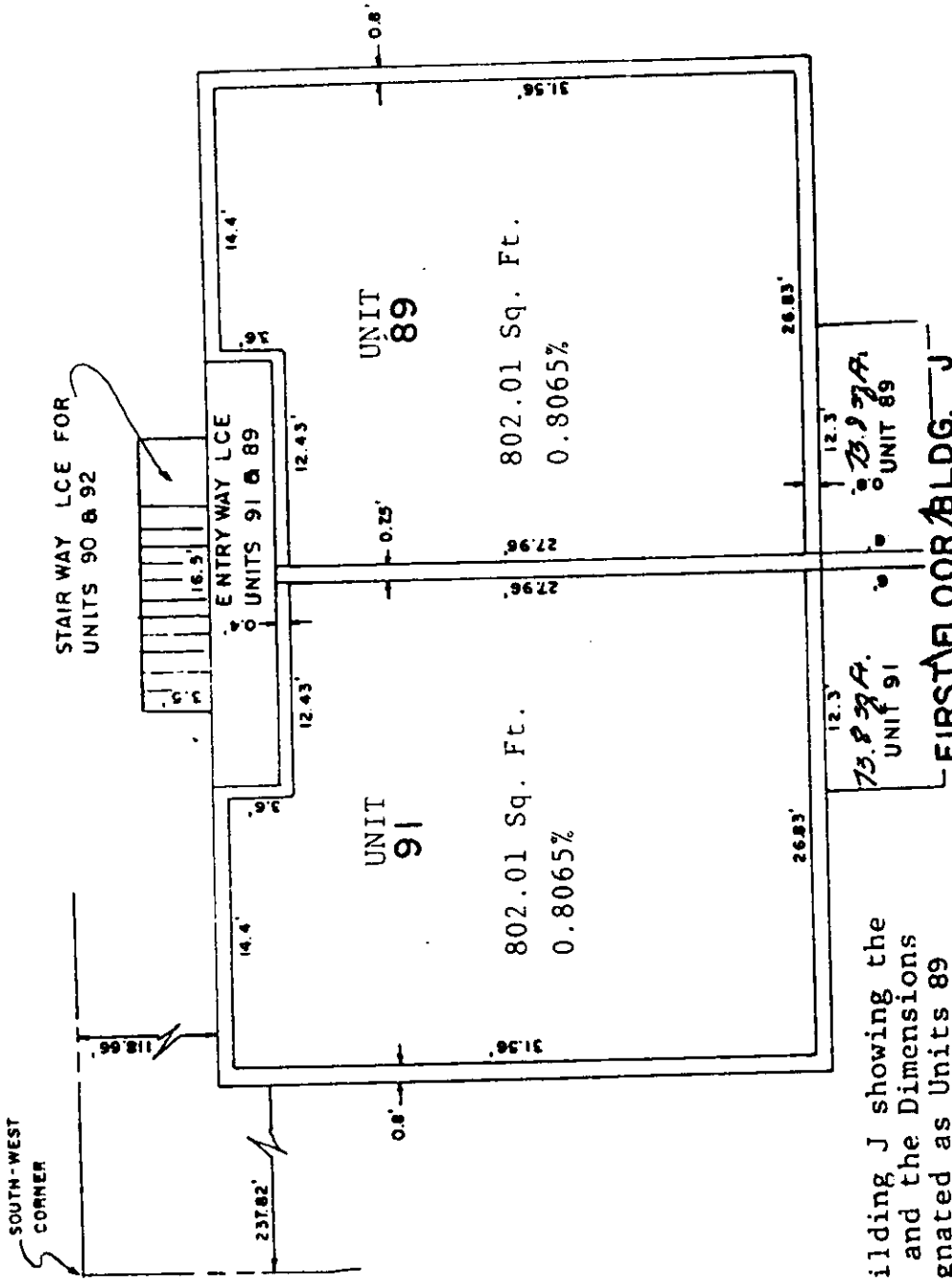
Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

Fin. Flr. 109.80

Fin. Ceil. 117.80

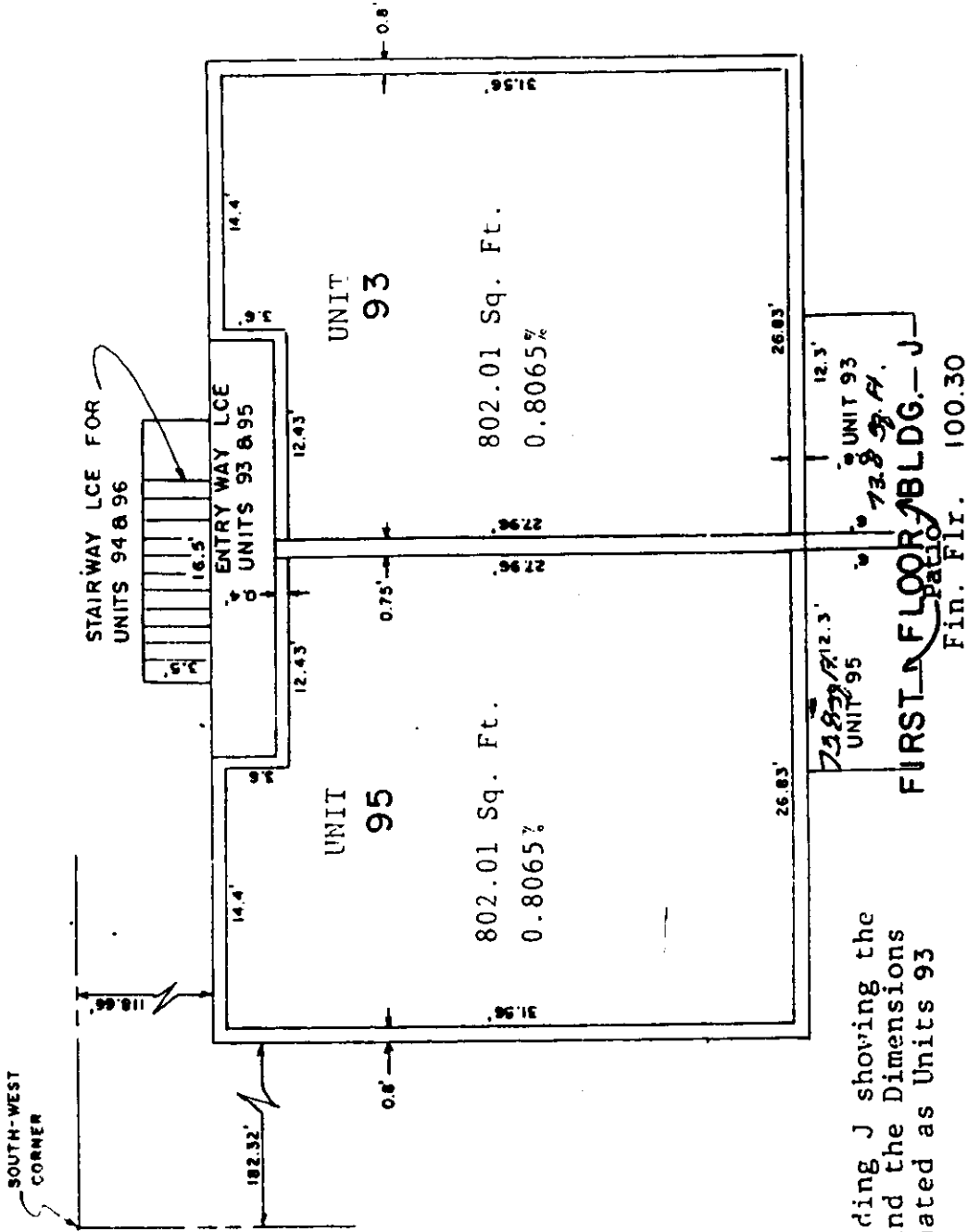
RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



Survey Plat: Part of Building J showing the location, Square footage and the Dimensions of the Units hereon designated as Units 89 and 91

Dimensions of Units are to the inside walls
 All areas on this floor outside of the Units are part of the common element.

RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



Survey Plat: Part of Building J showing the location, Square footage and the Dimensions of the Units hereon designated as Units 93 and 95

Dimensions of Units are to the inside walls
 All areas on this floor outside of the Units are part of the common element.

RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas

Survey Plat: Part of Building K showing the location, Square footage and the Dimensions of the Units hereon designated as Units 98 and 100

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

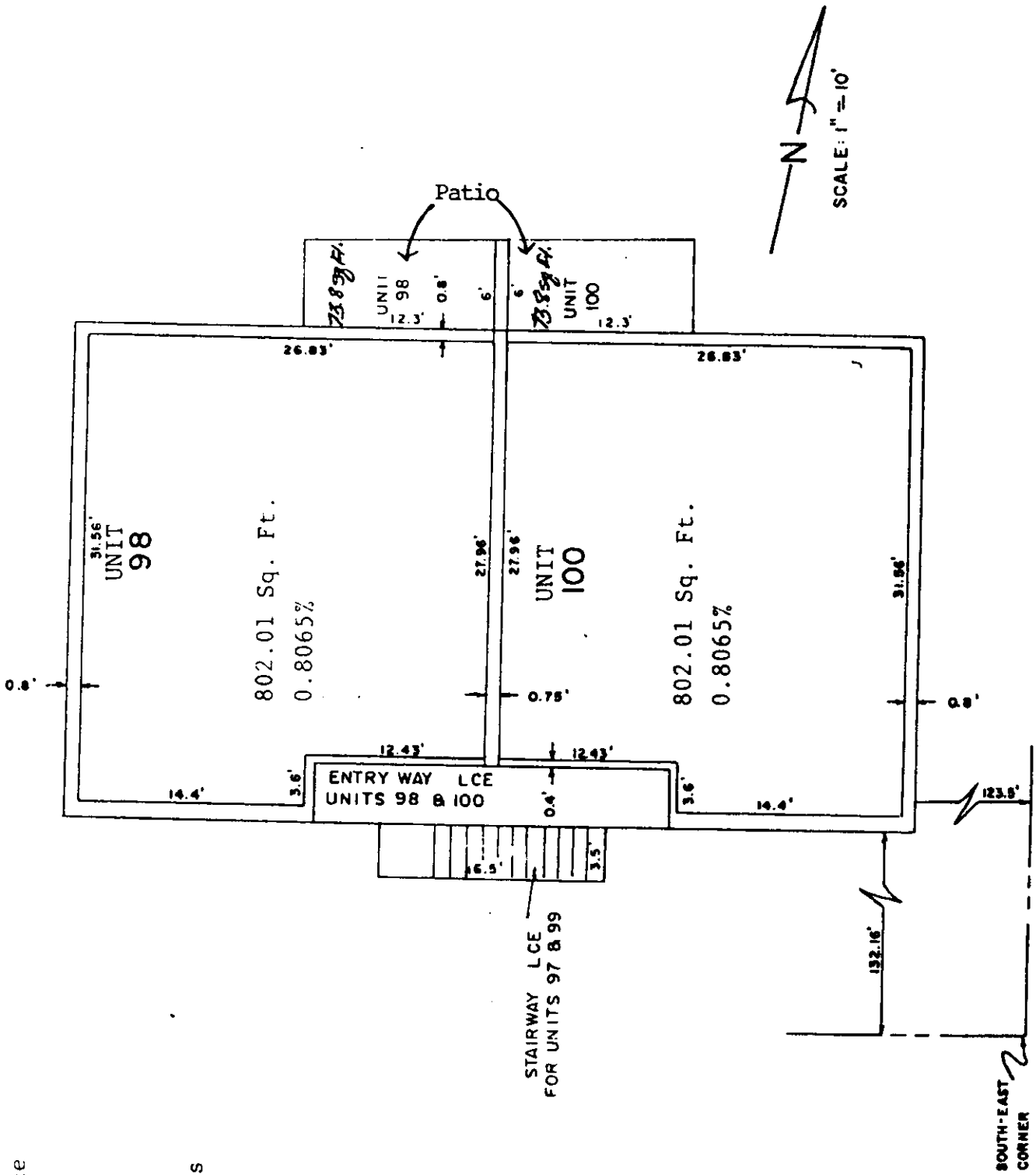
RST FLOOR BLDG. K

Fin. Flr. 100.30

Fin. Ceil. 108.30

RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



Survey Plat: Part of Building K showing the location, Square footage and the Dimensions of the Units hereon designated as Units 102 and 104

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

RST FLOOR BLDG. K

Fin. Flr. 100.30

Fin. Ceil. 108.30

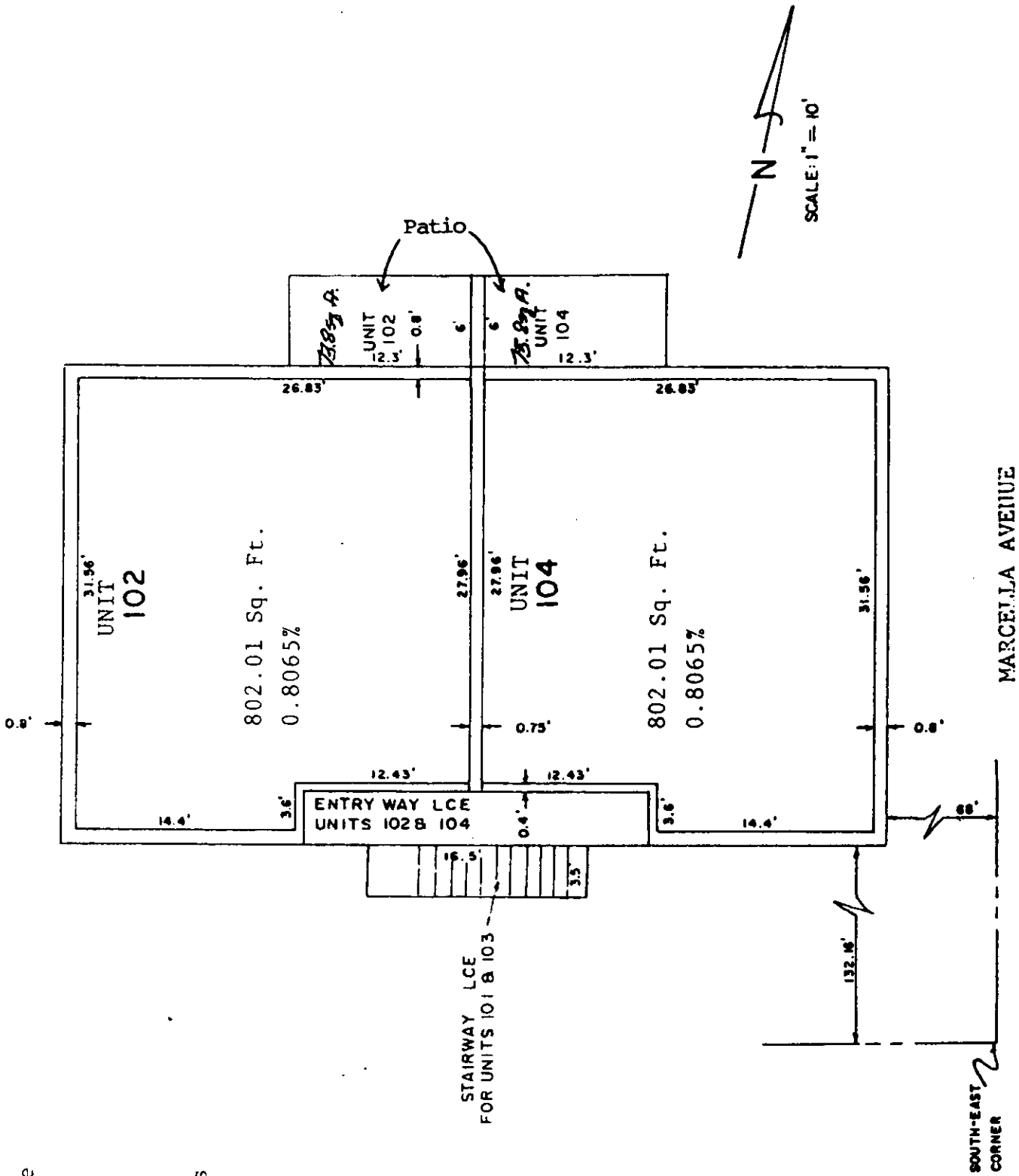
RAIN TREE CONDO:INIUMS

Calton Gardens Subdivision No. 2

Northern Addition

City of Laredo

Webb County, Texas



Survey Plat: Part of Building K showing the location, Square footage and the Dimensions of the Units hereon designated as Units 97 and 99

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

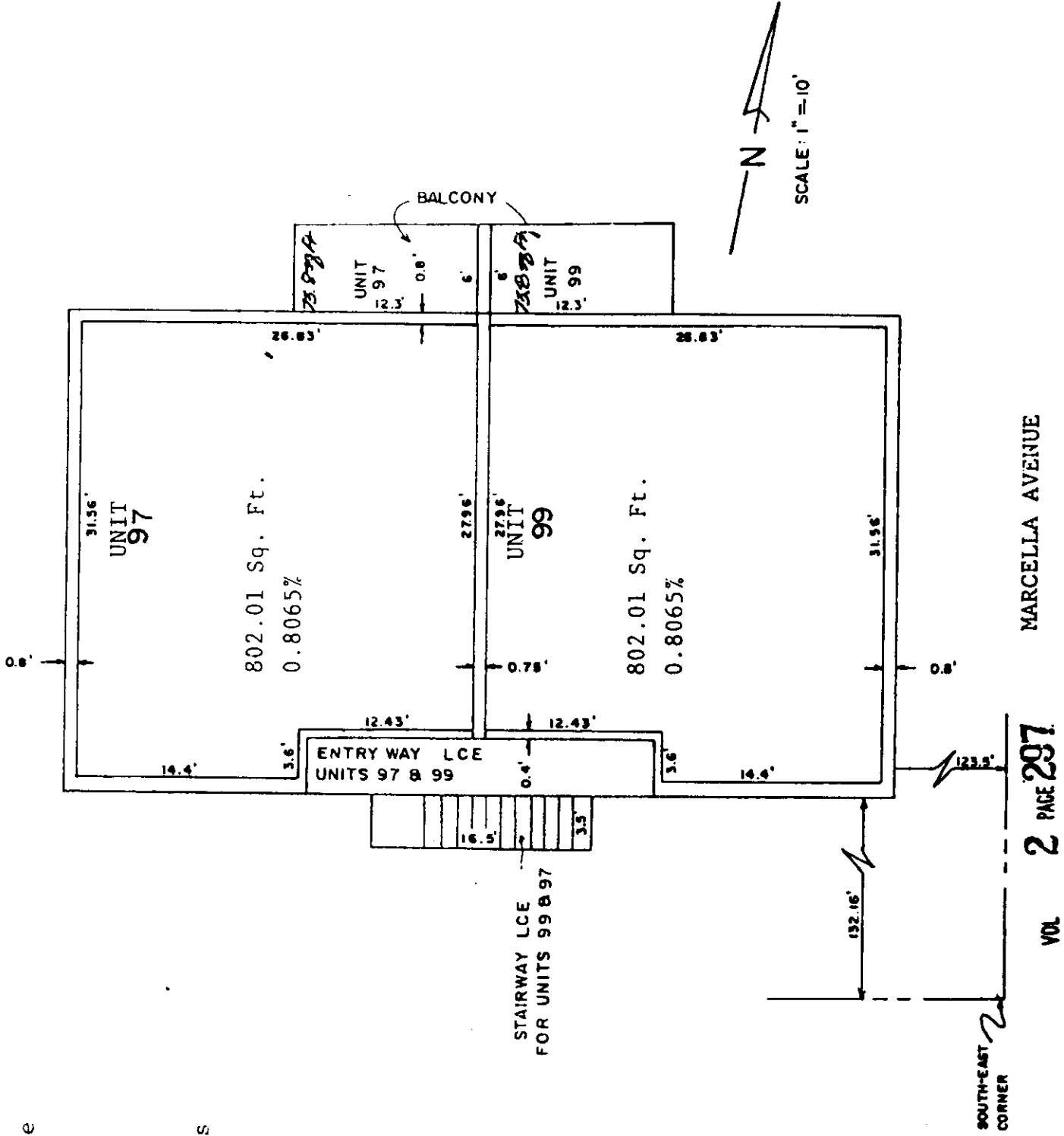
COND FLOOR BLDG. K

Fin. Flr. 109.80

Fin. Ceil. 117.80

RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
Northern Addition
City of Laredo
Webb County, Texas



Survey Plat: Part of Building K showing the location, Square footage and the Dimensions of the Units hereon designated as Units 101 and 103

Dimensions of Units are to the inside walls
 All areas on this floor outside of the Units are part of the common element.

2ND FLOOR BLDG. K

Fin. Flr. 109.80

Fin. Ceil. 117.80

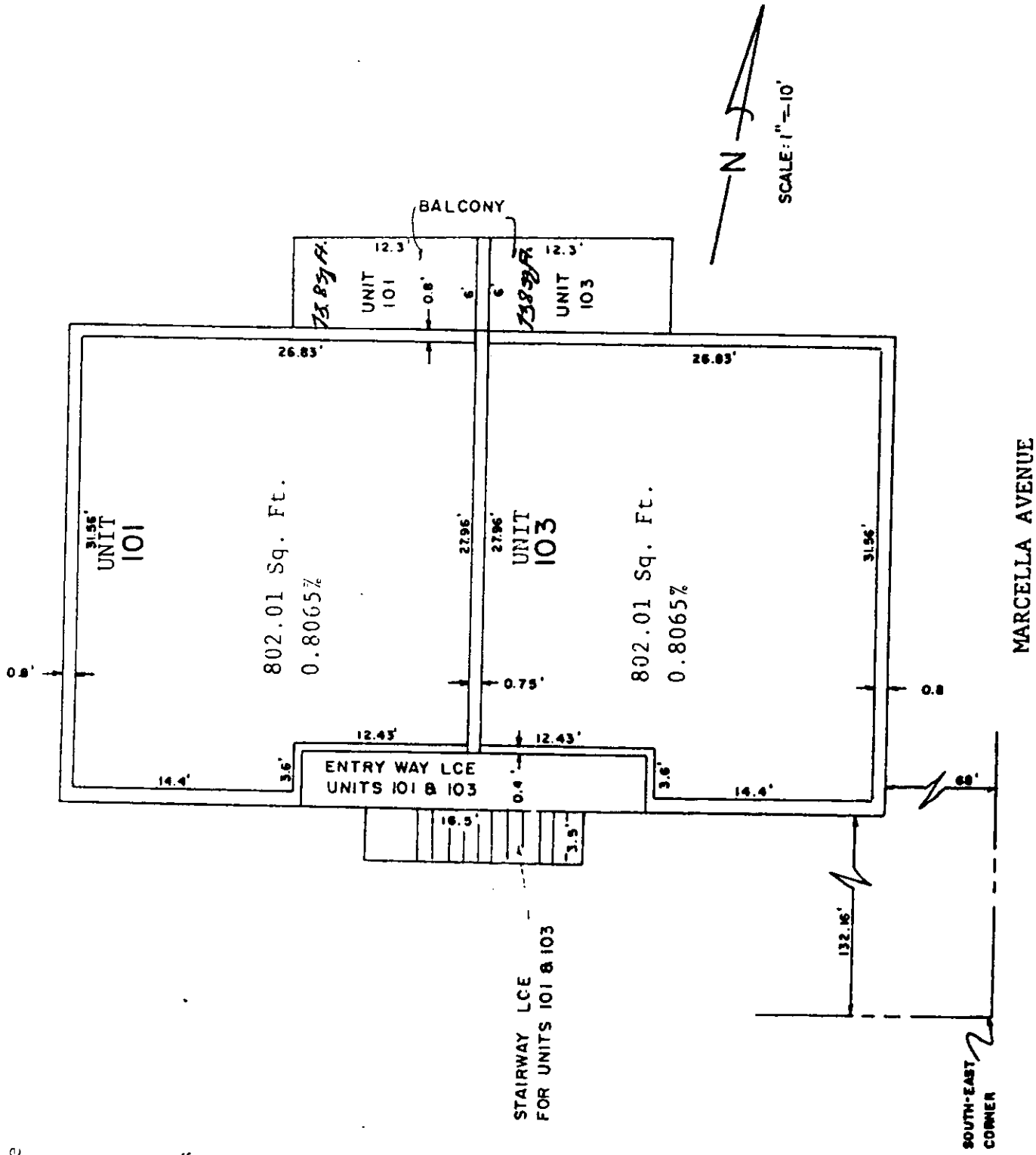
RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2

Northern Addition

City of Laredo

Webb County, Texas



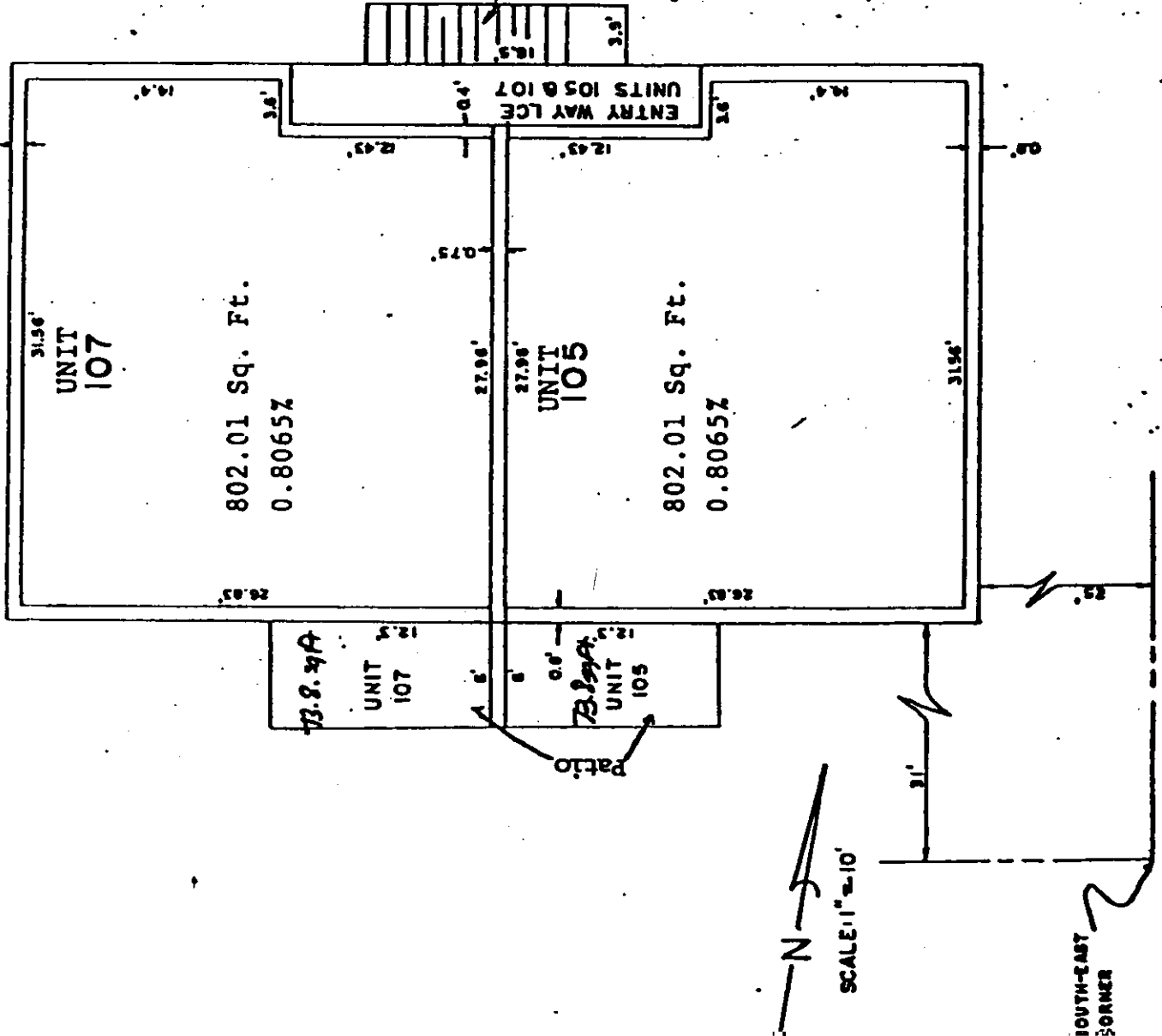
Survey Plat: Part of Building L showing the location, Square footage and the Dimensions of the Units hereon designated as Units 107 and 105

Dimensions of Units are to the inside wall.

All areas on this floor outside of the Units are part of the common element.

FIRST FLOOR BLDG. L

Fin. Flr. 99.65
 Fin. Ceil. 107.65



RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas

Survey Plat: Part of Building L showing the location, Square footage and the Dimensions of the Units hereon designated as Units 111 and 109

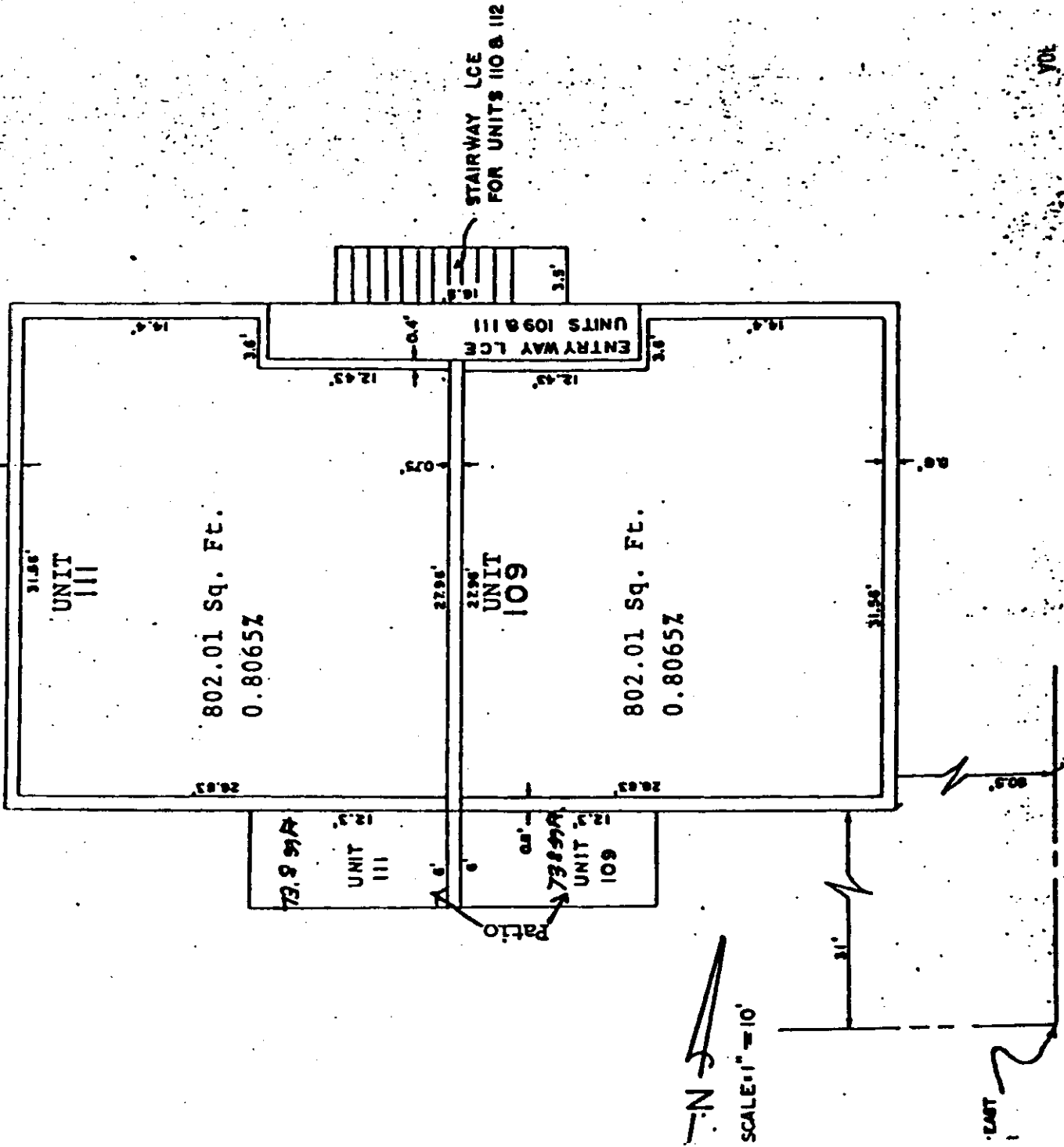
Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

FIRST FLOOR BLDG. L

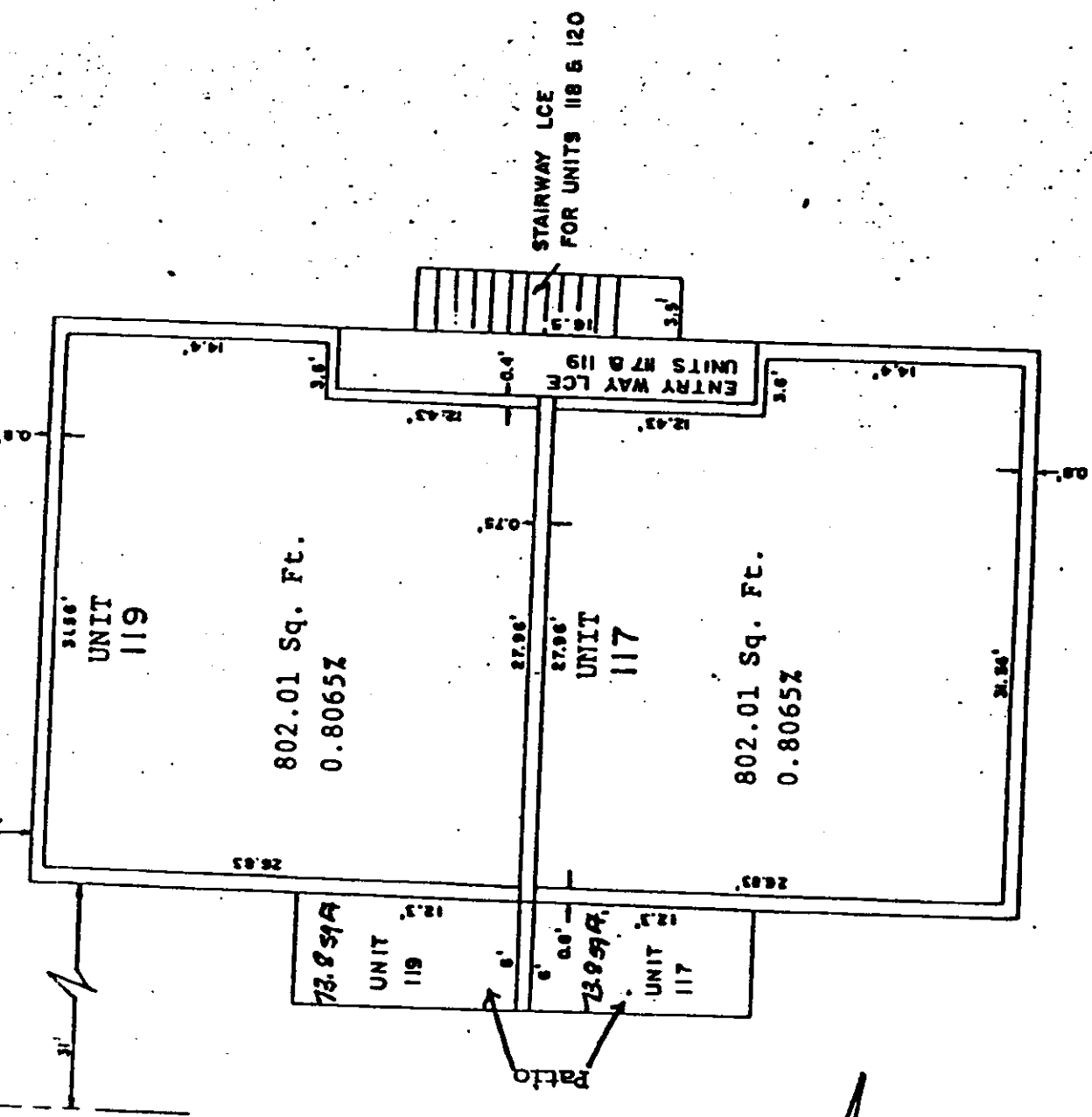
Fin. Flr. 99.65

Fin. Ceil. 107.65



RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas

SOUTH-WEST
CORNER



FIRST FLOOR BLDG L

Fin. Flr. 99.65
Fin. Cell. 107.65

Survey Plat: Part of Building L showing the location, Square footage and the Dimensions of the Units hereon designated as Units 119 and 117

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
Northern Addition
City of Laredo
Webb County, Texas

N
SCALE 1" = 10'

SOUTH-WEST
CORNER

Survey Plat: Part of Building L showing the location, Square footage and the Dimensions of the Units hereon designated as Units 123 and 121

Dimensions of Units are to the inside wall

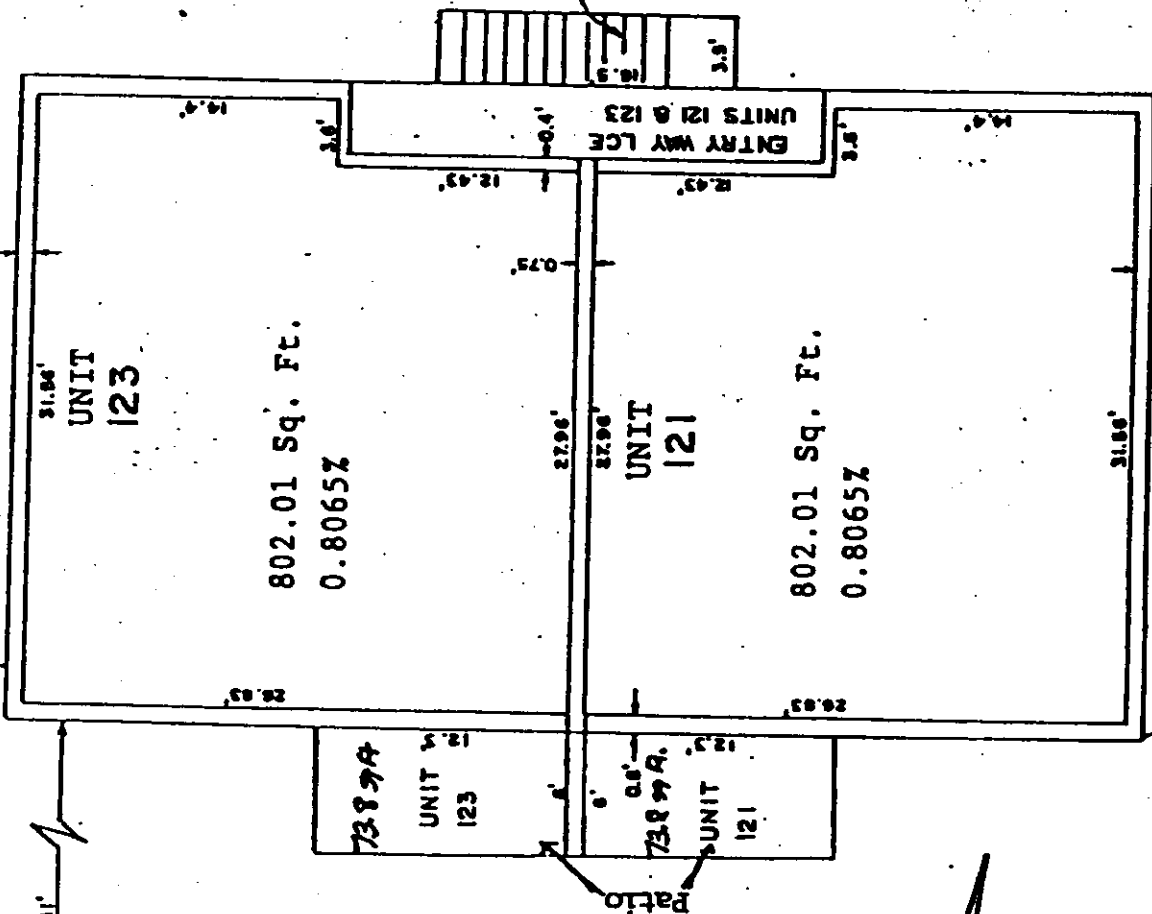
All areas on this floor outside of the Units are part of the common element.

FIRST FLOOR BLDG. L

Fin. Flr. 99.65

Fin. Cell. 107.65

STAIRWAY LCE
FOR UNITS 122 & 124



N
SCALE: 1" = 10'

RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
Northern Addition
City of Laredo
Webb County, Texas

REGISTERED

Survey Plat: Part of Building L showing the location, Square footage and the Dimensions of the Units hereon designated as Units 108 and 106.

Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

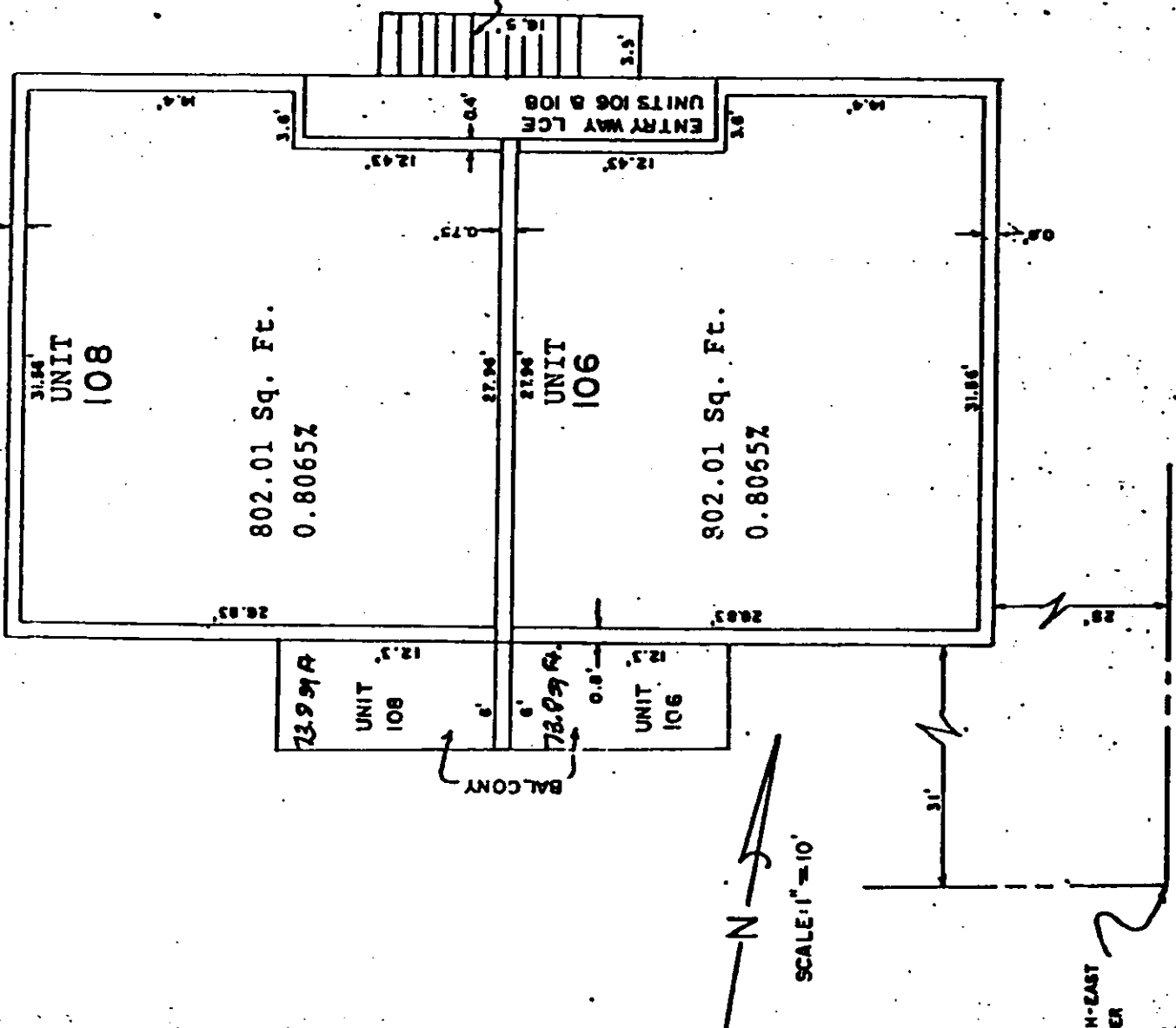
SECOND FLOOR BLDG. L

Fin. Flr. 109.15
 Fin. Cell. 117.15

STAIRWAY LCE
 FOR UNITS 106 & 108

RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



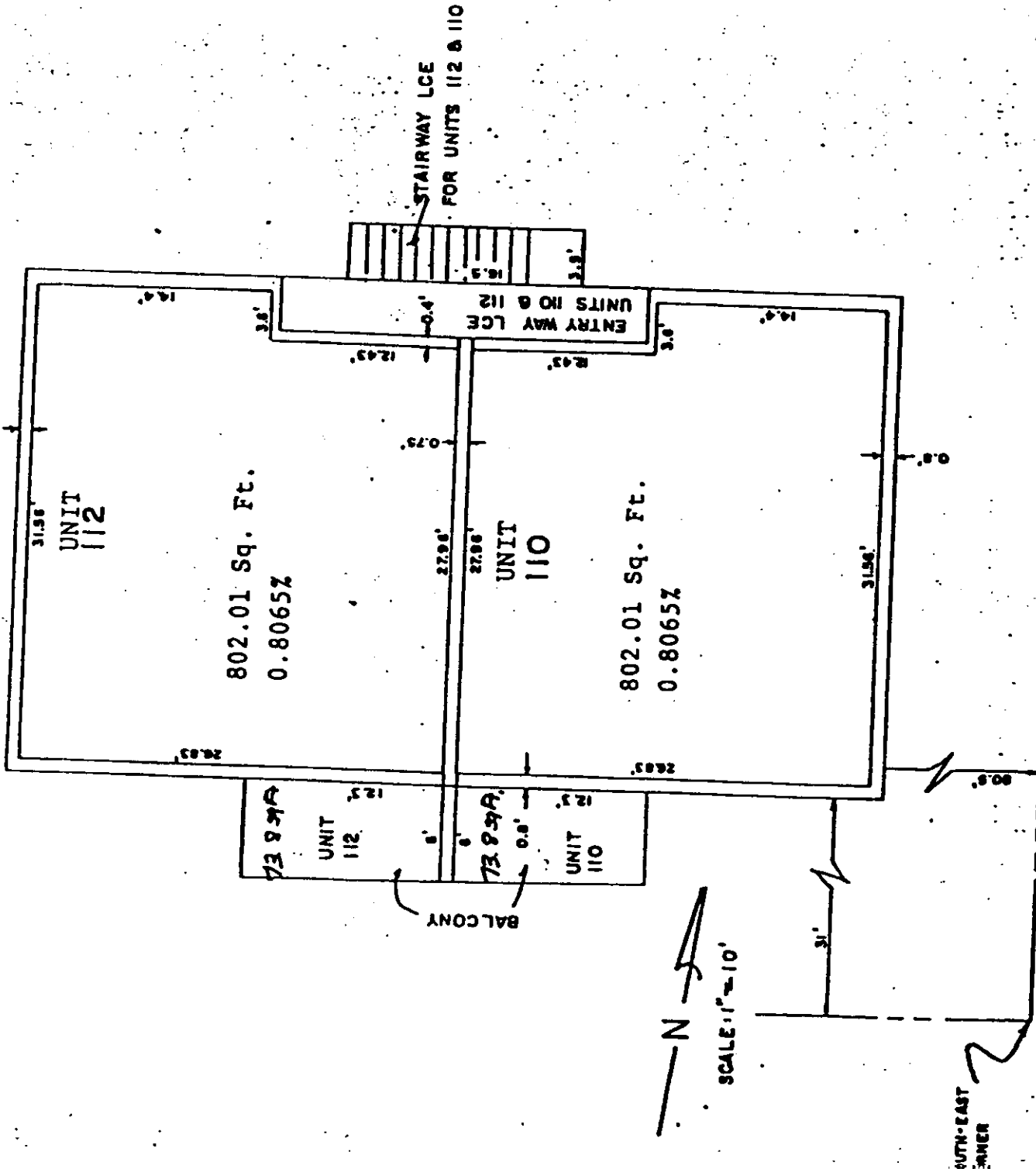
Survey Plat: Part of Building L showing the location, Square footage and the Dimensions of the Units hereon designated as Units 112 and 110

Dimensions of Units are to the inside wal

All areas on this floor outside of the Units are part of the common element.

SECOND FLOOR BLDG. L

Fin. Flr. 109.15
 Fin. Ceil. 117.15



RAIN TREE CONDOMINIUMS

Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas

MARCELLA AVENUE

VOL

2 PAGE 305

Survey Plat: Part of Building L showing the location, Square footage and the Dimensions of the Units hereon designated as Units 116 and 114.

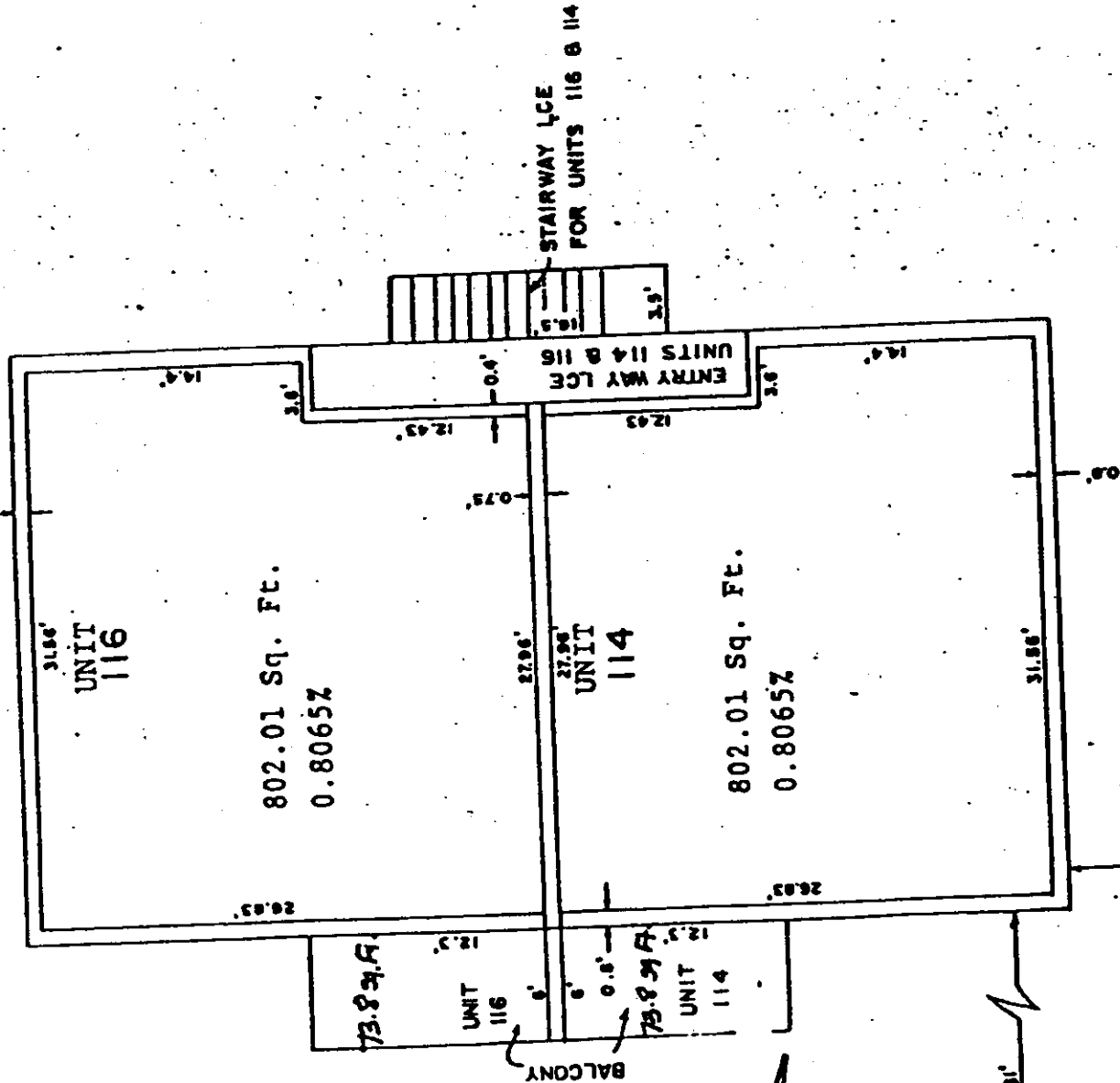
Dimensions of Units are to the inside wall.

All areas on this floor outside of the Units are part of the common element.

SECOND FLOOR BLDG. L

Fin. Flr. 109.15

Fin. Cell. 117.15



N
SCALE: 1" = 10'

SOUTH-EAST CORNER

MARCELLA AVENUE

RAIN TREE CONDOMINIUMS
Calton Gardens Subdivision No. 2
Northern Addition
City of Laredo
Webb County, Texas

Survey Plat: Part of Building L showing the location, Square footage and the Dimensions of the Units hereon designated as Units 120 and 118

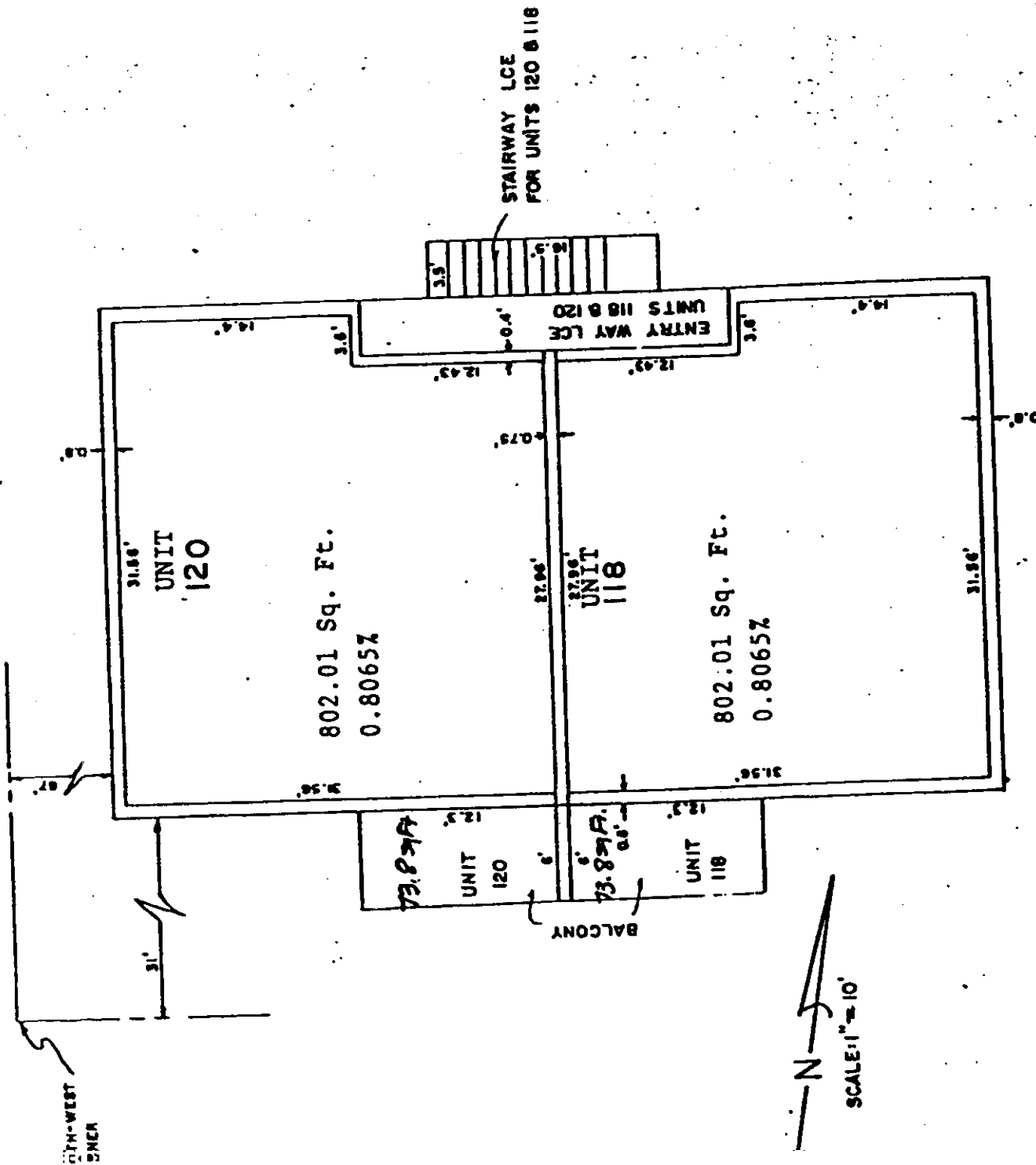
Dimensions of Units are to the inside walls

All areas on this floor outside of the Units are part of the common element.

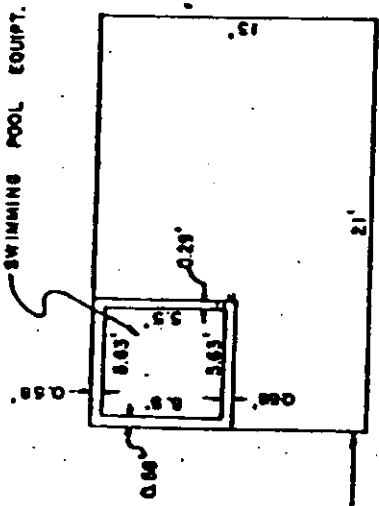
SECOND FLOOR BLDG. L

Fin. Flr. 109.15

Fin. Ceil. 117.15



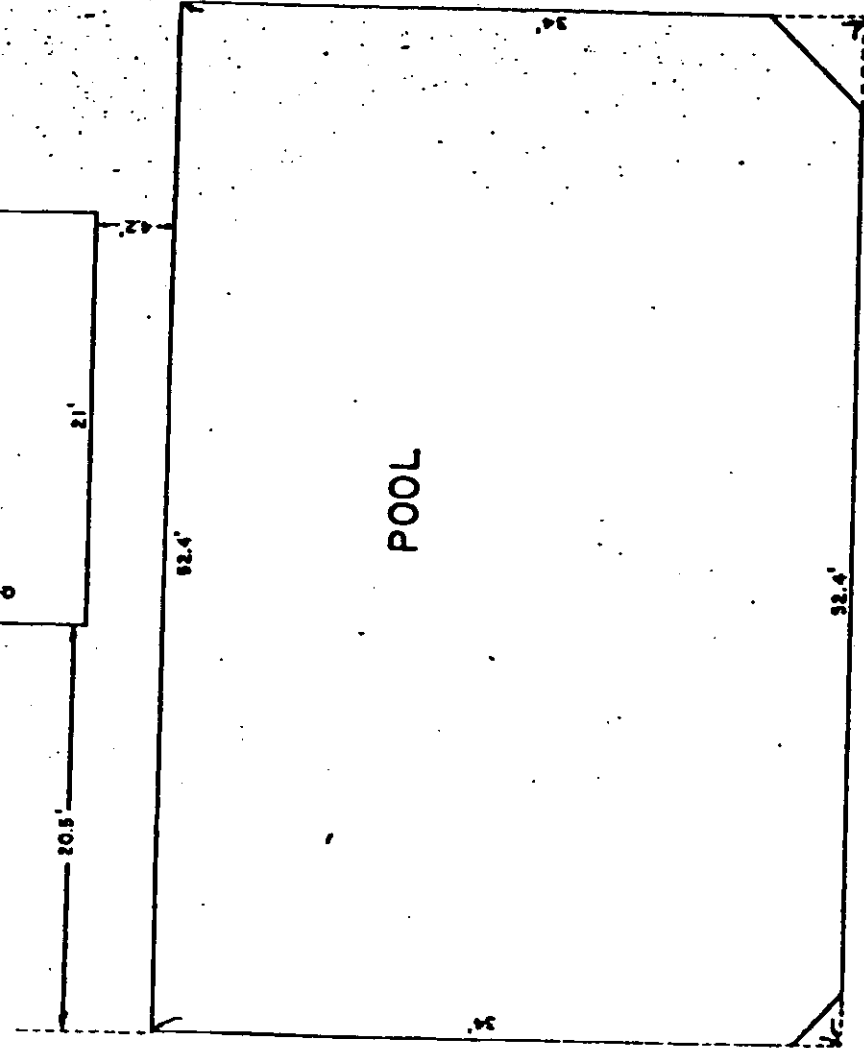
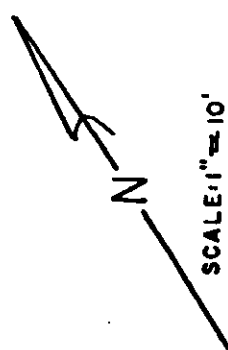
RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas



BUILDING M

FIN. FLR. 100.35

FIN. CEIL 108.35

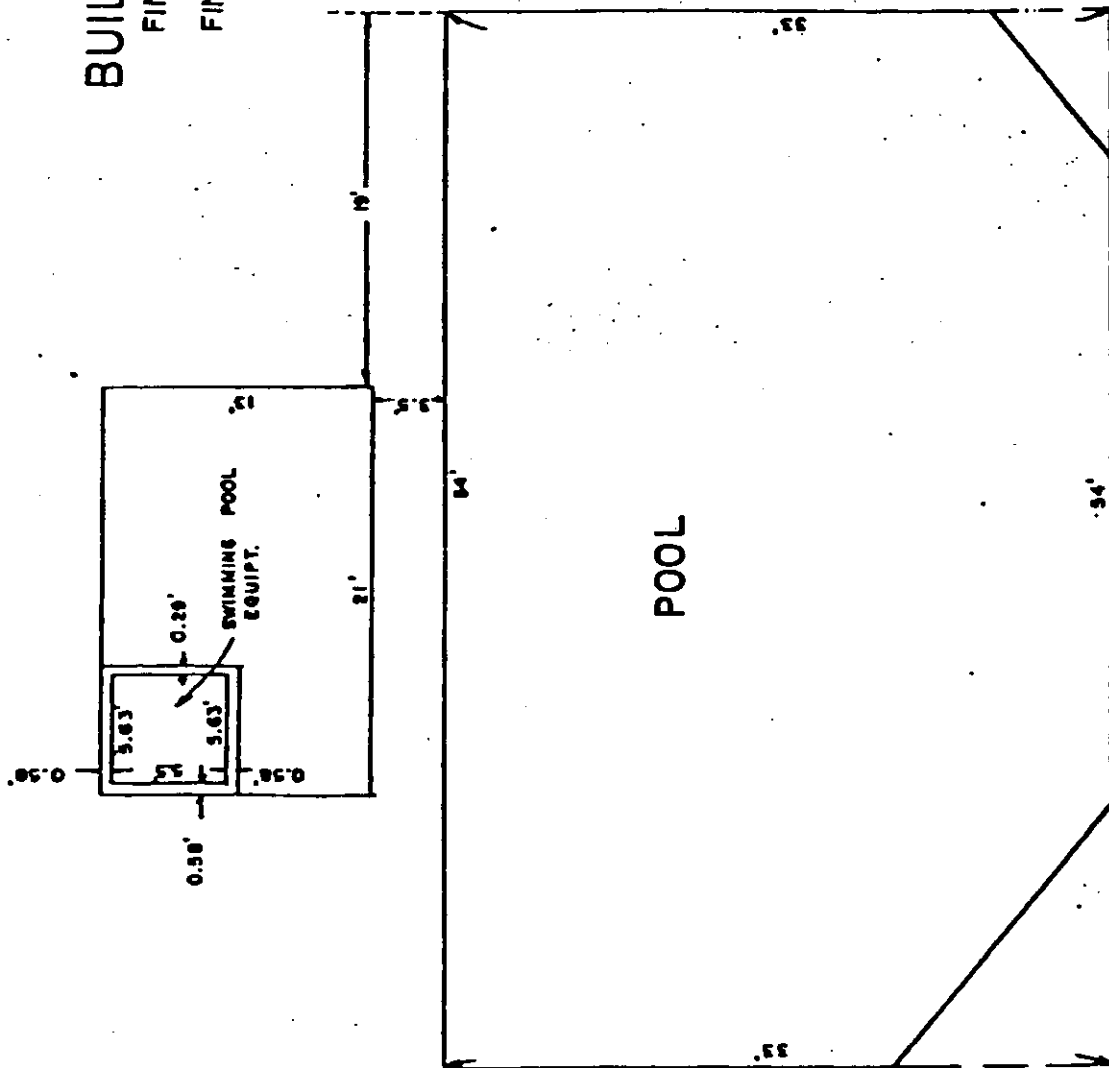


MECHANICAL BUILDING: 30.96 SQ. FT.

NOTE: 1. This Building is part of the Common Elements

RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas

BUILDING N
 FIN. FLR. 100.25
 FIN. CEIL. 108.25



MECHANICAL BUILDING: 30.96 SO. FT.

NOTE: 1. This Building is part of the Common Elements

RAIN TREE CONDOMINIUMS
 Calton Gardens Subdivision No. 2
 Northern Addition
 City of Laredo
 Webb County, Texas

FILED: 4-23-82 AT 11:04
 HENRY FLORES
 COUNTY CLERK, WEBB COUNTY, TEXAS
 BY _____ DEPUTY. A.M.