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**MASTER DECLARATION OF COVENANTS
AND RESTRICTIONS APPLICABLE TO
SHARYLAND BUSINESS PARK**

THIS MASTER DECLARATION OF COVENANTS AND RESTRICTIONS APPLICABLE TO SHARYLAND BUSINESS PARK, is made this 5th day of September, 1997, by **HUNT VALLEY INDUSTRIAL I, L.P.**, a Texas limited partnership (herein called "Declarant") whose address is 1445 Ross at Field, Suite 2000, Dallas, Texas 75202-2785.

WITNESSETH

WHEREAS, Declarant is the record owner of certain real property located in Sharyland Business Park, Area I Addition, an addition to the City of McAllen, Texas, being described in Section 2.1 of this Declaration (herein called the "Property"); and

WHEREAS, in order to protect the value and desirability of the Property, Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, development standards, charges and liens hereinafter set forth and yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to control and maintain the premium quality and distinction of the Property; and

WHEREAS, Declarant has deemed it desirable, and in the best interests of the Owners of the Lots (as such terms are hereinafter defined), for the preservation of the property values in said community and efficient maintenance and improvements of the common landscaped areas, to create an entity to which would be delegated and assigned the powers and responsibilities of maintaining certain common areas within the Property, enforcing this Declaration, collecting and disbursing the assessments and charges hereinafter created, and performing all other functions as set forth in this Declaration; and

WHEREAS, Declarant intends to cause a non-profit corporation to be incorporated under the Texas Non-Profit Corporation Act to be designated as such entity, and Declarant anticipates that such entity will be chartered as Sharyland Business Park Property Owners Association, Inc.

NOW THEREFORE, Declarant hereby declares that the Property and such additions thereto as may hereafter be made pursuant to the terms hereof is and shall be held, transferred, sold,

mortgaged, conveyed and occupied subject to the covenants, restrictions, conditions, easements, development standards, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.1 The following words, when used in this Declaration shall have the following meanings, unless the context shall prohibit:

- (a) "Assessments" shall mean and refer to the Association's Annual Special and Specific Assessments levied in accordance with Article IV of this Declaration.
- (b) "Association" shall mean and refer to Sharyland Business Park Property Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.
- (c) "Board" shall mean and refer to the Board of Directors of the Association.
- (d) "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.
- (e) "City" shall mean and refer to the City of McAllen, Texas.
- (f) "Committee" shall mean and refer to the Development Control Committee as provided for in Article VII hereof.
- (g) "Common Landscaped Areas" shall mean and refer to the landscaped median(s) located within streets or rights-of-way dedicated by the Declarant to the public within the Property and the ponds, water features, drainageways, sumps, and other drainage conveyances and water storage facilities dedicated by the Declarant to the public within the Property (excluding those located on Lots owned and controlled by Owners).
- (h) "Common Facilities" shall mean and refer to the landscaping irrigation systems serving the Common Landscaped Areas, lighting facilities, entry graphics and features, signage, buildings, gates and street furniture (if any) installed in the Common Landscaped Areas, but excluding driveway or parking area lighting and street furniture installed or to be installed by Owners.
- (i) "Common Properties" shall mean and refer, collectively, to the Common Landscaped Areas and the Common Facilities.
- (j) "Declarant" shall mean and refer to HUNT VALLEY INDUSTRIAL I, L.P., its successors and assigns.

(k) "Default Rate" shall mean and refer to the rate of interest equal to three percent (3%) over the prime interest rate being charged by NationsBank Texas, N.A., or its successor, or the maximum legal rate per annum if lower.

(l) "Improvement" shall mean and refer to all buildings, roofed structures, parking areas, loading areas, trackage, fences, walls, hedges, mail boxes, mass plantings, poles, driveways, ponds, lakes, pools, fountains, tennis courts, signs, exterior illumination, changes in any exterior color or shape and any new exterior construction or exterior improvement exceeding Five Thousand Dollars (\$5,000) in cost which may not be included in any of the foregoing. The term "Improvement" does not include garden shrub or tree replacements; any interior improvements; or any replacement or repair of any magnitude which ordinarily would be expensed in accounting practice and which does not change exterior colors or exterior appearances. The term "Improvement" does include both original improvements and all subsequent alterations, changes and improvements.

(m) "Landscaping" shall mean and refer to growing plants, including grass, plantings, vines, ground cover, trees, hedges and shrubs.

(n) "Lot" shall mean and refer to any parcel, plot, or tract of land identified by lot and/or block number shown upon any recorded subdivision plat of all or any portion of the Property.

(o) "Majority Vote" shall mean and refer to the affirmative vote of (i) fifty one percent (51%) or more of the votes entitled to be cast by Members in Good Standing of the Association present and voting in person or by legitimate proxy, and (ii) of the class B Members, so long as Class B shall exist, at a meeting of the Members duly called at which a quorum is present, and otherwise convened and conducted in accordance with the Bylaws of the Association.

(p) "Member" shall mean and refer to the owner of record of a Lot or subdivided part thereof who shall be a member of the Association provided in Article III hereof.

(q) "Member in Good Standing" shall mean and refer to each Member of the Association who: (i) is not in default in payment of any Assessment levied by the Association in accordance with the terms of this Declaration; (ii) nor in receipt of a notice of default from Declarant or the Association pertaining to any default under this Declaration, any Supplemental Declaration, any Master Plan Guidelines, or any rule or regulation promulgated by the Association, which default remains uncured in the opinion of Declarant; (iii) nor named as a party in any pending legal action, suit or proceeding brought by Declarant, the Association, or any other party with standing to enforce any provision hereof.

(r) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

(s) "Property" shall mean and refer to the real property more particularly described on Exhibit "A" attached to this Declaration and incorporated herein by reference for all purposes,

together with such Additional Property as may be periodically annexed to the scheme of this Declaration in accordance with the terms of Article II. The Property is sometimes referred to in this Declaration as "Sharyland Business Park."

(t) "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed or consented to by Declarant which subjects additional property to the scheme of this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein. The term shall also refer to the instrument recorded by the Declarant or the Association pursuant to Article VII of this Declaration to subject additional property to this Declaration.

ARTICLE II

PROPERTY

Section 2.1 Property Subject to Declaration. The real property subject to the scheme of this Declaration is described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes. The Property and all Lots within the Property shall be owned, held, occupied, leased, encumbered, mortgaged, transferred, sold, and/or conveyed by Declarant, or any subsequent Owner of all or any part thereof, subject to this Declaration.

Section 2.2 Annexations to the Property by Supplemental Declaration. If Declarant or any other person, firm or corporation is the owner of any property ("Additional Property") which it desires to add or annex to the scheme of this Declaration, it may do so by filing of record a Supplemental Declaration, extending the scheme of this Declaration to such Additional Property. Covenants, restrictions, easements and development standards set forth in this Declaration as applied to the Additional Property may be altered or modified by the Supplemental Declaration as set forth in Section 2.3 of this Article. If Additional Property is annexed or added to the scheme of this Declaration by any person, firm or corporation other than Declarant, the Declarant and (to the extent the Declarant is no longer a Class B Member of the Association), the Association, acting through its Board of Directors, must give written consent thereto.

Section 2.3 Addition or Variation of Covenants, Restrictions and Development Standards by Supplemental Declaration. The Declarant may unilaterally subject any portion of the Property to additional covenants, restrictions, easements and development standards, including covenants obligating the Association to maintain and insure such property on behalf of the Owners thereof and obligating such Owners to pay the costs incurred by the Association, by filing of record a Supplemental Declaration. To the extent such Supplemental Declaration shall apply to any property not owned by Declarant, the Supplemental Declaration shall require the written consent of the owner(s) of such Additional Property.

Section 2.4 Contents of Supplemental Declaration. Each Supplemental Declaration shall include a legal description of the Property to which such Supplemental Declaration shall apply.

Such Supplemental Declaration shall set forth the covenants, restrictions, easements, and development standards and protective covenants to which such property shall be subject and/or such amendments (if any) of this Declaration as are intended to be made by the Supplemental Declaration.

Except as set forth above, or pursuant to Section 10.2 hereof, such Supplemental Declaration shall not revoke, modify or change any other provision contained within this Declaration, nor shall such Supplemental Declaration revoke, modify or add to the development standards and protective covenants established by this Declaration, nor revoke, modify or add to the development standards and protective covenants established by previously filed Supplemental Declarations as they apply to previously annexed Additional Properties.

Section 2.5 Merger or Consolidation. The Association may, by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by the Members present and voting or represented by legitimate proxy at a legally constituted meeting at which a quorum is present, approve a plan of merger or consolidation with another association. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, restrictions and development standards established by this Declaration and Supplemental Declarations, if any, within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants, restrictions and development standards established by this Declaration or any Supplemental Declaration pertaining to the Property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1 Membership. Each and every Owner of record of a Lot, or subdivided portion thereof, shall automatically become and must remain a Member in good standing of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. Any transfer of title, to a Lot, or subdivided portion thereof, shall operate automatically to transfer membership in the Association appurtenant to such Lot to the new Owner thereof. Each co-owner of a Lot resulting from any transfer of title to a portion of or undivided interest in a Lot shall be a Member of the Association with voting rights as provided in Section 3.2

Section 3.2 Classes of Voting Members. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all Members with the exception of Declarant.

Class A Members shall be entitled to one (1) vote for every one thousand (1,000)

square feet of land, or major fraction thereof, contained in the Lot owned by each such person or legal entity as of the date of the notice of the meeting at which the vote is to be cast. When two (2) or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be Members; provided, however, that the vote for such Lot shall be exercised as they, among themselves, determine, and in no event shall more than one (1) vote be cast with respect to each one thousand (1,000) square feet of land, or major fraction thereof, contained in a Lot in which such Members own undivided interests.

Class B. Except as provided in Sections 4.4 and 4.6 of Article IV below, the Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each one thousand (1,000) square feet of land, or major fraction thereof, of the Property owned by Declarant as of the date of the notice of the meeting at which the vote is to be cast. Notwithstanding anything contained herein to the contrary, the Class B membership shall cease and be converted to Class A membership, when Declarant shall have sold and conveyed ninety percent (90%) or more of the land area within the Property (including any additions or annexations thereto, but excluding areas within portions of the Property dedicated to the public) to third party purchasers of Lots.

Section 3.3 Voting, Quorum and Notice Requirements. The Majority Vote of the Members shall be the act of the Members meeting, except that any action authorized by Section 4.5 hereof shall require the assent of two-thirds (2/3) of the votes entitled to be cast by the Members in Good Standing present and voting in person or represented by legitimate proxy at a legally constituted meeting at which a quorum is present. The number of votes present at a meeting that will constitute a quorum shall be as set forth in the Bylaws of the Association, as amended from time to time. Notice requirements for any and all actions to be taken by the members of the Association shall be as set forth herein or in the Bylaws, as the same may be amended from time to time. Any Member who is not a Member in Good Standing shall not be entitled to cast a vote on any matter coming before the Association during the pendency of such Member's default or enforcement proceeding.

Section 3.4 Assignability. Any Owner may collaterally assign, as additional security, its voting rights to the beneficiary of a first lien deed of trust or first mortgage covering the Lot or subdivided part thereof owned by an Owner. Any such assignment, however, shall not be effective until written notice thereof is actually received by the Association together with evidence of said lessee's, beneficiary's or mortgagee's entitlement to cast said votes.

ARTICLE IV

COVENANTS AND ASSESSMENTS

Section 4.1 Creation of the Lien and Obligation of Assessments. Declarant, for each Lot owned by it within the Property, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot), to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies): (i) Annual Assessments; (ii) Special Assessments; and (iii) Specific Assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and a continuing lien upon each Lot against which each such Assessment is made and shall also be the continuing obligation of the then-existing Owner of such Lot at the time when the Assessment became due.

Section 4.2 Purpose of Assessments. All Assessments levied by the Association shall be used exclusively for the purpose of promoting the enjoyment and welfare of the Owners of Lots within the Property and for the proper maintenance and improvement of the Common Properties, including, but not limited to: (i) maintenance (and replacement as necessary) of the Common Landscaped Areas; (ii) the payment of premiums for hazard insurance in connection with the Common Properties and any improvements or facilities thereon to be replaced by the Association, public liability insurance, or other insurance purchased by the Association; (iii) paying the cost of labor, equipment (including the expense of leasing any equipment) and material required for, and management and supervision of, the Common Properties; (iv) paying the costs and fees of a manager or firm retained to manage the affairs and carry out the duties of the Association; (v) carrying out the duties of the Board of Directors of the Association; and (vi) carrying out the purposes of the Association as stated herein.

Section 4.3 Basis and Amount of Annual Assessment.

(a) Computation. It shall be the duty of the Board to prepare on an annual basis a budget covering the estimated costs of operating the Association and performing its responsibilities during the coming fiscal year. The budget shall include a capital component, if necessary, establishing a capital reserve fund.

The assessment (the "Annual Assessment") to be levied against each Lot for the coming fiscal year for the funding of the Association's annual budget shall be based upon an assessment rate which is reasonably expected to produce total Assessment revenues to the Association equal to the Association's total budgeted expenses, including budgeted reserves. In determining the rate of Assessments, the Board in its discretion, may consider other sources of funds available to the Association. In order to determine the Annual Assessment to be levied against each Lot, the total anticipated by the Association shall be multiplied by a fraction, the numerator of which

is the assessed value (herein so-called) of the Lot for ad valorem tax purposes assessed by the Hidalgo County Appraisal District, the City of McAllen, or other governmental appraisal unit, and the denominator of which is the aggregate Assessed Value of all Lots in the Property. For purposes of this calculation, the Assessed Value of a Lot shall include the Assessed Value of land and all improvements to the land.

The budget and the annual assessments shall become effective unless disapproved by Majority Vote of the Members. There shall be no obligation to call a meeting for the purposes of considering a budget except on petition of the Owners as provided for special meetings in the Bylaws of the Association.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

(b) Declarant Subsidy. So long as the Declarant has the right unilaterally to annex a additional property to the scheme of this Declaration pursuant to Article II hereof, the Declarant may elect, but shall not be obligated, to reduce the Annual Assessments for any fiscal year by payment of a subsidy, which may be either a contribution or advance against future Annual Assessments due from Declarant, or a loan, in the Declarant's discretion; provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Association's budget. The payment of such subsidy in any year shall under no circumstances obligate the Declarant to continue payment of such subsidy in future years.

Section 4.4 Maximum Assessment Rate. The rate applied by the Association for Annual Assessments shall not exceed the rate of thirty-five cents (\$0.35) per one hundred dollars (\$100.00) of such valuation (the "Maximum Assessment Rate") unless increased as set forth in Section 4.4 below. The Maximum Assessment Rate may be increased only upon a Majority Vote of the Members represented by legitimate proxy at a meeting duly called for such purpose at which a quorum is present, written notice of which shall be given to all Members at least thirty (30) days in advance. For purposes of this vote, the Class B Member shall be entitled to only one (1) vote for each one thousand (1,000) square feet of land, or major fraction thereof, of the Property owned by the Class B Member as of the date of the notice of the meeting.

Section 4.5 Additional Assessments. In addition to the Annual Assessment authorized by Section 4.3 hereof, the Association may, by vote of its members as set forth in Section 4.6 hereof, levy in any assessment year or years a special assessment (herein so-called) for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement, including the necessary fixtures and personal property related thereto, or for carrying out the purposes of the Association as stated in its Articles of Incorporation or as stated herein.

In addition, the Association may levy a specific assessment (herein so-called against any Lot if (i) necessary to reimburse the Association for costs incurred in bringing the Lot into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, and Master Plan Guidelines; (ii) the conduct of such Owner his licensee, lessee, invitee or guest was in violation of the provisions of the Declaration, any applicable Supplemental Declaration, and Master Plan Guidelines and such violation resulted in a monetary fine being imposed against such Owner, in which case the fine shall constitute the Specific Assessment; or (iii) the conduct of such Owner, his licensee, lessee, invitee or guest resulted in damage to any portion of the Common Properties, in which case the costs incurred in repairing such damage and any applicable insurance deductible shall constitute the Specific Assessment. Such Specific Assessment may be levied upon the vote of the Board after notice to the Owner and an opportunity to cure the violation.

Section 4.6 Vote Required for Additional Assessment. Any Additional Assessment authorized by Section 4.5 hereof must be approved by two-thirds (2/3) of the votes entitled to be cast by Members in Good Standing present and voting in person or represented by legitimate proxy at a meeting duly called for such purpose at which a quorum is present. Written notice of such meeting shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. For purposes of this vote, the Class B Member shall be entitled to only one (1) vote for each one thousand (1,000) square feet of land, or major fraction thereof, of the Property owned by Declarant as of the date of the notice of the meeting.

Section 4.7 Commencement Date of Annual Assessments. The first Annual Assessments provided for herein shall commence with the year 1998 and shall continue thereafter from year to year.

Section 4.8 Due Date of Assessments. Any Assessment shall become due and payable ten (10) days after notice of such Assessment is given by the Association and shall be considered delinquent if not paid within thirty (30) days of such notice. The due date and delinquent date of any Additional Assessment levied pursuant to Section 4.5 hereof shall be fixed in the resolution authorizing such assessment, but the delinquency date shall in no event be sooner than forty five (45) days after the date of the Association's notice of the assessment.

Section 4.9 Duties of the Board of Directors with Respect to Assessments. In the event of the establishment or revision of the amount or rate of Annual Assessments, or establishment of a Special Assessment, the Board of Directors shall fix the amount of the Association's annual budget and Assessment against each Lot or subdivided part thereof and the applicable due date(s) for each assessment at least forty-five (45) days in advance of such due date and shall, at that time, prepare a roster of the Lots or subdivided part thereof and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be delivered or mailed to every Owner of record subject thereto.

The Board of Directors shall, upon request by an Owner, and payment of a reasonable charge established by the Board, cause to be furnished to any such Owner liable for said Assessment a certificate in writing signed by an officer of the Association setting forth whether said Assessment

has been paid. Such certificate shall be conclusive evidence of the payment for any Assessment therein stated to have been paid.

Section 4.10 Owner's Personal Obligation for Payment of Assessments. Assessments shall be the personal and individual debt of the Owner of the Lot covered by such assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at an annual interest rate equal to the Default Rate on the amount of the Assessment from the due date thereof, together with all costs and expenses of collection, including attorney's fees.

Section 4.11 Assessment Lien and Foreclosure. All unpaid Assessments, together with interest as provided in Section 4.10 hereof and the cost of collection, including attorney's fees as herein provided, shall be a continuing lien and charge on the property covered by such Assessment, which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. The aforesaid lien shall be superior to all other liens and charges against the said property, except for tax liens and a first mortgage lien or first deed of trust lien of record securing sums borrowed for the acquisition of or construction of improvements on the Lot in question. Upon the written request of any mortgagee holding a lien of the first priority on any part of the Property, the Association shall report to said mortgagee any unpaid Assessments burdening property in which such mortgagee holds an interest.

The Association shall have the power to subordinate the aforesaid Assessment lien to any other lien. Exercise of such power shall be entirely discretionary with the Board of Directors of the Association.

To evidence the aforesaid Assessment lien, the Association shall prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien and a description of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Hidalgo County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Section 4.8 above. Subsequent to the recording of a notice of Assessment lien as provided above, the Association may institute suit against the Owner to foreclose the Assessment lien judicially, and in addition, seek a personal judgment against the Owner for the amount of the unpaid assessment plus accrued interest thereon, all such remedies being cumulative. In any such suit or proceeding, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure on other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

Section 12. Areas Exempt. All portions of the Property owned by or otherwise dedicated to any political subdivision or agency shall be exempt from Assessments and the lien created herein.

ARTICLE V

GENERAL DUTY, POWERS AND AUTHORITY OF THE ASSOCIATION

Section 5.1 Board of Directors. The affairs of the Association shall be managed by a Board of Directors which will be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association. The number of directors and the initial members of the Board of Directors shall be as set forth in the Articles of Incorporation of the Association.

Section 5.2 Duty of the Association. In addition to the powers and authority granted to it by its Articles of Incorporation or this Declaration, and without limiting the generality thereof, the Association shall have the duty to operate, maintain, or otherwise manage or provide for the operation, maintenance, repair or management of the Common Properties. Such responsibilities shall include, but not be limited to, mowing, pruning, fertilizing, preservation and replacement of the landscaping and the upkeep and maintenance of lakes or other water features, gates, buildings, sprinklers, irrigation mains and laterals, sprinkler heads, equipment, water pumps, signs, lighting, planting boxes, and other landscape amenities and improvements.

Section 5.3 Powers and Authority of the Association. The Association shall have all of the powers of a nonprofit corporation organized under the Non-Profit Corporation Act of the State of Texas, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Bylaws, or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles of Incorporation and the Bylaws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including without limitation the following powers:

- (a) To levy on and collect Assessments from the Owners of Lots and to enforce payment of such Assessments all in accordance with this Declaration.
- (b) To enter into contracts with Owners of Lots to provide landscape maintenance services to such Owners;
- (c) To make reasonable rules and regulations for the operation, maintenance, repair, or management of the Common Properties as specified herein and to amend them from time to time, provided that any rule or regulation may be amended or repealed the Majority Vote of the Members;
- (d) To enter into agreements or contracts with insurance companies with respect to insurance coverage for the benefit of the Association;
- (e) To enter into agreements or contracts with utility companies with respect to utility installation, consumption and service matters;

(f) To borrow funds to pay costs of operation, secured by assignment or pledge or rights against delinquent Owners or other property or rights of the Association;

(g) To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;

(h) To sue or defend in any court, administrative agency or other tribunal on behalf of the Association and its Members;

(i) To provide adequate reserves for repairs and replacements;

(j) To make available to each Owner within one-hundred twenty (120) days after the end of each fiscal year an annual report;

(k) Pursuant to Article VI herein, adjust the amount, collect and use any insurance proceeds to repair damaged or replace lost property, and, if proceeds are insufficient to repair damaged or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;

(l) To reinstate the voting rights of a Member for any period during which any Assessment against such Member's Lot remains unpaid or such Member is otherwise not a Member in Good Standing, for good cause shown;

(m) To employ a manager or firm to manage the affairs and property of the Association, to employ independent contractors, or such other employees as it may deem necessary, and to prescribe their duties and to set their compensation;

(n) To retain the services of legal, accounting, architectural, and engineering firms;

(o) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules;

(p) To contract with any Owner (including without limitation the Declarant) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association; and

(q) To take any and all other actions and to enter into any and all other agreements as may be necessary or proper for the fulfillment of its obligations hereunder, for the operation of the Association or for the enforcement of this Declaration and the covenants, restrictions and development standards contained herein.

Section 5.4 Liability Limitations. Neither any Member, nor the Board of Directors (nor any of them), nor the officers of the Association shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether or not such other Member was acting on behalf of the Association or otherwise. Neither the Declarant, the Association, nor its Directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. The Declarant, the Association or any other person, firm or association responsible for undertaking such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof.

Section 5.5 Affiliated Contracts. The Board, acting on behalf of the Association, shall have the full power and authority to contract with any Owner, including, without limitation, Declarant, for performance of services which the Association is obligated or authorized to obtain, such contracts to be at competitive rates then prevailing for such services and upon such other terms and conditions, and for such consideration as the Board may deem advisable and in the best interest of the Association provided that the level of service received is consistent with that available from third parties.

ARTICLE VI

INSURANCE: REPAIR AND RESTORATION

Section 6.1 Right to Purchase Insurance. The Association shall have the right and option to purchase, carry and maintain in force insurance covering the Association, the Development Control Committee, and any or all portions of the Common Properties, and any improvements thereon or appurtenant thereto, and any other property owned or leased by the Association, for the benefit of the Association, the Development Control Committee, the Members, the Board of Directors, agents and employees of the Association, in such amounts and with such endorsements and coverage as shall be considered in its sole discretion to be good, sound insurance coverage for activities or properties similar in location, character, construction or use. Such insurance may include, but need not be limited to:

- (a) Comprehensive public liability and property damage insurance on a broad form basis, including coverage of personal liability (if any) of the Owners and Members with respect to the Common Landscape Areas; and
- (b) Fidelity bond for all directors, officers and employees of the Association having control over the receipt or disbursement of funds.

Section 6.2 Insurance Proceeds. The Association and the Members shall use recovered net proceeds of insurance policies to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the recovered net proceeds of insurance

paid to the Association remaining in the possession of the Association after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for operation, maintenance, repair and replacement of the Common Properties.

Section 6.3 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a Special Assessment, as provided for in Article IV of this Declaration, to cover the deficiency.

ARTICLE VII

DEVELOPMENT CONTROL COMMITTEE

Section 7.1 Committee. The Association shall have a Development Control Committee (the "Committee") which shall consist of three (3) members who shall be natural persons.

Section 7.2 Appointment of the Committee. The members of the Committee shall be appointed and/or removed as follows:

(a) Until ninety percent (90%) of the land area included within the Property (including any additions or annexations thereto, but excluding areas within portions of the Property dedicated to the public) has been sold and conveyed by Declarant to third party purchasers of Lots, Declarant shall have the exclusive right and power to appoint and remove the members of the Committee and to fill vacancies thereon.

(b) After ninety percent (90%) of the land area within the Property (including any additions or annexations thereto, but excluding areas within portions of the Property dedicated to the public) has been sold and conveyed by Declarant to third party purchasers of Lots, the Board of Directors shall have the exclusive right and power, at any time and from time to time, to appoint and remove the members of the Committee and to fill vacancies thereon.

Section 7.3 Function of Committee. No Improvement shall be erected, constructed, placed or altered on any portion of the Property until plans and specifications in such form and detail as the Committee may deem necessary shall have been submitted to and approved in writing by such Committee. Subject to the provisions of Section 7.8 below, the decision of the Committee with regard to approval of such plans and specifications shall be final, conclusive and binding upon the applicant. This review and approval process by the Committee of such plans and specifications is designed to ensure conformity to the requirements of this Declaration, Supplemental Declarations, and any Master Plan Guidelines (as defined in this Section 2.3, below) compliance with the general plan of construction and general overall aesthetic quality of the development, consistency of materials used, and compatibility of uses. The Committee, by its approval of such plans and specifications, is not responsible for the adequacy of structural or mechanical engineering design or specifications of the Improvements.

The Committee shall, in addition, have the authority to promulgate development and design guidelines, sign criteria, screening criteria, master drainage guidelines, and other generally applicable standards from time to time (collectively referred to as the "Master Plan Guidelines") for application to the Property. All Master Plan Guidelines in effect from time to time shall be available in the office of the Committee for review during normal business hours. In the Declarant's discretion, Master Plan Guidelines adopted by the Committee may be recorded in the real property records of Hidalgo County, or notice thereof provided by Supplemental Declaration. Any restriction, covenant or standard contained in Master Plan Guidelines adopted by the Committee after the effective date of this Declaration shall apply only to development and/or construction, reconstruction, or alterations of Improvements first commenced after the date such Master Plan Guidelines were adopted, and shall not apply to require modification to, variance for, or removal of Improvements previously approved by the Committee in accordance with the terms of this Article.

Section 7.4 Content of Plans and Specifications. Prior to the commencement of construction of any Improvements, three sets of plans and specifications shall be submitted to the Development Control Committee, c/o Woodbine Development Corporation, 1445 Ross Avenue, Suite 5000, Dallas, Texas 75202, or such other address as may be specified from time to time by the Committee. Plans and specifications submitted to the Committee for review shall be finished and complete in all respects. Plans and specifications shall be reviewed by the Committee or its agent, and comments thereon returned to the Owner or its designated agent.

All plans and specifications shall include, at a minimum, the following:

- (a) A statement of the proposed use of Lot.
- (b) A topographical and boundary plat showing contour grades (with one (1) foot contour intervals) and showing the location of all existing and proposed improvements, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. All plats shall identify street names, adjacent property owners of record, and property lines, by metes and bounds.
- (c) Stormwater conveyancing and proposed on-site storage facilities for Lot drainage as well as proposed cut-and-fill details to the extent the applicant proposes any material alteration of the natural topography.
- (d) Preliminary or final subdivision plat for the Lot in the form submitted to (or in the case of final plats approved by) the City.
- (e) Final floor plans and exterior elevations of all buildings, structures and appurtenances.
- (f) Exterior materials, colors, textures and shapes.
- (g) Structural design.

- (h) Parking area and driveway plan.
- (i) Screening, including size, location, method, and description of materials and finish.
- (j) Landscaping plan, including construction details for walkways, fences and walls, elevation changes, watering systems, vegetation and ground cover.
- (k) Utility connections, including routing of electrical and telephone cables.
- (l) Exterior illumination, including location, manufacturer's specifications, manufacturer's fixture number and supporting photometric test data.
- (m) Fire and smoke protection system(s).
- (n) Exterior signage, including location, size, shape, color, materials and finish.
- (o) Mailbox design, including location, size, shape, color, materials and finish.
- (p) Trash container storage locations and related screening with description of materials and finish.
- (q) A detailed list of all requested waivers or variances.
- (r) The Committee shall have the continuing right to require that the Owner submit such other information as may be deemed necessary or desirable in review of the Owner's proposed development and construction. The submission of such supplemental information shall recommence the Committee's thirty (30) day review period provided in Section 7.3.

The Committee may at its sole discretion permit plans and specifications to be submitted in scheduled phases and may, but shall not be required to, give conditional or partial approvals to plans or specifications; provided, however, no permitted delay in the submission of plans or specifications and no conditional or partial approval shall in any way obligate the Committee to any subsequent or additional approval, waiver or variance.

Section 7.5 Approval Criteria for the Committee. Approval of plans and specifications shall be based, among other things, on general adequacy of site dimensions, design, conformity and harmony of the exterior design with neighboring structures, relative location of Improvements with neighboring structures, relation of finished grades and elevations to neighboring sites, compliance with applicable governmental requirements and conformity to both the specific and general intent of this Declaration, any Supplemental Declarations, and Master Plan Guidelines (if any), and all rules and regulations duly promulgated by the Association.

Section 7.6 Multiple Reviews of Plans and Specifications. After the second (2nd) submission of plans and specifications for the same Improvements, the Owner or its agent shall

reimburse the Committee or its agent for the actual costs incurred by the Committee or its agent in the Committee's third and subsequent reviews. In conjunction with each such supplemental review, the Owner will be required to deposit with the Committee a retainer in the amount periodically established by the Committee to secure such payment obligations. Each Owner will be billed for the time and expense incurred in such supplemental reviews and a statement of charges will accompany the letter of approval, disapproval or notice of action taken by the Committee, reflecting the application of the Owner's retainer deposit to the amount due.

Section 7.7 Variances. The Committee may, but shall not be required to, authorize variances from compliance with any of the provisions of this Declaration, Supplemental Declarations, Master Plan Guidelines (if any) when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, as determined in the sole discretion of the Committee. Such variances may only be granted when unique circumstances exist and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in the body of this Declaration, or (iii) estop the Committee from denying a variance in other circumstances. For purposes of this section, the inability to obtain approval of any governmental authority, the issuance of any permit or the terms of any financing shall not be considered a hardship warranting a variance.

Section 7.8 Failure of the Committee to Act. Except as specifically provided in Section 7.8 hereof, if the Committee fails to approve or disapprove the plans and specifications, or to reject them as being inadequate, with thirty (30) days after receipt of the last of the items listed in Section 7.4 hereof, it shall be presumed that the Committee has approved the plans and specifications submitted. Such approval, however, shall not release the applicant from the requirements contained herein, nor shall it automatically constitute an approval of any requested variance to these provisions. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

Section 7.9 Limitation of Liability. Neither the Declarant, the Association, the Committee or the Board, nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Owner, or other person who submits plans or specifications on behalf of an Owner agrees that he will not bring any action or suit against the Declarant, the Association, the Committee, the Board, or the officers, directors, members, employees and agents or any of them, to recover any such damages and hereby releases, all claims, demands and causes of action arising out of or in connection with any judgment, negligence, act, omission, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Section 7.10 Exemption of Common Properties. Common Facilities shall not be Improvements for purposes of this Article VII, which shall not apply to the construction,

reconstruction, repair, replacement or alteration of any improvement located in the Common Landscaped Areas.

ARTICLE VIII

DEVELOPMENT STANDARDS AND PROTECTIVE COVENANTS

The following provisions shall be applicable to any and all construction, improvement, alteration, addition, or use upon or of a Lot or any portion of the Property.

Section 8.1. Uses.

(a) **Use Limitations.** The following uses of Lots in the Property are not permitted:

- (1) Trailer courts, mobile home parks and recreation vehicle campgrounds.
- (2) Commercial excavation of building or construction materials, except in the usual course of construction of improvements.
- (3) Dumping, storage, disposal, incineration, treatment, processing or reduction of garbage, dead animals, medical waste, toxic waste or refuse.
- (4) Flea markets and fire and bankruptcy sale operations.
- (5) Massage parlors and businesses primarily engaged in the sale of obscene or pornographic materials or in the provision of entertainment featuring topless or nude performers.
- (6) Businesses involving the outdoor boarding of pets or other animals.
- (7) Residential dwellings (provided that motel or hotel uses complying with applicable zoning are permitted).
- (8) Any use which involves the raising, breeding or keeping of any animals or poultry;
- (9) Dangerous or unsafe uses such as the use or storage of explosives. No oil, gasoline or flammable liquid shall be stored in bulk of more than fifty-five (55) gallons gross capacity except in underground storage tanks;
- (10) Objectionable or nuisance uses by reason of odor, dust, fumes, smoke, noise, vibration, refuse matter or water-carried waste.

- (11) Uses considered objectionable, such as junk or salvage yards, outside storage of materials or supplies, or uses that for any other reason have an adverse effect on adjoining property or create unsightly conditions.
- (12) Uses in violation of the laws of the United States or of the State of Texas or any political subdivision thereof, including applicable city zoning ordinances.
- (13) Further subdividing of Lots without the prior written approval of the Board.

(b) **Permissible Uses.** Subject to the limitations set forth in subsection (a) above, all types of uses appropriate for a quality business park, as a general rule, will be considered which are acceptable to and approved in writing by the Committee.

Section 8.2 Site Plans.

(a) **Grading and Drainage.** All site grading shall result in positive drainage toward the streets, sumps, or designated detention areas maintained by the Association; provided that grading shall respect the existing ground elevations and adhere to the natural contours as closely as possible. Drainage of paved surfaces shall be directed toward storm drainage inlets for concrete flumes, channels or dedicated subsurface storm sewers. No paved surface may drain directly onto landscaped areas or any other unpaved areas. Any drainage into sumps other than by the use of existing drainage facilities, will require approval of the Hidalgo County Flood Control District and local governmental entities.

All buildings will be equipped with roof drains, interior down spouts and/or other drainage conveyances, and shall be at a location and of a material acceptable to the Committee. Conveyance of water from down spouts shall be via underground storm sewers or via concrete flumes or paving. No down spout water will be permitted to be deposited directly onto landscaped areas or into open ditches. All surface drainage, including roof drainage of buildings, shall be designed to conform to master drainage plans promulgated as a part of any Master Plan Guidelines.

(b) **Sidewalk Requirements.** All plans and specifications for the construction of sidewalks or pathways shall be submitted to the Committee for approval. Proposed sidewalks and pathways directing foot traffic beyond any exterior Lot lines shall match adjoining Owners' sidewalks and paths installed for the like purpose.

(c) **Screening.**

- (1) **Screening Between Incompatible Land Uses.** Landscaping or other appropriate screening shall be provided between land uses determined by the Committee to be incompatible.
- (2) **Screening Storage Areas.** Open storage shall not be allowed. The right of an Owner or lessee to use any building shall not be construed to permit the

keeping of articles, materials, inventory or like articles in the open or exposed to public view, or view from adjacent buildings, if any. All fences shall be constructed so as to observe building setback lines.

- (3) **Screening of Equipment and Objects:** Water towers, storage tanks, processing equipment, fans, skylights, incinerators, cooling towers, compressors and other HVAC equipment, communication towers, vents, stacks and all other structures or equipment shall be architecturally compatible or effectively screened from view from any public or private street in a manner approved in writing by the Committee. All mechanical equipment, machinery and the like, located within office and office/showroom buildings, shall be screened by a parapet or by such other method approved by the Committee.

Section 8.3 Signage. All signs, including temporary signs, must be approved in writing by the Committee prior to installation and shall conform with sign criteria of any Master Plan Guidelines. The location, size, color and construction of signs will be in keeping with the character of Sharyland Business Park. Unless otherwise approved in writing by the Committee, only one (1) sign shall be permitted for each occupant.

Section 8.4 Utilities. All utilities and utility connections shall be located underground, including electrical and telephone cables and wires, except where overhead service is specifically provided for in easements of record adjacent to a Lot. Transformers, meters of any type including electric, gas or other meters, or other apparatus shall be screened in a manner approved in writing by the Committee prior to installation and shall conform with screening criteria of any Master Plan Guidelines.

ARTICLE IX

MAINTENANCE

Section 9.1 Duty of Maintenance. Owners and occupants (including lessees) of any parcel or any Lot in the Property shall have the joint and several duty and responsibility, at their sole cost and expense, to keep such Lot, including buildings, grounds, drainage facilities and other Improvements in a well-maintained, safe, clean and attractive condition at all times. Such maintenance responsibility includes, but is not limited to, the following:

- (a) Promptly removing all litter, trash, refuse and wastes.
- (b) Lawn mowing on a regular basis, including removal of all cut debris on the lawn area and on hard surfaced areas adjacent to lawn areas.
- (c) Tree and shrub pruning to maintain a neat and orderly appearance.
- (d) Irrigation and hand watering as needed to preserve Landscaping.

- (e) Promptly removing and replacing any dead plant material.
- (f) Keeping any adjoining rights-of-way or drainage ditches attractive and free of weeds.
- (g) Keeping exterior lighting and mechanical facilities in working order.
- (h) Keeping vacant land well maintained for a depth consistent with the minimum parking setback line for the street on which the property fronts.
- (i) Keeping parking areas, driveways and roads in good repair, and restriping or repainting of all pavement as needed to maintain efficient traffic circulation and clearly defined drives, lanes, and parking slots.
- (j) Repainting Improvement exteriors and repairing exterior damage to Improvements as needed to minimize peeling and deterioration of structural elements and maintain a neat and orderly appearance.

Section 9.2 Supplementary Enforcement. If, in the opinion of the Association, the Owner or occupant of any Lot within the Property shall fail to keep a Lot maintained in compliance with the terms of this Article IX, the Owner or occupant shall be notified of the deficiency with particularity. If within ten (10) days from such notice, remedial activities to correct the deficiency have not begun to restore the Lot to a safe, lawful, neat and orderly condition, the Association shall have the right to perform such necessary remedial activities. All cost and expense incurred thereby shall be reimbursed by the Owner of the Lot. If such Owner shall fail to so reimburse the Association within thirty (30) days from the receipt of an invoice covering such cost and expense, then such amount of cost and expense shall be a debt of such Owner, shall bear interest at the Default Rate and shall attach to said Lot as a lien against same. Such lien shall have the same attributes as the lien for Assessments and Special Assessments set forth in Section 4.11 above, and the Association shall have the identical powers and rights to enforce such lien in all respects, including but not limited to the right of foreclosure.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.1 Duration. This Declaration and the covenants, restrictions and development standards set forth herein shall run with and bind the Property and shall inure to the benefit of every Owner of a Lot within the Property, including Declarant, and their respective heirs, executors, administrators, successors and assigns, for a term beginning on the date this Declaration is recorded and continuing through and including December 31, 2028. Thereafter, this Declaration and the covenants, restrictions and development standards set forth herein shall continue in full force and effect for additional successive ten (10) year periods unless an instrument terminating the Declaration signed by a majority of the Class A Members of the Association is recorded in the real property records of Hidalgo County, Texas.

Section 10.2 Amendment.

(a) **By Declarant.** So long as the Class B membership exists, the Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time as otherwise specifically authorized by this Declaration, or if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which is in conflict therewith, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property, or (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to enable it to make, purchase, insure or guarantee mortgage loans on any portion of the properties within the Property. Further, so long as it still owns any portion of the Property for development, the Declarant may unilaterally amend for other purposes, provided the amendment has no material adverse effect upon any right of any Owner.

(b) **By Owners.** Except as otherwise specifically provided above, or elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members in Good Standing holding seventy-five percent (75%) of the total Class A votes in the Association and the consent of the Class B Member, if such exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under the clause.

No amendment may remove, revoke or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant (or its assignee of such right or privilege) or the Class B Member, respectively.

(c) **Validity and Effective Date of Amendments.** Amendments to this Declaration shall become effective upon recordation in the real property records of Hidalgo County, Texas, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate as a waiver or amendment of any provision of this Declaration.

Section 10.3 Enforcement. The Association or any Owner shall have the right (but not the duty) to enforce any of the covenants, restrictions and development standards set out in this Declaration or any Supplemental Declaration hereafter filed by Declarant, of or any subsequent Owner, and any Master Plan Guidelines, enforcement of such covenants, restrictions and development standards shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction or development standard, either to restrain violation or to recover damages. Failure by the Association or any Owner to enforce any such covenant, restriction or development standard shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.4 Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall be or become illegal, null or void.

Section 10.5 Notice. Whenever written notice to the Members or to an Owner is required hereunder, such notice shall be given by the mailing of such notice to the address of such Members or Owner appearing on the records of the Association (and as furnished to the Association by such Members). If notice is given in such manner, such notice shall be conclusively deemed to have been given by the Association by placing same in the United States mail, postage prepaid and properly addressed, whether received by the addressee or not.

Section 10.6 Titles. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 10.7 Number and Gender of Words. Whenever used in the Declaration, the singular number shall include the plural where appropriate, the vice versa; and words of any gender shall include each other gender, where appropriate.

Section 10.8 Assignment and Delegation of Duties. Declarant shall have the right to assign and/or delegate its rights, privileges, duties and obligations hereunder.


Section 10.9 Cumulative Effect; Conflict. The covenants, restrictions and development standards of this Declaration shall be cumulative with those of any Supplemental Declaration which does not expressly modify or supersede this Declaration. In the event of conflict between or among any term of this Declaration, on the one hand, and any term of a Supplemental Declaration, Master Plan Guidelines, or rule or regulation promulgated by the Association in accordance with the authority granted herein, on the other, the latter term shall control.

Section 10.10 Primacy of Liens. Any violation of this Declaration shall not affect the validity or enforceability of any bona fide lien or deed of trust of record upon any Lot or any part thereof, which lien or deed of trust may be enforced in due course, subject to the covenants, restrictions, and development standards contained herein.

Section 10.11 Use of Words "Sharyland Business Park." No Owner shall use or authorize the use of the words "Sharyland Business Park" or any derivative thereof in the name of any building or any business or enterprise or in any printed or promotional material without the prior written consent of the Declarant.

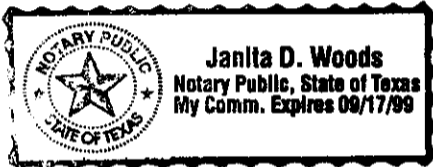
IN WITNESS WHEREOF, the Declarant has executed this Declaration to be effective as of the 11th day of September, 1997.

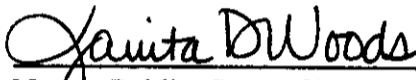
HUNT VALLEY INDUSTRIAL I, L.P.
By: HUNT VALLEY DEVELOPMENT I, LLC,
a Texas limited liability company
its General Partner

By: 
Thomas E. Meurer
Chairman ccj

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me by Thomas E. Meurer, Chairman of Hunt Valley Development, L.L.C., the General Partner of Hunt Valley Industrial I, L.P. on this the 5th day of September, 1997.




Notary Public, State of Texas

CHARGE STEWART TITLE

EXHIBIT "A"

Being the property located in Hidalgo County, Texas, and being more particularly described as Lots 47, 48, 57, 58, 67, and 68 of the John H. Shary Subdivision of Porcione 60 according to the map or plat thereof recorded in Volume 1, Page 17, Map and Plat Records, Hidalgo County, Texas.

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Sep 12, 1997 at 01:45P

As a
Recording

Document Number: 623199
Total Fees : 57.00

Receipt Number - 109408
By,
Bea Cruz