

DECLARATION FOR ESTABLISHMENT OF CONDOMINIUM REGIME FOR DAFFODIL MEDICAL PLAZA CONDOMINIUMS

WHEREAS A & J MARTINEZ, L.P., a Texas limited partnership, hereinafter referred to as the "Declarant", is the sole owner in fee simple of the real property described below (the "Property") and is developing said Property by constructing an office condominium project thereon, consisting of two buildings containing nine independent units (the "Units"), which condominium project is known as **DAFFODIL MEDICAL PLAZA** (the "Project").

THEREFORE, for the purposes of establishing a condominium regime subject to Chapter 82 of the Texas Property Code, known as the Texas Uniform Condominium Act (the "Act"), Declarant, for it, its successors, grantees and assigns, hereby makes this declaration establishing the Property as a condominium regime, and for such purposes, Declarant does hereby make the declarations hereinafter set forth, and Declarant hereby submits the Property, together with all buildings and improvements erected thereon to the condominium form of ownership in accordance with the provisions of the Act and the provisions of the declarations provided herein. The description of the Property is as follows:

THE EAST 297.17 FEET OF THE SOUTH 429.96 FEET OF LOT 121, LA LOMITA IRRIGATION AND CONSTRUCTION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO MAP THEREOF RECORDED IN VOLUME 24 PAGE 68, DEED RECORDS OF HIDALGO COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 121, FOR THE SOUTHEAST CORNER OF THE FOLLOWING DESCRIBED TRACT OF LAND; SAID POINT BEING IN THE INTERSECTION OF DAFFODIL AVENUE AND NORTH 23RD STREET (F.M. NO. 1926);

THENCE, WITH THE SOUTH LINE OF LOT 121, IN DAFFODIL AVENUE NORTH 81 DEGREES 17 MINUTES 30 SECONDS WEST, AT 15.07 FEET PASS THE WEST LINE OF NORTH 23RD STREET, AND AT 297.17 FEET TO A POINT, FOR THE SOUTHWEST CORNER HEREOF;

THENCE, PARALLEL TO THE EAST LINE OF LOT 121, NORTH 8 DEGREES 42 MINUTES 30 SECONDS EAST, AT 30.0 FEET PASS THE NORTH LINE OF DAFFODIL AVENUE AND AT 429.96 FEET THE SOUTHWEST CORNER OF DEDICATED ALLEY, FOR THE NORTHWEST CORNER HEREOF; SAID ALLEY AS SHOWN ON THE PLAT OF SENKER SUBDIVISION, CITY OF MCALLEN, RECORDED IN VOLUME 27, PAGE 173B, MAP RECORDS;

THENCE, WITH THE SOUTH LINE OF SAID ALLEY, SOUTH 81 DEGREES 17 MINUTES 30 SECONDS, EAST, AT 282.10 FEET PASS THE WEST LINE OF NORTH 23RD STREET (F.M. NO. 1926), AND AT 297.17 FEET A POINT ON THE LINE OF LOT 121, FOR THE NORTHEAST CORNER HEREOF.

THENCE, WITH THE EAST LINE OF LOT 121, IN NORTH 23RD STREET (F.M. NO. 1926), SOUTH 8 DEGREES 42 MINUTES 30 SECONDS WEST, 429.96 FEET TO THE PLACE OF BEGINNING, CONTAINING 2.93 ACRES OF LAND, MORE OR LESS;

SAVE AND EXCEPT THE NORTH 5.0 FEET OF THE SOUTH 30.0 FEET OF THE WEST 278.91 FEET, LEAVING 2.90 ACRES OF LAND, MORE OR LESS, OF WHICH THE SOUTH 25.0 FEET, COMPRISING 0.19 ACRES, LIES IN DAFFODIL AVENUE AND THE EAST 15.07 FEET, COMPRISING 0.15 ACRES, LIES IN NORTH 23RD STREET (F.M. NO. 1926).

SUBJECT TO:

1. NOTICE FILED MAY 7, 1986, BY THE CITY OF MCALLEN, ORDINANCE NO. 1986-20, RECORDED IN VOLUME 2286, PAGE 69, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, WHICH DETERMINED THE NECESSITY OF IMPROVING DAFFODIL AVENUE AND ASSESSING A LIEN

AGAINST THE PROPERTY ABUTTING THEREON.

2. PIPELINE EASEMENT GRANTED BY GEORGE R. CARPENTER AND BLANCH M. CARPENTER TO TENNESSEE GAS TRANSMISSION COMPANY, BY INSTRUMENT DATED NOVEMBER 13, 1952, RECORDED IN VOLUME 759, PAGE 286, DEED RECORDS OF HIDALGO COUNTY, TEXAS.
3. RIGHT-OF-WAY EASEMENT GRANTED BY P.S. BROWN AND WIFE, AURELIA BROWN TO THE STATE OF TEXAS, BY INSTRUMENT DATED JANUARY 25, 1964, RECORDED IN VOLUME 1081, PAGE 512, DEED RECORDS OF HIDALGO COUNTY, TEXAS.
4. RIGHT-OF-WAY EASEMENT GRANTED BY P.S. BROWN AND WIFE, AURELIA BROWN TO THE STATE OF TEXAS, BY INSTRUMENT DATED JUNE 3, 1966, RECORDED IN VOLUME 1150, PAGE 43, DEED RECORDS OF HIDALGO COUNTY, TEXAS.
5. RIGHT-OF-WAY EASEMENT GRANTED BY HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 TO THE STATE OF TEXAS, BY INSTRUMENT DATED AUGUST 11, 1966, RECORDED IN VOLUME 1156, PAGE 698, DEED RECORDS OF HIDALGO COUNTY, TEXAS.
6. RIGHT-OF-WAY EASEMENT GRANTED BY P.S. BROWN AND WIFE, AURELIA BROWN TO HIDALGO COUNTY, BY INSTRUMENT DATED MARCH 7, 1972, RECORDED IN VOLUME 1315, PAGE 178, DEED RECORDS OF HIDALGO COUNTY, TEXAS.
7. A ROAD EASEMENT ALONG THE EAST SIDE OF SUBJECT PROPERTY AS SHOWN ON PLAT RECORDED IN VOLUME 24, PAGE 68, DEED RECORDS OF HIDALGO COUNTY, TEXAS.
8. EASEMENTS, RIGHTS, RULES, AND REGULATIONS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 1.
9. OIL AND GAS LEASE DATED DECEMBER 6, 1947, FROM P.S. BROWN AND WIFE, AURELIA BROWN TO ROBERT E. TUCKER, RECORDED IN VOLUME 86, PAGE 287, OIL AND GAS LEASE RECORDS OF HIDALGO COUNTY, TEXAS.
10. OIL AND GAS LEASE DATED NOVEMBER 6, 1950, FROM GEORGE R. CARPENTER AND WIFE, BLANCHE CARPENTER TO TAYLOR REFINING COMPANY AND MAYFAIR MINERALS, INC., RECORDED IN VOLUME 111, PAGE 474, OIL AND GAS LEASE RECORDS OF HIDALGO COUNTY, TEXAS.
11. OIL AND GAS LEASE DATED DECEMBER 11, 1950, FROM P.S. BROWN AND WIFE, AURELIA BROWN TO TAYLOR REFINING COMPANY AND MAYFAIR MINERALS, INC., RECORDED IN VOLUME 119, PAGE 408, OIL AND GAS LEASE RECORDS OF HIDALGO COUNTY, TEXAS.
12. MINERAL RESERVATIONS CONTAINED IN DEED DATED FEBRUARY 4, 1950, RECORDED IN VOLUME 709, PAGE 467, DEED RECORDS OF HIDALGO COUNTY, TEXAS.
13. ZONING ORDINANCES FOR THE CITY OF MCALLEN.

I. DEFINITIONS

- A. The name of the Condominium is DAFFODIL MEDICAL PLAZA.
- B. The name of the Association is DAFFODIL MEDICAL PLAZA OWNERS ASSOCIATION, INC.

- C. The Plats and Plans are as provide in the exhibits attached hereto as Exhibit "A".
- D. Each capitalized term contained herein not otherwise defined in this Declaration or in the plats or plans referred to herein shall have the meanings specified or used in the Act.

II. ASSOCIATION

- A. The Condominium's business shall be managed and conducted by the Association, acting through its officers as duly appointed by the board of directors (the "Board"). The Association shall be governed by its bylaws.
- B. The Association shall have all the powers, authority and duties permitted in the Act necessary and proper to manage the Condominium's business and affairs.
- C. The Association may assign its future income, including its rights to receive common area assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one percent of the votes in the Association are allocated, at a meeting called for that purpose.
- D. The Declarant shall have all the powers reserved in §82.103(c) of the Act to appoint and remove officers and directors.

III. CONDOMINIUM UNITS

- A. The number of Units in the Condominium is nine (9). The Declarant reserves no rights to create additional Units other than as provided below.
- B. The Units are identified and designated on the Plats or Plans.
- C. The boundaries of each Unit (walls, floors and ceilings) are shown on the Plats and Plans.
- D. Upon prior approval of the Board, a Unit may be subdivided into two or more Units if the Unit Owner to be subdivided shall submit to the Board such application as shall be reasonably required, however, and in compliance with §§ 82.006 and 82.063 of the Act.

IV. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

- A. A Limited Common Element is a portion of the Common Elements, designated in this Declaration, or on the Plat or Plan or by the Act, for the exclusive use of one or more but fewer than all of the Units.
- B. The following portions of the buildings, in addition to the portions described in §§82.052(c) and 82.052(4) of the Act, are designated as Limited Common Elements:
 - i. The parking spaces located adjacent to the back of each Unit shall be a Limited Common Element to said Unit.
- C. Common Elements are shown on the Plat or Plan as being all of the property other than the two designated buildings and the areas designated as Limited Common Elements. They include but are not limited to the parking areas, sidewalks, walkways, and landscaped areas.
- D. The Declarant reserves the right to allocate specified areas which constitute a part of these Common Elements as Limited Common Elements for the exclusive use of the owners of Units to which these specified areas shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Elements areas

pursuant to the provisions of §82.058 of the Act by:

- i. Making such an allocation in a recorded instrument;
- ii. Executing a deed to the Unit to which such Limited Common Element storage area shall be appurtenant; or
- iii. Recording an appropriate amendment to this Declaration

Such allocations by the Declarant may be to units owned by the Declarant. Subsequent to the Declarant Control Period, described herein, the right of allocation pursuant to this Section shall pass from the Declarant to the Board.

- E. The Board may designate parts of the Common Elements from time to time for use by less than all of the Unit owners or by non-owners for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board. Any such designation by the Board shall not be a sale or disposition of such portions of the Common Elements.
- F. The Board shall pay the expenses associated with the maintaining and repairing the Common Elements (the "Common Expense"). Such expenses include but are not limited to the utilities, insurance, maintenance, landscaping, management fee, and repairs, of the Common Elements.

V. ALLOCATED INTERESTS

- A. The undivided interest in the Common Elements, the Common Expense liability and votes in the Association allocated to each Unit are set forth in Exhibit "B".
- B. The interests allocated to each Unit have been calculated as follows:
 - i. The undivided interest in the Common Elements, is calculated based on the square footage of each Unit to the entire Project.
 - ii. The percentage of liability for the Common Expenses is calculated based on the square footage of each Unit to the entire Project.
 - iii. The number of votes in the Association is based on one vote per Unit except Unit No. 1, which shall have three votes, unless the Association determines otherwise.

VI. RESTRICTIONS ON USE

- A. Subject to the Special Declarant Rights reserved by the Declarant, the following use restrictions apply to all Units and to the Common Elements:
 - i. All Units shall be used only for professional offices such as medical, optical, dental, physical therapy, laboratories, pharmacies and related and supporting clinical and health care services.
 - ii. No condominium shall be used for residential purposes.
 - iii. In no event shall there be more than one pharmacy occupying one of the Units.
 - iv. In no event shall there be more than one Unit in which obstetrics is practiced (regardless of the type or specialty of the physician) by a Unit Owner or tenant.

- v. In no event shall there be more than one Unit in which an obstetrician or gynecologist practices medicine whether such physician or medical practice is by a Unit Owner or tenant.
- vi. In no event shall any abortion clinic or any clinic or facility which conducts abortions be permitted in any Unit.
- vii. Since the Project is to be utilized as a professional office complex, the agents, servants and employees of each Owner, as well as the licensees, customers, patients, tenants, business invitees, designees and assignees of each Owner, shall have a non-exclusive license to utilize the parking areas, streets, driveways, aisles, sidewalks, common service and rest areas, and similar facilities composing the Common Elements (exclusive of the Limited Common Elements), from time to time, but subject to the provisions of the Act, this Declaration, the Bylaws, and all Rules and Regulations of the Association.
- B. No Owner (other than the Declarant during the "Declarant Control Period") shall make structural alterations or modifications to his Condominium or to any of the Common Elements, including the erection of awnings, window screens or screen doors, the placement of any reflective or other material on the windows of any Unit other than interior draperies or mini-blinds consistent with the Rules and Regulations of the Association, or other exterior attachments without the written approval of the Board. The Board shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Project. No Owner shall replace an exterior door without the prior approval of the Board as to the type and color of such door.
- C. No Owner shall lease a Unit other than by a written form of lease requiring the tenant to comply with the Declaration, the Bylaws and Rules and Regulations of the Association and providing that failure to comply constitutes a default under the lease. Each Unit Owner shall, promptly, following the execution of a lease of a Unit, forward a conformed copy to the Board. The provisions of this paragraph shall not apply to the Declarant or to a mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of any proceeding in lieu of foreclosure. No lease may be for less than ninety days.

VII. EASEMENTS AND LICENSES

All easements and licenses to which the Condominium is presently subject are provided above. In addition, the Condominium may be subject to other easements or licenses granted by the Declarant pursuant to the provisions contained in this Declaration.

VIII. AMENDMENT OF DECLARATION

In addition to the provisions contained in §82.067(a) of the Act, an amendment to this Declaration may be adopted by a vote of fifty-one (51) percent of all Unit owners since this is a non-residential condominium development.

IX. PLAT OR PLAN

A Project plan and Unit plans are attached to this Declaration as Exhibit "A".

X. RECONSTRUCTION

In the event of a casualty to the Project, the Association shall rebuild or repair the Project in accordance with §82.111(i)

of the Act.

XI. SPECIAL DECLARANT RIGHTS AND DEVELOPMENT RIGHTS

- A. The Declarant reserves the following Special Declarant Rights:
- i. The right to complete or make improvements to the Project in accordance with the Plan or Plat.
 - ii. The right to maintain sales offices, management offices, leasing offices, and models in Units or on the Common Elements, but limited to a maximum of one Unit or an independent building while the Declarant still owns at least one Unit in the Project.
 - iii. The right to maintain signs on the Condominium to advertise the Project.
 - iv. The right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration.
 - v. The right to appoint or remove any officer of the Association or any director during the Declarant Control Period consistent with the Act.
 - vi. The right to make structural modifications or alterations to a Unit or to any of the Common Elements during the Declarant Control Period.
- B. Unless sooner terminated by a recorded instrument signed by the Declarant, any special Declarant right may be exercised by the Declarant for the period specified in the Act.
- C. The Declarant reserves the development right to subdivide or convert a Unit previously created into additional units but shall comply with §82.060(c) of the Act.

XII. ASSESSMENTS AND INTEREST ON UNPAID ASSESSMENTS

- A. Each Unit Owner shall be obligated to pay its allocated share of the Common Expense in a timely manner as directed by the Board.
- B. In the event of default in the payment of any monetary obligation to the Association, an owner shall be obligated to pay interest on the principal amount, from the due date, at a rate to be determined, from time to time, by the Board, not to be less than 18% or greater than the maximum permitted by law.

XIII. MAINTENANCE, REPAIR AND REPLACEMENT

- A. The Owner of a Unit to which a doorstep, stoop, or corridor is allocated shall be responsible for removal of all leaves and debris therefrom. The Owner of a Unit to which the Limited Common Elements are allocated shall maintain, repair and replace those Limited Common Elements.
- B. Any common expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed against the Unit to which the Limited Common Element is assigned or if more than one Unit, then equally against the Units to which the Limited Common Element is assigned.
- C. The Owner of a Unit shall be responsible for maintenance and repair of the Unit's roof. In the event that two

or more Units require maintenance or repair, said Unit Owners shall share the costs in a commercially reasonable manner.

EXECUTED ON APRIL 18, 2002.

A & J MARTINEZ, L.P., a Texas limited partnership

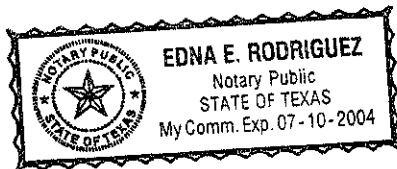
By: *Agustin Martinez*

AGUSTIN MARTINEZ, General Partner

(Acknowledgments)

State of TEXAS
County of HIDALGO

This instrument was acknowledged before me on the 18th day of APRIL, 2002, by AGUSTIN MARTINEZ, General Partner of A & J MARTINEZ, L.P., a Texas limited partnership.

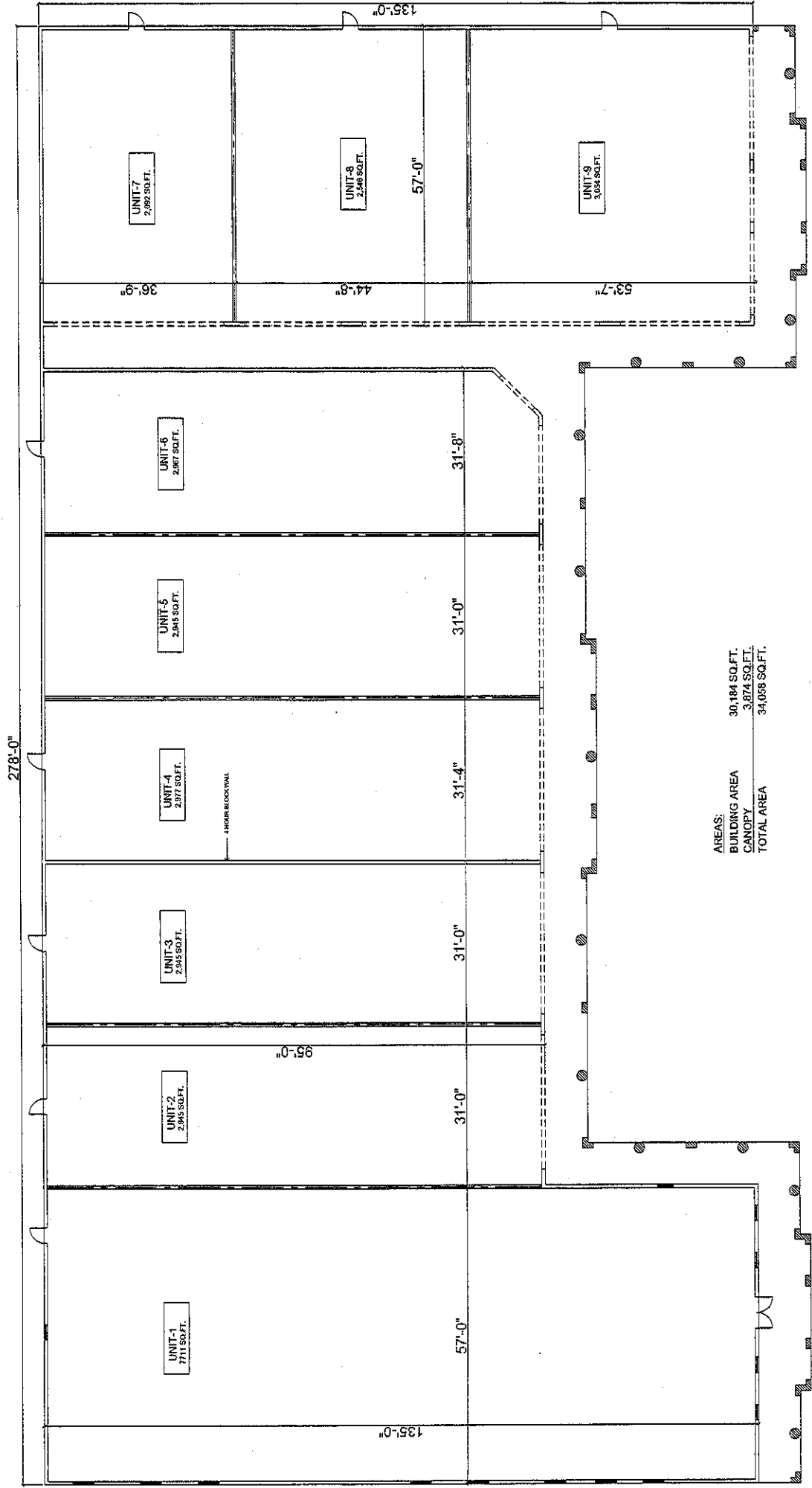


Edna E. Rodriguez
Notary Public, State of TEXAS

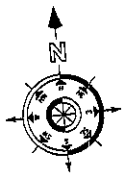
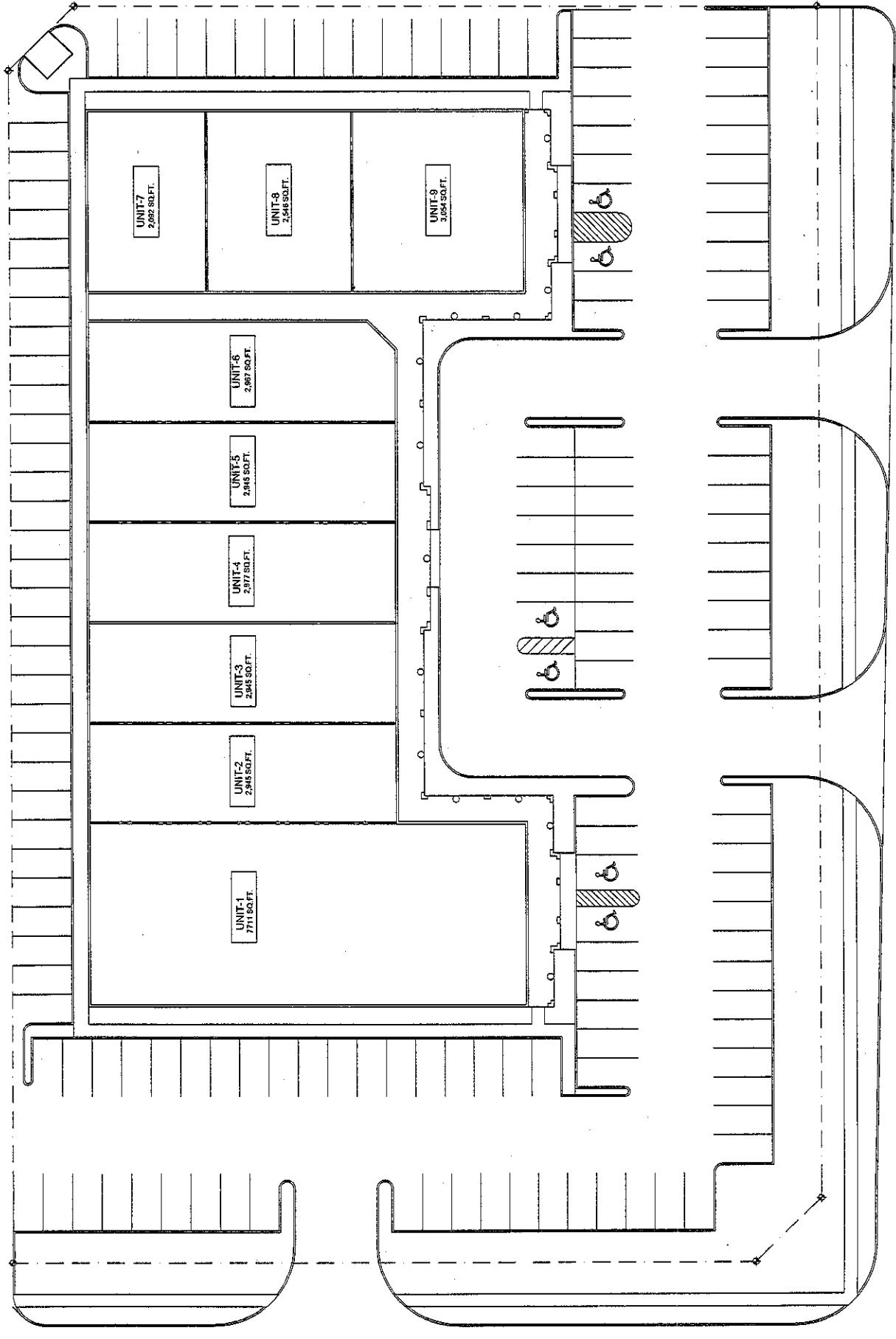
AFTER RECORDING RETURN TO:
AGUSTIN MARTINEZ, M.D.
910 S. CLOSNER
EDINBURG, TEXAS 78539

PREPARED BY:
LAW OFFICE OF MICHAEL J. DALEY
PO BOX 4313
MCALLEN, TEXAS 78502

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AREAS:		
BUILDING AREA	30,184 SQ.FT.	
CANOPY	3,874 SQ.FT.	
TOTAL AREA	34,058 SQ.FT.	



SITE PLAN
NO SCALE

SITE SUMMARY
 SITE AREA = 96,349 S.F. = 2.21 AC.
 MOB GROSS BUILDING AREA = 30,184 S.F.
 PARKING REQUIRED = 152 SPACES
 PARKING PROVIDED = 151 SPACES
 LANDSCAPE REQUIRED = 9,675 SQ.FT.
 LANDSCAPE PROVIDED = 12,327 SQ.FT.

15-Mar-02

Dr. Martinez
Daffodil Medical Plaza

Unit No.	S.F. Unit Area	Percent of Total Building Area
1	7,711.0	25.5%
2	2,945.0	9.8%
3	2,945.0	9.8%
4	2,977.0	9.9%
5	2,945.0	9.8%
6	2,967.0	9.8%
7	2,092.0	6.9%
8	2,546.0	8.4%
9	3,054.0	10.1%
Totals	30,182.0	100.0%

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by J. D. Salinas, III
County Clerk

On: Apr 18, 2002 at 02:25P

As a Recording

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Flo Chavez, Deputy