

## **DECLARATION FOR ESTABLISHMENT OF CONDOMINIUM**

### **REGIME FOR GALA INVESTMENT GROUP LLC**

WHEREAS **GALA INVESTMENT GROUP LLC**. Hereinafter referred to in the singular 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 three (3) buildings containing independent units (the "Units"), which condominium project is known as **THREE GDM OFFICE SUITES** (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

BARTLETT APARTMENTS SUB AT JACAMAN RANCH, BLOCK 1 LOT 2-A & 2-B. City of Laredo, Webb County, Texas, 6508 N Bartlett Ave, Laredo, Texas 78041

### **I. DEFINITIONS**

- A The name of the Condominium Is **THREE GDM OFFICE SUITES**
- B The name of the Association is **THREE GDM MANAGEMENT GROUP, LLC**
- C The Plans are as provided in the exhibits attached hereto as Exhibit "A"
- D The **DECLARANT CONTROL PERIOD** shall mean that period of time from the filing of this Declaration until Declarant no longer owns any Units within the Project
- E. Each capitalized term contained herein not otherwise defined in this Declaration or in the plans referred to herein shall have the meanings specified or used m this 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 Declarant shall have all the powers reserved in §82 103 (c) of the Act to appoint and remove officers and directors



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Margarie Ramirez Ibarra, Webb County Clerk

### **III. CONDOMINIUM UNITS**

- A The number of Units in the Condominium is FIVE (5) The Declarant reserves no rights to create additional Units other than as provided below
- B The Units are identified and designated on the Plans
- C The boundaries of each Unit are shown on the 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 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 None
- C Common Elements are shown on the Plan as being all of the property other than the buildings and the areas designated as Limited Common Elements. They include but are not limited to parking areas, stairs, elevator, 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 interest allocated to each Unit has 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 as shown on Exhibit "B"
  - ii the percentage of liability for the Common Expenses is calculated based on the square footage of each Unit to the entire Project as shown on Exhibit "B"
  - iii the number of votes in the Association is based on one vote per Unit, 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 The Units shall be used for commercial purposes only No Owner shall occupy or use the Owner's Unit or permit the Unit or any part of it to be occupied or used for residential purposes. Commercial purposes is hereby defined to mean use for the following occupations medical and dental services, medical and dental laboratory services, medical clinics and pharmacies, legal services, accounting/auditing/bookkeeping services, engineering/architectural services, insurance and real estate sales offices, credit reporting services, title company services, banking services and banking related matters, stock/security and stock brokerage/financial services, savings and loan associations, agricultural/business/personal credit services, advertising services, stenographic, duplicating and mailing services, employment services, research/development/testing services, business and management consultant services and other similar uses Said uses shall not include business whose primary function is retail sales of merchandise, food or alcohol to the general public and/or non-professional personal service business such as beauty salons, weight clinics, retail stores, restaurants, establishments serving alcohol beverages and other similar uses
  - ii 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 the 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 one year

#### **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 two-thirds (2/3rds) 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(1) 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.
  - 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

#### **XI. ASSESSMENTS AND INTEREST ON UNPAID ASSESSMENTS**

- A Each Unit Owner shall be obligated to pay all 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
- C All liens for assessments made by the Association, when so authorized, shall be prior to other liens, except that such liens for said assessments shall be subordinate, secondary and inferior, and the same are hereby made subordinate, secondary and inferior to (1) all liens for taxes levied by any 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 payments of such assessment for common expense becomes due. Such lien for assessments may be foreclosed, without prejudice, and subject to the aforesaid prior liens.

#### **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 Unit's roofs require maintenance or repair, said Unit Owners shall share the costs in a commercially reasonable manner

#### **XIV. RIGHT OF FIRST REFUSAL**

No Owner of any of the Units may dispose of or lease such Unit or any interest therein by sale or lease without the prior approval of the Declarant, which approval shall be obtained in the manner hereinafter provided.

- A An Owner intending to make a sale or lease of such Unit or any interest therein shall give written notice to the Declarant of such intention, together with the name and address of the intended purchaser or lessee, and such other information as the Declarant may reasonably require in connection with such transaction. Such person shall, by such notice, also furnish the Declarant with the terms and conditions of the proposed sale or lease. The giving of such notice shall constitute a warranty and representation by such person to the Declarant, that the Owner believes the proposal to be bona fide in all respects. No proposed transaction shall be deemed bona fide which is not evidenced by a written contract of sale or lease, subject to the approval and right of first refusal contained therein, executed by the selling or leasing Owner and the proposed purchaser or lessee and containing all of the terms of the sale or lease proposed to be made
- B Within fifteen days after receipt of the notice described above, the Declarant shall either approve the transaction or execute a contract of sale or lease in accordance with the terms of the notice described above. Failure of the Declarant to approve such sale or lease, execute a contract of sale or lease, or furnish a contract

or lease executed by the appropriate substitute purchaser or lessee within the above described period for any reason whatsoever shall be deemed to constitute approval of such sale or lease, following which such owner or lessee, shall nevertheless, prepare and deliver written approval in recordable form if requested by such selling or leasing Owner. All costs associated with these provisions shall be the responsibility of the Unit Owner providing such notice.

EXECUTED ON May 12<sup>th</sup>, 2025

GALA INVESTMENT GROUP LLC.


BY \_\_\_\_\_

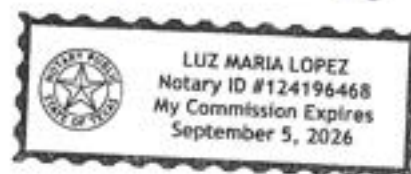
JORGE MONTEMAYOR, PRESIDENT

STATE OF TEXAS       §

COUNTY OF WEBB     §

This instrument was acknowledged before me on 12 of May, 2025, by JORGE MONTEMAYOR President of GALA INVESTMENT GROUP, LLC. A Texas Limited Liability Company, on behalf of said LLC

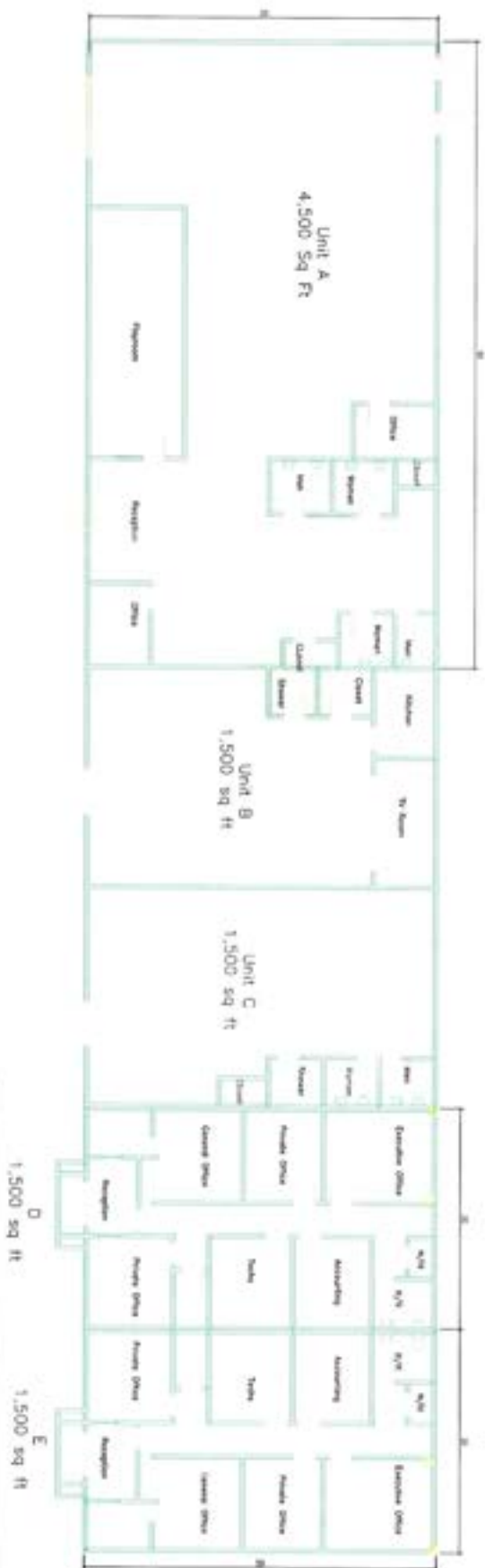
  
Notary Public, State Of Texas



# Exhibit A

## Layout





RECORDER'S MEMORANDUM: ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION.

Three GDM  
6504 Bartlett Ave

George Montemayor  
May 5, 2025

Finch Engineering, LLC  
Gerry Pinzon  
(956) 740-9663



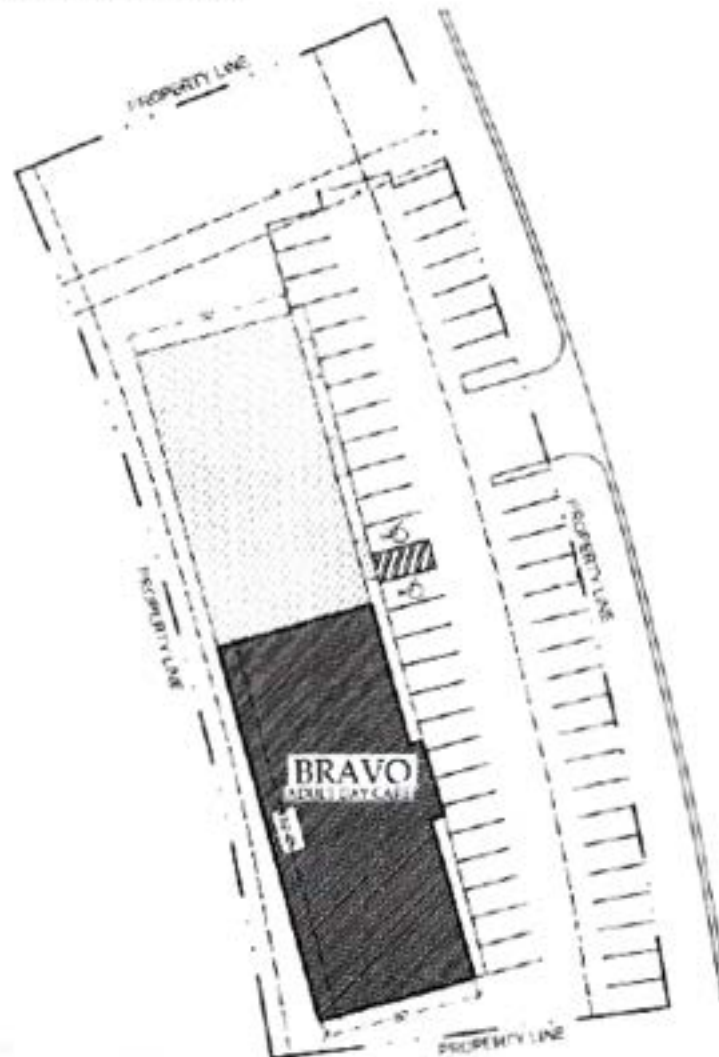
Exhibit B  
Site Plan

# ADULT DAY CARE

6508 N. BARTTLET  
LAREDO, TEXAS 78041



EXISTING BUILDING



General Notes	Notes
1. All work shall be in accordance with the latest edition of the Texas Building Code.	
2. All work shall be in accordance with the latest edition of the Texas Electrical Code.	
3. All work shall be in accordance with the latest edition of the Texas Mechanical Code.	
4. All work shall be in accordance with the latest edition of the Texas Fire Code.	
5. All work shall be in accordance with the latest edition of the Texas Health Code.	
6. All work shall be in accordance with the latest edition of the Texas Safety Code.	
7. All work shall be in accordance with the latest edition of the Texas Accessibility Code.	
8. All work shall be in accordance with the latest edition of the Texas Environmental Code.	
9. All work shall be in accordance with the latest edition of the Texas Energy Code.	
10. All work shall be in accordance with the latest edition of the Texas Building Code.	

Three GDM  
6504 Bartlett Ave

George Montemayor  
May 5, 2025

Finch Engineering, LLC  
G. Pinzon  
(956) 740-9663

STATE OF TEXAS  
COUNTY OF WEBB  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS  
FILED ON THE DATE AND AT THE TIME STAMPED  
HEREON BY ME AND WAS DULY RECORDED IN THE  
VOLUME AND PAGE OF THE OFFICIAL PUBLIC  
RECORDS OF WEBB COUNTY TEXAS AS STAMPED  
HEREON BY ME



*Mayra Ramblana*  
COUNTY CLERK  
WEBB COUNTY, TEXAS