Doc# 20010165641

DECLARATION OF UNIT OWNERSHIP

FOR

THE ANDALUSIA CONDOMINIUMS

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR	§	

A. ANDALUSIA CONDOMINIUMS LP, a Texas limited partnership ("**Declarant**"), is the owner of certain real property and the improvements thereon situated in Bexar County, State of Texas (**"Property"**), more fully described in **Exhibit "A"**, attached hereto and by this reference made a part hereof.

B. Declarant desires to establish a condominium regime under the Texas Uniform Condominium Act (the **"Condominium Act"**), Texas Property Code §82.001 et seq.

C. Declarant reserves the right to create and has executed plans for the construction on the Property of one (1) building consisting of three (3) levels designed for an aggregate of 20 individual condominiums, ("Building") together with all other improvements, structures and facilities, including easements, rights and appurtenances (the **"Project"**), which collectively with the Property is to be known as "The "ANDALUSIA CONDOMINIUMS" (the "**Condominium Regime**").

D. Declarant by virtue of this Declaration hereby establishes a plan for individual ownership in fee simple, of estates consisting of the area or space contained in each of the residential units in the said building improvements together with co-ownership by individual and separate owners, as tenants in common, of all of the remaining property which is referred to as the Common Elements.

NOW, THEREFORE, Declarant hereby submits the Property described in **Exhibit "A"** and all improvements thereon, and the Project improvements contemplated hereby, to the provisions of the Condominium Act and the Condominium Regime established by this Declaration, and hereby publishes and declares that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations are deemed to run with the land comprising the Project, which shall be a burden and benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the Project, their grantees, successors, heirs, executors, administrators, devisees and assigns.

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1.0 Definitions

Unless the context shall expressly provide otherwise the following terms shall have the meanings stated:

1.1 "**Association**" means Andalusia Condominium Association, Inc., a Texas non-profit corporation, the Bylaws of which shall govern the administration of the Project, and the members of which shall be all of the owners of Units within the Project.

1.2 "**Common Elements**" means all General Common Elements and Limited Common Elements within the Project.

1.3 "**Common Expenses**" means and includes:

(a) All sums lawfully assessed against the General Common Elements by the Managing Agent or Board of Directors in compliance with this Declaration;

(b) Expenses of administration and management, maintenance, repair or replacement of the Common Elements;

(c) Expenses agreed upon as Common Expenses by the owners; and

(d) Expenses declared Common Expenses by provisions of this Declaration of the Association Bylaws.

1.4 "**General Common Elements**" means and includes the following to the extent they exist:

(a) The land on which the Building is located;

(b) The foundations, bearing walls and columns, girders, supports, beams, elevators and shafts, roof access scuttle with ladder, mail receptacles, main walls, window/patio overhang, exterior balcony overhang, window boxes, outdoor light fixtures (except those on balconies considered Limited Common Elements), roofs, exterior halls, lobbies, stairs and stairways, walkways, guardrail systems and entrances, exits or communication ways;

(c) The yards, street trees, gardens, planters, fountains, unassigned parking areas, covered parking structure, fences, unassigned storage areas, streets, service drives, walks, basements, flat roofs, service easements, boiler and mechanical and janitorial rooms, sprinkler system, electrical and telephone room, wheel stops, call boxes, tree grates;

(d) The installations consisting of the equipment and materials making up central services such as power, light, gas, cold and hot water, refrigerant, central air conditioning and central heat, water tanks and pumps, and the like; and

(e) All other structures, facilities and equipment located within the Project necessary or convenient to its existence, maintenance and safety, or normally in common use.

1.5 "**Limited Common Elements**" means and includes that portion, if any, of General Common Elements reserved for the exclusive use of the Owner of a Unit; assigned parking areas, halls, stairways, attic spaces directly above a Unit, and patio, balcony and storage areas, if any, indicated on the attached **Exhibit "B"** as being appurtenant limited elements to a specific Unit only.

1.6 **"Owner"** means a person, firm, corporation, partnership, association or other legal entity, or a combination thereof, who owns one or more Unit.

1.7 "**Plans**" or "Plats" means and includes the engineering survey of the land locating thereon, all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part or all of the improvements, designated as **Exhibit "B"** attached hereto and by this reference made a part here of and including those items set forth in 2.1. When used throughout this Declaration the term "Plans" shall include "Plats" and the term "Plats" shall include "Plans."

1.8 "**Project**" means and includes the land described on **Exhibit "A"** attached to this Declaration, and the Building, together with all improvements, structures and facilities thereon, and all rights, easements and appurtenances belong thereto.

1.9 "**Unit**" means, together with the interest in the Common Elements appurtenant to such Unit, an individual air space unit which is contained within the , floors and ceilings, including all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting part of the finished surfaces of the unit, (collectively "Finished Surfaces") and consisting of one or more rooms, occupying all or part of a floor in the Building and containing one or more stories, providing it has direct exit to a thoroughfare or to a given common space leading to a thoroughfare, including interior construction, partitions, appliances, fixtures and improvements, if any, which are intended to exclusively serve such Unit such as interior dividing room walls, floor coverings or finishing materials applied or affixed to the interior surfaces of the interior walls, floors, ceilings, closets, cabinets, shelving, individual bathroom and kitchen fixtures together with the interest in the Common Elements appurtenant to such Unit and all utility pipes, lines, systems, lighting and electrical fixtures or appliances servicing that Unit (whether or not within the boundaries of the Unit), **except that** as to the vertical boundaries or the perimeter walls of the Unit, the perimeter boundary of the Unit includes the exterior of the materials constituting the Finished Surfaces plus the 2" x 4" wall stud and one-half (½) of the air space, if any, beyond the exterior of the Finished Surfaces. For the door and windows area, the boundaries of each Unit shall be the interior surfaces of windows and doors, perimeter window frames and doorframes. Interior trim around windows and doors shall be a part of each Unit and shall not be Common Elements. In interpreting Deeds, Mortgages, Deeds of Trust and other instruments, the description of the physical boundaries of the Unit in conjunction with the existing physical boundaries of the Unit shall be conclusively presumed to be its boundaries, regardless of settling, rising or lateral movement of the Building and regardless of variances between boundaries shown on the Plats or Plans and those of the Building.

1.10 **"Voting"** Subject to the provision of Section 14.4 hereof, Unit ownership shall entitle the Owners to cast one (1) vote per Unit in determining the affairs of the Association, which vote will be equal to the proportionate share of ownership of the Owner in the Common Elements as determined by the Common Element Expense Percentage. Voting shall not be split among more then one (1) Unit Owner. The present number of votes that can be cast by the Unit Owners is twenty (20). If all Unit Owners vote, the combined vote calculated in accordance with Exhibit "C," shall equal one hundred percent (100%).

2.0 Project Plat

2.1 Prior to the first conveyance of any Unit, a Plat of the Project will be filed with the Condominium Records of Bexar County, Texas, as part of this Declaration. The Plat or the Plans will consist of and set forth the following items:

(a) The legal description of the surface of the land;

(b) The linear measurements and location of the Building and all other improvements to be constructed on the Property with reference to the exterior boundaries of the Property;

(c) Plans of the Building showing the location, Unit designations and linear dimensions of each Unit, and the Limited Common Elements, if any;

(d) The elevations of the unfinished interior surfaces of floors and ceilings as established from a datum plane; and

(e) Any other item required by §82.059(b) of the Condominium Act.

2.2 Declarant reserves the right to amend the Plans or Plats and this Declaration from time to time to conform it to actual location of any of the improvements in accordance with §82.059 of the Condominium Act, and to establish, vacate and relocate easements, access road easements and onsite parking areas and patios, and to conform this Declaration to all requirements of federal or state laws, or, prior to the sale of any Unit, to modify any proposed Unit or the Building for any purpose whatsoever, provided that the Common Element Expense Percentage will only effect those Units owned by the Declarant and will not change or effect the Common Element Expense Percentage of ownership of any other Unit. This reservation shall not work to readjust or reallocate any vested interest in the Common Elements appurtent to any Units owned by parties other then the Declarant. .

3.0 Division of Project into Units

3.1 The real property comprising a portion of the Project is hereby divided into the following separate fee simple estates:

(a) Twenty fee simple estates consisting of twenty separately designated residential Units, each such Unit identified by number on the Plans.

(b) The remaining portion of the Project, not designated as a Unit, shall comprise the Common Elements, and ownership of the Common Elements shall be held in common by the Owners of the Units, each such interest being an undivided percentage interest in the Common Elements equivalent to the number of square feet in each Unit divided by the total number of square feet within all Units located in the Project. Each individual interest in the Common

Elements shall be appurtenant to one Unit covered hereby. Each Unit Owner's percentage undivided interest in the Common Elements is set forth on **Exhibit "C"** attached hereto.

4.0 Limited Common Elements

4.1 Portions of the General Common Elements are set aside and reserved for the exclusive use of individual Owners of Units, such areas being Limited Common Elements. Limited Common Elements reserved for the exclusive use of individual Owners are identified on the Plans, and generally may include reserved parking spaces, balconies, patio spaces, and courtyards. Parking spaces, balconies and patios are allocated and assigned by Declarant to Units as indicated on the Plans.

4.2 Certain exclusively used Limited Common Elements will be used in connection with a particular Unit to the exclusion of the use thereof by other Owners except by invitation. The Board of Directors of the Association and/or Declarant may adopt reasonable regulations governing the use of Limited Common Elements by Owners and their guests and invitees.

5.0 Inseparability of a Unit

5.1 Each Unit and its undivided interest in the Common Elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only as a Unit.

6.0 Description of Unit

6.1 Any deed, lease, mortgage, or other instrument may legally describe a Unit by its identifying Unit number or designation as shown on the Plans, followed by the descriptive words "THE ANDALUSIA CONDOMINIUMS" with a reference to this Declaration and the Plans. Any description of a Unit within the Project conforming to the requirements of this section will be deemed legally sufficient for the purposes of conveying, transferring, encumbering, granting an interest in or otherwise affecting a particular Unit and appurtenant interest in Common Elements.

7.0 Separate Assessment and Taxation

7.1 Declarant will notify the appropriate tax assessor of the creation of the Condominium Regime, so that each Unit and its undivided interest in the Common Elements will be deemed a separate parcel, subject to separate assessment and taxation.

8.0 Ownership Title

8.1 A Unit may be owned by more than one person or entity, as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under Texas law.

9.0 Non-Partitionability of Common Elements

9.1 The Common Elements shall be owned in common by all Owners of Units and shall remain undivided. Except as otherwise specifically provided herein, no Owner of a Unit may bring any action for partition or division of the Common Elements.

10.0 Occupancy

10.1 Each Owner is entitled to exclusive ownership and possession of its Unit. Each Owner may use the Common Elements in accordance with the purpose for which they are intended and without hindering or encroaching upon the lawful rights of other Owners. No Owner may construct upon or alter any of the Common Elements or Limited Common Elements without the prior written consent of the Board of Directors. Each Owner's right of ingress and egress to its Unit over and across General Common Elements is perpetual and appurtenant to each Unit and shall not be restricted.

11.0 Use

11.1 (a) Subject to the provisions of this Declaration and the Bylaws of the Association, the Project shall be occupied and used by the Owner exclusively as and for a single family residential dwelling for the Owner, the Owner's family, his social guests or his tenants. Rules and regulations for the day-to-day maintenance, operation and enjoyment of the Unit and its Common Elements (**"Rules"**) shall be established by the Board of Directors, modified or amended from time to time, enforceable with equal dignity and in the same manner as this Declaration. The Rules currently established for the Project are attached here to as **Exhibit "D"** and incorporated herein by reference and made a part hereof. The Rules are deemed adopted by Declarant, as sole owner of the Project, and all Owners of Units shall be bound by the Rules and this Declaration.

(b) Notwithstanding any provisions of this Declaration or the Rules to the contrary, in order that Declarant may establish, the Project with fully occupied Units, neither an Owner of a Unit nor the Association shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

(1) Prevent Declarant, or its contractors or subcontractors, from doing in any Unit owned by Declarant whatever Declarant determines to be necessary or advisable in connection with the completion of any work thereon or therein;

(2) Prevent Declarant, or its representatives, contractors or subcontractors, from erecting, constructing and maintaining on the Common Elements or any Unit owned by Declarant such structures as may be reasonably necessary for the conduct of its or their business of completing any work and establishing the Project as a Condominium Regime and disposing of the same by sale, lease or otherwise;

(3) Prevent Declarant, or its representatives, from maintaining a sales office within an unsold or unleased Unit and maintaining and showing model Units to aid in the marketing of the Units;

(4) Prevent Declarant, or its contractors, or subcontractors, from maintaining such sign or signs on the Property as may be reasonable and necessary for marketing the Units; or

(5) Prevent Declarant or Declarant's successors and assigns from leasing, renting or taking any other action with respect to any Unit owned by Declarant or Declarant's successors

and assigns or from taking any such action with respect to any other Unit at the request of the Owner thereof.

<u>12.0</u> <u>Easements and Encroachments</u>

12.1 If any portion of the Common Elements encroaches upon a Unit, a valid easement for the encroachment and maintenance of same shall exist and is hereby created for so long as it stands. If any portion of a Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and maintenance of same, so long as it stands, shall exist and is hereby created. For title or other purposes, any such encroachments shall not constitute encumbrances either on the Common Elements or any Unit.

12.2 The Declarant reserves unto itself and the Association a non-exclusive easement over, and across those portions of the Common Elements wherein the systems, equipment and structures which are the subject of this Declaration are situated. Such easement shall be limited to use by the Declarant and the Association (including employees, agents and contractors) as is necessary for the purposes of repair, maintenance, replacement and operation of the herein described systems, equipment and structures pursuant to the terms of this Declaration.

<u>13.0</u> <u>Mechanic's and Materialmen's Liens - Prohibition and Indemnification</u>

13.1 Subsequent to the completion of the improvements described on the Plans, no labor performed or materials furnished and incorporated in a Unit with the consent or at the request of the Owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the Common Elements owned by the other Owners of Units. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit.

<u>14.0</u> <u>Administration and Management – Declarant Control Period</u>

14.1 The administration of the Project shall be governed by the Bylaws of the Association. Each Owner of a Unit irrevocably vests in the Association through its Board of Directors ("**Board**") or managing agent appointed by the Board ("**Managing Agent**") the right to maintain the General Common Elements and the Limited Common Elements of the Project and improvements associated with each Unit and the Project. A copy of the Association Bylaws is attached hereto designated **Exhibit "E"** and by this reference made a part of this Declaration. The Bylaws are deemed adopted by Declarant, as sole owner of the Project, and all Owners of Units shall be bound by the Bylaws and this Declaration.

14.2 An Owner of a Unit, upon becoming an Owner, shall automatically be a member of the Association and shall remain a member for the period of his ownership.

14.3 The Managing Agent shall perform all of the duties delegated to it by the Board. The Declarant or the Board may pay such Managing Agent compensation as it deems reasonable for the services to rendered, which compensation shall constitute a part of the Common Expenses of this Condominium Regime and shall be paid out of the Association budget.

14.4 Notwithstanding anything to the contrary in this Declaration, Declarant will retain control of and over the Association and Declarant shall have the sole right and power to appoint and remove officers and directors of the Board until one hundred twenty (120) days after Declarant has conveyed seventy-five percent (75%) of the Units in the Project to Owners other than Declarant("Declarant Control Period"). It is expressly understood that the Declarant will not use said control for any advantage of Owners by way of retention of any residual rights or interest in the Association after the Initial Period (except for Declarant's rights, if any, as an Owner and member), or through the creation of any management agreement with a term longer than three (3) years, with out the approval of the majority vote of the members of the Association upon relinquishment of Declarant control. Notwithstanding the foregoing, pursuant to Section 82.103(d) of the Condominium Act, not later than the one hundred twentieth (120th) day after Declarant's conveyance of fifty percent (50%) of the Units to Owners other than Declarant, one-third (1/3) of the Board members must be elected by Owners other than Declarant. In addition, pursuant to Section 82.103(e) of the Condominium Act, not later than the end of the Declarant Control Period, the Owners shall elect a Board of Directors of at least three (3) members and the Board of Directors shall elect the officers of the Association before the thirty-first (31st) day after the end of the Declarant Control Period.

<u>15.0</u> <u>Access for Maintenance and Repair</u>

15.1 The Owners shall have the irrevocable right, to be exercised by the Managing Agent or Board, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or for making emergency repairs necessary to prevent damage to any Common Elements or to another Unit. The Association shall have reasonable right of entry upon any and all Units and the Unit's appurtenant Limited Common Elements, to effect emergency or other necessary repairs which the Unit Owner has failed or is not available to perform.

<u>16.0</u> <u>Owner's Responsibility for Maintenance of Unit</u>

16.1 An Owner shall maintain and keep in repair the interior of his Unit, including the fixtures thereof. All fixtures and equipment, including the heating and air conditioning system, installed within each Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "**utilities**") enter the air space of the exterior walls of a Unit as more fully set forth in Section 1.9, shall be maintained and kept in repair by the Owner of the Unit. Without limitation on the generality of the foregoing, an Owner shall maintain and keep in good repair (and replace, if so required) the air conditioning compressor, hot water heater, fans, ductwork, heating unit and cooling coils and utility lines exclusively utilized in and for his Unit; as well as all other fixtures utilized exclusively for that Unit and situated within or installed into the Limited Common Elements appurtenant to the Unit; and an Owner shall be obliged to promptly repair and replace any broken or cracked windows, doors or glass therein. Notwithstanding anything to the contrary contained in this Section 16.1, an Owner when exercising his right and responsibility of repair, maintenance, replacement or remodeling, as herein defined, shall never alter in any manner whatsoever, the exterior appearance of his Unit.

16.2 An Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the floors and ceilings surrounding his Unit, but shall own up to and including the Finished Surfaces as more particularly defined in Section 1.9. Nor shall an Owner be deemed to own the utilities running through his Unit which are utilized for, or serve more than one Unit, except as a tenant in common with the other Owners. An Owner, however, shall be deemed to own and shall maintain the inner and exterior decorated, finished and unfinished surfaces and exterior of the perimeter walls, individual wall stud and one-half (½) of the adjacent air space of the exterior wall as more particularly defined in Section 19.1.

<u>17.0 Interference with Structural Soundness of Building</u>

17.1 An Owner shall do no act nor undertake any work that will impair the structural soundness or integrity of the Building or impair any easement or hereditament within the Project. No Owner shall in any way alter, modify, add to, or otherwise perform any work whatever upon any of the Common Elements, except with prior written consent of the Board.

<u>18.0 Dimensions</u>

18.1 It is expressly agreed in each and every purchaser and Owner of Unit, its or his successors, heirs, devisees, executors, administrators and grantees hereby expressly agree that the square footage, size, and dimensions of each Unit as set out or shown in this Declaration or in the Plans or Plats attached as exhibits hereto are approximate and are shown for descriptive purposes only and do not necessarily reflect or represent the precise percentage of square footage of any specific portion of the Project. The Declarant does not warrant, guarantee or represent that any Unit actually contains area, square footage, elevation or dimensions shown by the Plat thereof. Each Purchaser and Owner of a Unit or interest therein acknowledges that such Owner, to the extent the Unit is substantially complete, has had the full opportunity and is under a duty to inspect and examine such Owner's Unit prior to the purchase thereof and agrees that the Unit has been or will be purchased as actually and physically exists at the time said purchase is closed. For those Units that are not complete or substantially complete, the Owner acknowledges and agrees that it has had a full and complete opportunity to examine the Plans or Plats and other documents of record and has been given full opportunity to examine the part of the Unit under construction, if any, and has satisfied itself that the Unit under construction is acceptable in its partially constructed state and its proposed completed construction with the full and expressed understanding that the square footage size and dimensions are approximate and for descriptive purposes only, not necessarily reflecting or representing the precise percentage of square footage, area, elevation, or dimensions shown by the Plat or Plan thereof. Each Owner of a Unit expressly waives a claim or a demand which it may have against the Declarant or any person whosoever on account of any difference, shortage or discrepancy between the Unit as actually and physically existing and as it is shown on the respective Plat or Plan thereof, attached as Exhibit "B" hereto. It is specifically agreed that interpreting Deeds, Mortgages, Deeds of Trust and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit shall be conclusively presumed to be its boundaries, regardless of settling, rising or lateral movements of the Building, and regardless of variances between the boundaries as shown on the Plat or Plans and those of the Building.

19.0 Compliance with Provisions and Declaration and Bylaws

19.1 Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws and the Articles of Incorporation of the Association and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of these Project and Association governance documents shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Managing Agent or Board on behalf of the Association and any aggrieved Unit Owner against any Owner(s), and the Owner(s) shall have similar rights of action against the Association.

20.0 Revocation or Amendment to Declaration

20.1 This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate ownership interest of ninety percent (90%) of the Units and all of the holders of any recorded first mortgage or deed of trust covering or affecting any or all Units unanimously consent and agree to such revocation or amendment by instrument(s) duly recorded, except as provided in Section 20.2 and 27.0 hereof and except that the percentage undivided interest of each Unit Owner in Common Elements as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all of the Unit Owners and their mortgagees expressed in an amended declaration duly recorded.

20.2 Notwithstanding the foregoing, an amendment of the Declaration may not alter or destroy a Unit or a Limited Common Element, create or increase special Declarant rights, increase the numbers of Units, change the boundaries of a Unit, change a Unit's allocated interest or change the use restrictions on a Unit without approval of 100% of the votes in the Association.

20.3 Except as agreed to by the Declarant, an amendment may not increase or otherwise modify the obligations imposed by this Declaration on the Declarant, or reduce or otherwise modify the rights granted by this Declaration to the Declarant, including any special Declarant rights.

20.4 Any first mortgagee who receives a written request to approve addition or amendments to this Declaration or the Bylaws and who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request. The association shall give timely written notice to all first mortgagees of any proposed action which would require the consent of a specified percentage of first mortgagees.

20.5 Amendments to this Declaration shall be evidenced by a writing that is prepared, signed and acknowledged by the president or other officer designated by the Board to certify amendments. The amendment shall be effective upon filing in the office of the County Clerk of Bexar County, Texas.

20.6 No action to challenge the validity of an amendment to the Declaration adopted by the Association under this section 20.1 thru 20.6 or any other section in this Declaration may be brought more then one (1) year after the amendment is recorded.

21.0 Assessments for Common Expenses, Utilities, Insurance

21.1 The assessments made shall be based upon the cash requirements deemed to be such aggregate sums as the Managing Agent or Board shall from time to time determine are to be paid by all of the Owners, including Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements and the Association. Assessments may include, among other things, costs of management, taxes, insurance, including fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached, issued up to the amount of the maximum replacement value of all the Units, casualty and public liability, and other insurance, landscaping and care of grounds, common lighting, repairs and renovations, garbage collections, wages, water charges, gas charges, legal and accounting fees, expenses and liabilities incurred by the Managing Agent or Board under or by reason of this Declaration or the Bylaws, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as other costs and expenses relating to the Common Elements. Except as otherwise specifically provided herein, the Limited Common Elements shall be maintained as General Common Elements and Owners having exclusive use thereof shall not be subject to any special charges or assessments for the repair or maintenance thereof. The omission or failure of the Board to fix the assessment for any period shall not be deemed a waiver, modification, or a release of the Owners from the obligations to pay.

21.2 Taxes are not part of the Common Expenses except as otherwise provided in Section 30.0 hereof.

21.3 Each Owner shall pay for his own utilities which are separately metered and billed to each Unit by the respective utility companies or by the Association. Utility expenses which are not separately billed or metered shall be part of the Common Expenses and each Unit Owner shall pay his share thereof as in the case of other Common Expenses.

21.4 The Managing Agent or Board shall obtain and maintain at all times insurance of the type and kind as required by §82.111 of the Condominium Act. The insurance shall be carried in blanket policy form naming the Association as the insured, which policy or policies shall identify the interest of each Unit Owner and which shall provide for a standard non-contributory mortgagee clause in favor of each first lien mortgagee. All policies of insurance shall provide that the insurance thereunder may be invalidated or suspended only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. The insurance under the policies secured for the Association, as to the interest of all other insured Owners not guilty of the acts or omissions described in the preceding sentence, shall not be invalidated or suspended and shall remain in full force and effect. The Insurance under the policies secured for the Association shall provide that the Insurer waives its right to subrogation under the policy against an Owner and that the Association's policy provides primary insurance even if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same property covered by the Association's policy.

21.5 A claim for any loss covered by the Association's policy must be submitted by and adjusted with the Association. The Insurance proceeds for that loss shall be payable to an Insurance Trustee designated by the Association for that purpose, if the designation of an Insurance Trustee is considered by the Board to be necessary or desirable or otherwise to the association and not to any Owner or First Mortgagee. (If the designation of an Insurance Trustee through the words or otherwise to the Association.)

21.6 The insurance trustee or Association shall hold insurance proceeds in trust for Owners and first mortgagees as their interest may appear. Accept as otherwise specifically set forth herein, the proceeds paid under a policy must be disbursed first for the repair or restoration of the damage to Common Elements and Units Owners and first mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Condominium regime is terminated.

21.7 Each Owner must obtain additional interior space insurance at his own expense for his own benefit. Insurance coverage on the furnishings, load and nonload-bearing interior walls and other items of personal property belonging to the Owner, and casualty and public liability insurance coverage within each individual Unit, are specifically made the responsibility of the Owner thereof.

22.0 Owner's Obligation for Payment of Assessments

22.1 All Owners shall be personally obligated to pay the estimated assessments imposed by the Board to meet the Common Expenses. Except for insurance premiums and except as may be otherwise provided herein, the assessments shall be made pro-rata according to each Owner's percentage interest in and to the Common Elements as set forth in Section 3.0(b) as it relates to the total of all Project Common Element expenses ("**Common Elements Expense Percentage**"). The Common Element Expense Percentage for individual Units are as set forth on **Exhibit "C"**.

22.2 Assessments for insurance premiums shall be based upon that proportion of the total premiums that the insurance carried on a Unit bears to total coverage. If insurance premiums are not allocated to particular Units then the Common Element Expense Percentage shall apply. Assessments for the estimated Common Expenses, including insurance, shall be due monthly in advance on or before the 5th day of each month. Failure to pay by the eighth (8^{th}) day of each month shall result in the imposition and assessment of a late charge equal to ten percent (10%) of the delinquent assessment for the additional expenses of accounting and collection incurred by the Association.

22.3 Contribution for assessments shall be prorated if the ownership of a Unit commences on a day other than on the first day of a month.

22.4 In addition to the regular monthly assessments authorized by this Declaration or by the Bylaws, the Board may levy in any fiscal year a special assessment or assessments applicable to that fiscal year only, for the purposes of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected major repair or replacement of a described capital improvement constituting or to constitute part of the Common Elements, including the necessary fixtures and personal property related thereto, or for the purchase of any movable or personal property for the common use of all the Owners, or for such other purpose(s) as the Board may consider appropriate and for the common benefit of all of the Owners in proportion to their Common Element Expense Percentage; provided, however, that no special assessment shall become effective until the same has received the affirmative vote, based on each Unit Owner's ownership interest of at least two-thirds (2/3) of the total votes cast, in person or by proxy, at a special meeting of the members of the Association to be called for the purpose of such vote, notice of which shall be given to each member in accordance with the provisions of the Bylaws regarding notice of such special meetings. At any special meeting the members may, by the required affirmative vote, amend or modify any recommended special assessment prepared by the Board. The pro-rata share of each Owner of any special assessment shall be due and payable as provided in the resolution of the Association adopting or approving the special assessment.

22.5 While Declarant remains an Owner of one or more of the Units of the Project, Declarant shall pay to the Association, in lieu of the regular monthly or special assessments authorized by this Declaration and imposed by the Board of Managers, the Declarant's pro rata share of the actual operating expenses. For purposes of this Section 22, the term "actual operating expenses" shall mean those expenses reasonably necessary for the normal maintenance and operation of the Condominium Regime, but shall not include capital expenditures (determined in accordance with generally accepted accounting principals), or any amounts paid into contingency or other reserve or surplus funds.

23.0 Waiver of Use of General Common Elements of Abandonment of Unit by Owner

23.1 No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

24.0 Assessment Lien

24.1 All sums assessed but unpaid for the share of Common Expenses chargeable to any Unit, including interest accruing thereon at ten percent (10%) per annum, shall constitute a lien on the Unit in delinquency, superior (prior) to all other liens and encumbrances, except only for:

(a) Assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the Unit; and

(b) All sums unpaid on the first lien deed of trust of record, if any, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the date the Association assessment lien arises.

24.2 To evidence the assessment lien the Board or Managing Agent may, but shall not be required to, prepare a written notice setting forth the amount of unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit which notice shall be signed by a Director or by the Managing Agent and may be recorded in the Office of the Bexar County Clerk, Bexar County, Texas. The Association assessment lien for unpaid Common Expenses shall be attached to all ownership interest in the applicable Unit and corresponding Common Elements from the date of the failure of payment of the assessment. The assessment lien may be enforced by foreclosure on the defaulting Owner's Unit by the Association in the manner provided by the laws of the State of Texas for non-judicial trustee sales of mortgaged real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of legal proceedings and collection efforts of the Association, including the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect rent. The Association shall have the power to bid on the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the foreclosed Unit.

24.3 The amount of the Common Expenses assessed against each Unit shall also be a debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing a delinquent assessment.

24.4 Any mortgagee holding a lien on a Unit may pay any unpaid Common Expense payable with respect to the Unit, and upon such payment the mortgagee shall have a lien on the Unit for the amounts paid of the same rank as the lien of his encumbrance.

24.5 Each Owner, by acceptance of a deed to a Unit, hereby expressly vests in the Association and its agents the right and power to bring all actions against the Owner personally for the collection of assessed charges as a debt, and to enforce the aforesaid lien by all methods available to the enforcement of such liens, including non-judicial foreclosure. Each Owner, by acceptance of a deed to a Unit hereby grants, transfers and conveys to the Association a power of sale in connection with power of assessment and collection of delinquent assessment, entitling the Association to foreclose and sell the Unit by non-judicial or judicial process, at the election of the Association, in addition to all other remedies granted to the Association in this Declaration and by law.

<u>25.0</u> <u>Statement of Indebtedness - Liability Upon Unit Encumbrance or Transfer</u>

25.1 Upon payment to the Association of a reasonable fee established by the Board, and upon the written request of any Owner or any encumbrancer or prospective encumbrancer of a Unit, the Association by its Board or Managing Agent will provide to the requesting party within 10 days of its receipt of the written request a statement of indebtedness for a Unit. The statement of indebtedness will include the amount of the current assessment, the date that the assessment becomes due, and the amount of any credits for advance payments or for prepaid items. The statement of indebtedness issued by the Association will be conclusive upon the Association in favor of all persons who rely thereon in good faith.

25.2 The grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments attributable to the Unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor, provided however that upon payment to the Association of a reasonable fee not to exceed Twenty Five and No/100 ($25.00) Dollars, and upon written request, any such prospective grantee shall be entitled to a statement from the Managing Agent or Board of Managers, setting forth the amount of the unpaid assessment, if any, with respect to the subject

Unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, then such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the subject Unit. The provisions set forth herein shall not apply to initial sales of the Units by Declarant.

<u>26.0</u>   <u>Mortgaging a Unit - Priority</u>

26.1 Any Unit Owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The Owner of a Unit may create a second mortgage only subject to the following conditions precedent: (1) that any second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for Common Expenses, and other payments created by this Declaration and by the Bylaws; (2) that the mortgagee under any second mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance upon the Unit, which insurance policies were effected and placed upon the mortgaged premises by the Association. The insurance proceeds released shall be furnished promptly by the second mortgagee upon written request submitted by the Association.

<u>27.0</u>   <u>Association as Attorney-in-Fact/ Destruction or Obsolescence.</u>

27.1 This Declaration hereby makes mandatory the irrevocable appointment of an attorney-in-fact to deal with the Project upon its destruction or obsolescence.

27.2 Title to any Unit is declared and expressly made subject to the terms and conditions of this Declaration, and acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact provided by this Declaration. All of the Owners irrevocably constitute and appoint ANDALUSIA CONDOMINIUM ASSOCIATION, INC. their lawful attorney in their name, place and stead, for the purpose of dealing with the Project and all Units and Common Elements within the Project upon occurrence of any destruction or obsolescence of any portion of the Project. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a Unit Owner which is (are) necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subsections means restoring the improvements to substantially the same condition in which it (they) existed prior to the damage, with each Unit and the Common Elements having the same vertical and horizontal boundaries immediately preceding the incident creating the damage. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements unless the Owners and all first mortgagees agree not to rebuild the damaged portion of the Project in accordance with the provisions set forth in this Declaration.

(a) Each Owner shall maintain sufficient insurance to cover the entire rebuilding of the interior of his Unit. In the event of damage or due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvements, shall be applied by the Association, as attorney-in-fact to such reconstruction, and the improvements shall be promptly repaired and reconstructed.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvements, and if such damage is not more than 2/3 of all of the Common Elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the Units. Any deficiency assessment shall be a Common Expense made pro-rata according with the Common Element Expense Percentage for each Unit and shall be due and payable to the Association by each Unit Owner within 30 days after delivery of written notice by the Association. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the deficiency assessment. The deficiency assessment shall be a debt of each Owner and if not timely paid shall entitle the Association to file a lien against the Unit in delinquency and to exercise all other remedies and enforce the rights provided in Section 24.0. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Unit of any Owner refusing or failing to timely pay the deficiency assessment. The Association may in the exercise of its sole discretion cause to be recorded a notice that the Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from the sale of the Unit shall be used and disbursed by the Association as attorney-in-fact, in the following order:

- (i) Assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the Unit;
- (ii) For payment of the balance of the lien of any first mortgage;
- (iii) For payment of unpaid Common Expenses;
- (iv) For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
- (v) The balance remaining, if any, shall be paid to the Unit Owner.

(c) If more than 2/3 of all of the Common Elements, not including land, are destroyed or damaged, and if the Owners representing an aggregate ownership interest of 100% of the Units do not voluntarily, within 90 days after the date of the event giving rise to the damage, make provision for reconstruction, which plan must also have the unanimous approval of every first mortgagee, the Association shall forthwith record a notice setting forth such facts, and upon the recording of such notice by the Association's president or secretary, the entire remaining portion of the Project shall be sold by the Association, as attorney-in-fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Plans and the Bylaws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Unit Owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into separate accounts, each account representing one Unit. Each account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of each account, without contribution from any account to another, toward the full payment of the lien of any first mortgagee against the Unit represented by the separate account. There shall be added to each account, the apportioned amount of the proceeds derived from the sale of the entire Project. The appointment shall be based upon each Unit Owner's Common Element Expense Percentage. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in Subsection 27.2(b)(i)-(v).

(i) If the Owners representing an aggregate ownership interest of 100% of the Units adopt a plan for reconstruction, which plan has the unanimous approval of all first mortgagees, then all of the Owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with the reconstruction plan shall be a Common Expense and made pro-rata according to each Unit Owner's Common Element Expense Percentage and shall be due and payable as provided by the terms of the plan, but in any event not later than 45 days after delivery by the Association of written notice of the approval of the reconstruction plan. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay any assessment necessitated by the reconstruction plan. The deficiency assessment shall be a debt of each Owner and a lien on each Unit and may be enforced and collected in the manner provided in Section 24.0. The Association may in the exercise of its sole discretion cause to be recorded a notice that the Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from the sale of the Unit shall be used and disbursed by the Association, as attorney-in-fact, in the manner provided in Subsection 27.2(b).

(d) The Owners representing an aggregate ownership interest of 90% of the Units may agree that the Common Elements are obsolete and that they should be improved or reconstructed. In this instance, then the expense of improvement and/or reconstruction of Common Elements shall be payable by all of the Owners as Common Expenses; provided, however, that any Owner not agreeing to an improvement or reconstruction may give written notice to the Association that his Unit shall be purchased by the Association for its then current fair market value payable in cash to the non-consenting Unit Owner. If such Owner and the Association agree on the fair market value, then the sale shall be consummated within 30 days from the date of the agreement. If the Association and Owner are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "date of commencement" from which all periods of time mentioned herein shall be measured. Within 10 days following the date of commencement, each party shall nominate in writing (and give notice of such nomination to the other party) an appraiser who shall be a member of the San Antonio Board of Realtors. If either party fails to timely make a nomination, the appraiser nominated shall within 5 days after default by the other party shall appoint and associate with him another appraiser (to be selected from the San Antonio Board of Realtors). If the two appraisers designated by the parties, or otherwise selected pursuant hereto, are unable to agree on the current fair market value of the Unit, then they shall appoint a third appraiser (to be selected from the San Antonio Board of Realtors), whose opinion of value shall be averaged with the first two opinions of value to derive a value for the Unit. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two (2) persons (each of whom shall be a member of the San Antonio Board of Realtors) and from the names of the four persons so nominated, unless another designated person is agreed upon in writing, a single name shall be drawn by lot by any judge of any District Court in Bexar County, Texas, and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days after the failure of the two appraisers to agree, which in any event shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value or in the case of their disagreement, the average value derived from inclusion of the umpire's value, shall be final and binding. The expenses and fees of all appraisers shall be borne equally by the Association and the Owner. The sale of the Unit shall be consummated within 15 days after the date of final determination of value is presented in writing by the appraisers, and the Association, as attorney-in-fact, shall disburse the sale proceeds in the manner provided in Subsection 27.2(b).

(e) The Owners representing an aggregate ownership interest of 100% of the Units with the unanimous consent of the first mortgagees, may agree that the Common Elements are obsolete and that the same should be sold. In such instance, the Association shall forthwith record a notice setting forth such facts, and upon the recording of the notice by the Association's president or secretary, the entire Project shall be sold by the Association, as attorney-in-fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Plans and the Bylaws. The sales proceeds shall be apportioned between the Owners on the basis of each unit Owner'sCommon Element Expense Percentage. Apportioned proceeds shall be paid into separate accounts and disbursed in the same manner as provided in Subsection 27.2(b).

28.0 Personal Property for Common Use

28.1 On or before the expiration of the Declarant Control Period, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the Project and furnished by Declarant, which property is intended for the common use and enjoyment of the Unit Owners. The Association shall hold title to the personal property for the use and enjoyment of the Unit Owners. No Owner shall have any other interest or right thereto, and all rights and interests of an Owner in the personal property shall absolutely terminate upon the Owner's termination of ownership of his Unit.

29.0 Protection of Mortgagee

29.1 The following provisions are adopted for the benefit of all first mortgagees of Units and shall prevail over any provisions to the contrary contained elsewhere in this Declaration or in the Bylaws:

(a) Notice to Association. An Owner who mortgages his Unit shall notify the Board by giving the name and address of the mortgagee.

(b) Notice of Default. The Association shall notify any holder of a first mortgage in writing, upon request of such mortgagee (and once a request is given it shall be deemed a continuing request), of any default by the mortgagor in the performance of the mortgagor's obligations in the Declaration which are not timely cured, which shall be cured not later than thirty (30) days from notice unless otherwise specifically provided herein.

(c) Examination of Books. The Association will make available to Unit Owners and to holders of any first mortgage, current copies of the Declaration, Bylaws, other rules concerning the Project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstance.

(d) Reserve Fund. The Association shall establish an adequate reserve fund for periodic maintenance, repair and replacement of Common Elements and fund the same by regular assessments rather than by extraordinary special assessments. Additionally, a working capital fund must be established for the initial months of the Project operation equal to at least two (2) months' estimated assessment charged for each Unit. Each Unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each Unit, and shall be maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold Unit shall be paid to the Association within sixty (60) days after the date of the conveyance of the first Unit in the Project. The purpose of the fund is to ensure that the Board will have cash available to meet unforeseen expenditures, or to acquire additional equipment for services deemed necessary or desirable by the Board.

(e) Rights of Action. The Association and any aggrieved Unit Owner shall have an appropriate right of action against other Unit Owners for failure to comply with the provisions of the constituent documents or with decisions of the Association which are made pursuant thereto. Unit Owners shall have similar rights of action against the Association.

(f) Annual Audits. The Association shall furnish each mortgagee of a first mortgage, upon written request, free of charge, within a reasonable period of time after such request, an audited financial statement of the Association for the immediately preceding fiscal year of the Association.

(g) Notice of Meetings. The Association shall furnish each first mortgagee upon request of such mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such mortgagee to attend such meetings, one such request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

(h) Other Acts by Association Requiring Approval of First Mortgagees and Unit Owners. Unless the Owners of Units to which at least ninety percent (90%) of the votes in the Association are allocated, and the holders of the mortgages on Units which have at least sixty-seven percent (67%) of the votes of the Units subject to first mortgages, have given their prior written approval, the Association shall not be entitled to: (i) by act or omission, seek to abandon, encumber, sell or transfer, the Common Elements; (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Project shall not be deemed a transfer within the meaning of this clause); or (ii) use hazard insurance proceeds for losses to any condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or Common Elements of the Project, or except as otherwise provided in this Declaration.

(i) Leases. No Owner shall be permitted to lease his Unit for any purpose not otherwise expressly authorized by this Declaration. No Owner may lease less than the entire Unit. No Owner shall lease or rent his Unit for a period of less than 180 days. The Association shall require that all leases of any Unit: (i) be in writing, and (ii) provide that the lease is expressly subject in all respects to the provisions of the Declaration, Bylaws, and all rules and regulations of the Association, and that any failure by the lessee to comply with the terms and conditions of these documents shall be a default under the lease. Other than the foregoing, there shall be no restriction on the right of any Owner to lease his Unit.

(j) Notice of Damage or Destruction. Upon written request of the first lien mortgage holder, the Association shall furnish any holder of a first mortgage prompt written notice of any substantial damage or destruction of a Unit encumbered by the holder's lien.

(k) Notice of Condemnation. Upon written request of the first lien mortgage holder, the Association shall furnish prompt written notice of any condemnation and of any proposed acquisition of all or any part of the Project which materially affects the Unit encumbered by the holder's lien.

(l) Exemption from Right of First Refusal. The right of a Unit Owner to sell, transfer or otherwise convey his Unit shall not be subject to any right of first refusal or similar restriction.

(m) Right to Partition. No Unit may be partitioned or subdivided.

(n) Claims for Unpaid Assessments. Each holder of a first mortgage lien, who comes into possession of a Unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure or any purchaser at a foreclosure sale, will take the Unit free of any claim for unpaid assessments and charges against the Unit which accrue prior to the time such holder comes into possession of the Unit, except for a claim for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of assessments or charges to all project Units including the mortgaged Unit.

(o) Taxes, Assessments and Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Project as a whole.

(p) Distribution of Insurance Proceeds or Condemnation Awards. No provision contained in this Declaration shall be construed as giving a Unit Owner, or any other party, priority over any rights of first mortgagees in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or taking of Unit and/or Common Elements.

(q) Notice of Cancellation of Insurance and Fidelity Bonds. Upon written request by a mortgage holder, the Association shall furnish such mortgage holder, with timely written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(r) Association Lien. Any lien which the Association may have on any Unit for the payment of Common Expense assessments attributable to the Unit will be subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date the assessment became due.

(s) FHLMC, FNMA, VA and FHA Regulations. Notwithstanding anything in this Declaration to the contrary, Declarant or the Board may amend this Declaration to conform with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, or any similar duly constituted governmental authority, by written instrument executed by Declarant or the Board only and duly recorded in the Condominium Records of Bexar County, Texas.

30.0 Taxes

30.1 Ad valorem taxes, assessments and other charges of the City, County, State or other political entities, or any special district thereof, shall be separately assessed, and each Unit Owner shall pay, as his own personal expense, all tax assessments against his Unit. Taxes are not part of the Common Elements. However, taxes on personal property owned by the Association, as part of the Common Elements, are a Common Expense to be paid as part of an assessment.

31.0 Notices

31.1 All notices and demands intended to be served upon an Owner shall be sent by certified mail return receipt requested, addressed in the name of the Owner in care of the Unit address of the Owner. All notices and demands intended to be served upon the Managing Agent, the Board, or the Association, shall be sent by certified mail return receipt requested to 215 West Travis, San Antonio, Texas, 78205, until such address is changed by a notice of address change. All notices and notice of address change shall be in writing and shall be deemed to have been given and received three (3) days after the notice is placed in the mail addressed to Owner at Owner's address, properly stamped, certified mail return receipt requested.

32.0 Eminent Domain

(a) General Provisions. If all or any part of THE ANDALUSIA CONDOMINIUMS is taken or threatened to be taken by condemnation, eminent domain, or by any similar power, the Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceeding to all Owners and Mortgagees known to the Board. The expense of participation in such proceedings by the Board shall be borne as a Common Expense. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and any other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board, acting as trustee for all the Owners and their Mortgagees, as their interests may appear, and such damages or awards shall be applied or paid as provided in this Section 32.

(b) General Common Elements; Limited Common Elements not Subject to Exclusive Use. In the event that an action in eminent domain is brought to condemn a portion of the General Common Elements, or any Limited Common Elements that are not exclusively limited to the use of the Owner of one Unit (hereinafter in this Section (b) of Section 32 only, all references to Limited Common Elements shall be deemed to be references only to such non-exclusive Limited Common Elements) the Board shall have the sole authority to determine whether to defend any such proceeding, to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of General Common Elements or Limited Common Elements, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined and deposited with the Board, the Board shall call a meeting of the Association, at which meeting the Members, by a majority vote, shall decide whether to replace or restore as far as possible such General Common Elements or Limited Common Elements so taken or damaged. If the Members decide not to replace or restore same, such damages or awards shall be paid to each Owner, or his Mortgagee, as their interest may appear, in proportion to his Common Element Expense Percentage. If a decision is made to replace or restore as far as possible such General and/or Limited Common Elements, the damages or awards shall be applied by the Board to such replacement or reconstruction and such work shall be carried out in a manner consistent with the applicable provisions hereof, with the Board assuming the duties and responsibilities of the Trustee as herein specified. In the event such damages or awards are insufficient to properly replace or restore such General and/or Limited Common Elements, the excess costs shall be assessed against all the Owners in proportion to their Common Element Expense Percentage .

(c) Taking of Less than Two-Thirds of Units and Limited Common Elements Subject to Exclusive Use. In the event that any eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds of the total number of Units or those Limited Common Elements reserved for the exclusive use of the Owner of one Unit (hereinafter in this Section (c) of Section 32 only, all references to Limited Common Elements shall be deemed to be references only to such exclusive use Limited Common Elements), or both, then the damages and awards for such taking and the payment thereof shall be determined in accordance with the following:

(i) The Board shall determine which of the Units damaged by such taking may be made tenantable and which Limited Common Elements may be made usable for the purposes set forth in this Declaration.

(ii) The Board shall determine whether it is reasonably practical to operate the remaining Units and Limited Common Elements (including those which may be tenantable or usable) in the manner provided in this Declaration. In the event the Board determines that it is not reasonably practicable to so operate the said remaining Units and

Limited Common Elements, then the damages and awards for the taking of or damage to the Project shall be paid by the Board to each Owner, or his Mortgagee, as their interests may appear in proportion to each Owner's percentage interest in the award. Upon such distribution, and with the approval of all remaining Owners and First Mortgagees, all the Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants-in-common and the portion of the Common Element Expense Percentage are automatically reallocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocation. Thereafter as soon as reasonably possible as agent for the Owners, the Board shall sell the entire Project, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the Board. The proceeds from such sale shall be applied or paid by the Board to the accounts of all the Owners, or their Mortgagees, as their interests may appear, in proportion to each such Owner's Common Element Expense Percentage (as amended) in accordance with the provisions of this Section (e) of this Section 32. After the application or payment of such damages and awards, but prior to the sale of the Project, the Project shall be subject to the reasonable management and control of the Board, acting as agent for the Owners. The provisions of Section (d)(ii) of this Section 32, relating to partition upon the failure of the Board to consummate a sale within twenty-four (24) months after a taking, shall likewise apply to any sale conducted pursuant to this Section (c)(ii).

(iii) If the Board determines that it is reasonably practicable to operate such remaining Units and Limited Common Elements, then the damages and awards made with respect to each Unit and Limited Common Element which has determined to be capable of being made tenantable or usable shall be applied to the repair and reconstruction thereof in accordance with the procedures set forth and referenced in Section (b) of this Section 32 for the repair of General and Limited Common Elements. If the cost of such work exceeds the amount of the award, the additional funds (**"Excess Funds"**) required for those Units which are being repaired and reconstructed so as to be made tenantable and for the Limited Common Elements being made usable shall be assessed against the Owners of such Units, or the Owners having the exclusive right to use such Limited Common Elements, in amounts equal to the actual portion or the Excess Funds necessary to repair and reconstruct such Units owned by any such Owners, or the Limited Common Elements of which any such Owner has exclusive use. On acquisition of the condemned Units the Common Element Expense Percentage shall be reduced in proportion to the reduction and the size of the Unit, and the portion of the Common Element Expense Percentage divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Common Element Expense Percentage of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Common Element Expense Percentage. With respect to those Units and Limited Common Elements which may not be made tenantable or usable, the award made with respect thereto shall be paid to the Owner who owns such Unit or has the exclusive right of use of the Limited

Common Elements, or to their Mortgagee, as their interests may appear, and the remaining portion of such Units and Limited Common Elements, if any, shall become a part of the General Common Elements and the repair and use thereof shall be determined by the Board. The Common Element Expense Percentage appurtenant to each remaining Unit of the Project, upon the prior written consent of all remaining first Mortgagees or all remaining Owners (other than Developer), shall be adjusted as set forth in Section 32(c)(ii). After making such adjustment the Board will cause an amendment to the Declaration reflecting the new Common Element Expense Percentage appurtenant to each Unit to be duly recorded.

(d) <u>Taking in Excess of Two-Thirds of Units and Limited Common Elements Subject to Exclusive Use</u>.

(i) If the entire Project is taken, or two-thirds or more of the Units and Limited Common Elements subject to exclusive use are taken or damaged by such taking, all damages and awards shall be applied or paid to the accounts of the Owners, or their Mortgagees as their interests may appear, in proportion to each Owner's percentage interest in the award in accordance with the provisions of Section (e) of this Section 32. Upon such application or payment, and with the approval of all remaining Mortgagees, all the Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common and the portion of the Common Element Expense Percentage are automatically reallocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocation. Thereafter as soon as reasonably possible and as agent for the Owners, the Board shall sell the entire Project, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale on terms satisfactory to the Board. The proceeds from such sale shall be applied or paid by the Board to the accounts of all Owners, or their Mortgagees, as their interest may appear, in proportion to each such Owner's Common Elements Expense Percentage (as amended) in accordance with the provisions of Section (e) of this Section 32. After the application or payment of such damages and awards, but prior to the sale of the Project, the use of the Project shall be subject to the management and control of the Board, acting as agent for all the Owners.

(ii) If the Board fails to consummate a sale pursuant to paragraph (i) above, or pursuant to Section (c)(ii) of this Section 32, within twenty-four (24) months after the taking occurs, then the Board shall, or if they do not, any Owner or Mortgagee may, with the approval of the remaining Mortgagees, record a sworn statement in the Condominium Records and Deed Records describing the Project in setting forth such decision and reciting that under the provisions of this Declaration, the condominium form of ownership has terminated and the prohibition against judicial partition contained in the Act and in this Declaration is terminated, then that judicial partition of the Project may be obtained pursuant to the laws of the State of Texas. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall be null and void and of no further force and effect. The provisions of this paragraph can be amended only by the unanimous written consent of the Owners.

(e) Payment of Awards and Damages. Any damages or awards or sales proceeds provided in this Section to be paid to or for the account of any Owner by the Board, acting as trustee or agent for such Owner, subject to the provisions of any Mortgage affecting such Owner's Unit, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any Mortgages; thirdly, to the payment of any unpaid Maintenance Expense Charges or special assessments charged to or made against the Unit; and finally, to the Owner of such Unit.

33.0 General

33.1 If any of the provisions of this Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstance are invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word, in any other circumstances shall not be affected thereby.

33.2 The provisions of this Declaration shall be in addition and supplemental to the Uniform Condominium Act adopted by the State of Texas and to all other provisions of law. This Declaration shall be construed in accordance with the laws of the State of Texas and venue for such purposes is designated exclusively as Bexar County, Texas.

33.3 Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural, the singular, and the use of any gender or the designation "its" shall include all genders.

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

33.5 The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Regime. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

33.6 Headings are not a part of this Declaration and shall not affect the interpretation of any provision.

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

33.8 Each remedy provided for in this Declaration is separate, distinct and non-exclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

34.0 Termination or Abandonment

34.1 The consent of Owners of Units to which at least eighty (80%) percent of the votes in the Association are allocated and the approval of the first mortgagees holding first mortgages on condominium units which have at least eighty (80%) percent of the votes subject to mortgages shall be required to seek abandon or terminate (by act or omission) the Condominium Regime.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration Sept 14, 2001.

ANDALUSIA CONDOMINIUMS LP

By: BERLEE LUMBER COMPANY
Its: General Partner

By: ______________________
James Lifshutz
Its: Vice-President

THE STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF BEXAR §

On this date, James Lifshutz, personally appeared before me, the undersigned Notary Public and, after being duly sworn, stated under oath that he has read the Declaration of Unit Ownership for The Andalusia Condominiums; that every statement contained therein is true and correct, and this instrument has been executed by him in his capacity as Vice President of Berlee Lumber Company, the General Partner of Andalusia Condominiums LP, a Texas limited partnership, for and on behalf of said partnership.

Cherie Kay Lindsey
Notary Public, State of Texas

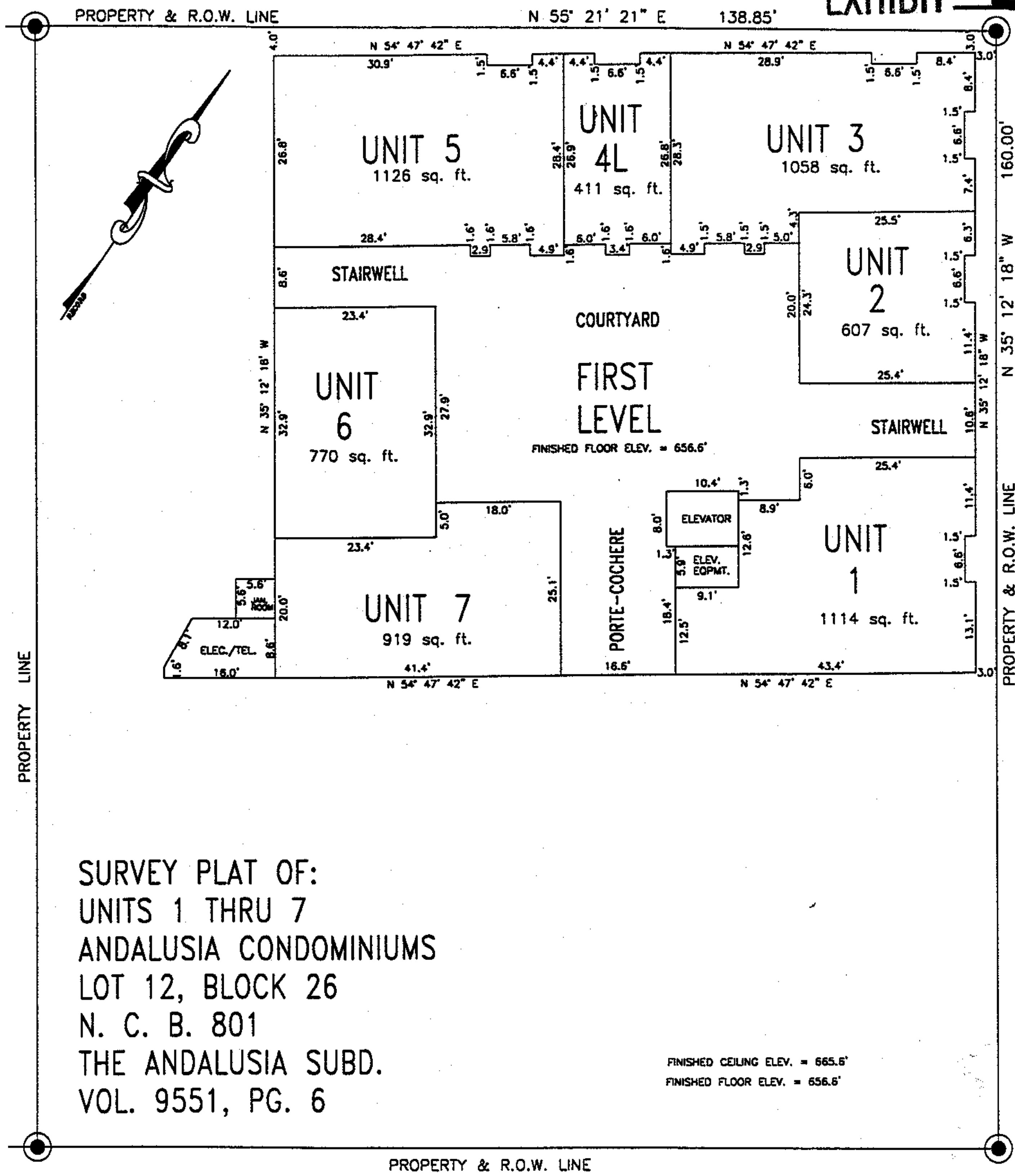
CHERIE KAY LINDSEY
Notary Public, State of Texas
My Comm. Exp. 02/18/02

VOL 9058 PG 0159

EXHIBIT "A"

Lot 12, Block 26, New City Block 801, The Andalusia Subdivision, in the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 9551, Page 6, Deed and Plat Records of Bexar County, Texas.

EXHIBIT B



SURVEY PLAT OF:
UNITS 1 THRU 7
ANDALUSIA CONDOMINIUMS
LOT 12, BLOCK 26
N. C. B. 801
THE ANDALUSIA SUBD.
VOL. 9551, PG. 6

ALLEY

VOL 9058 PG 0161

BAIN MEDINA BAIN, INC.
ENGINEERS & SURVEYORS
1026 Central Parkway South
San Antonio, Texas 78232
210/494-7223

Survey Name.DWG

SCALE: 1" = 20'

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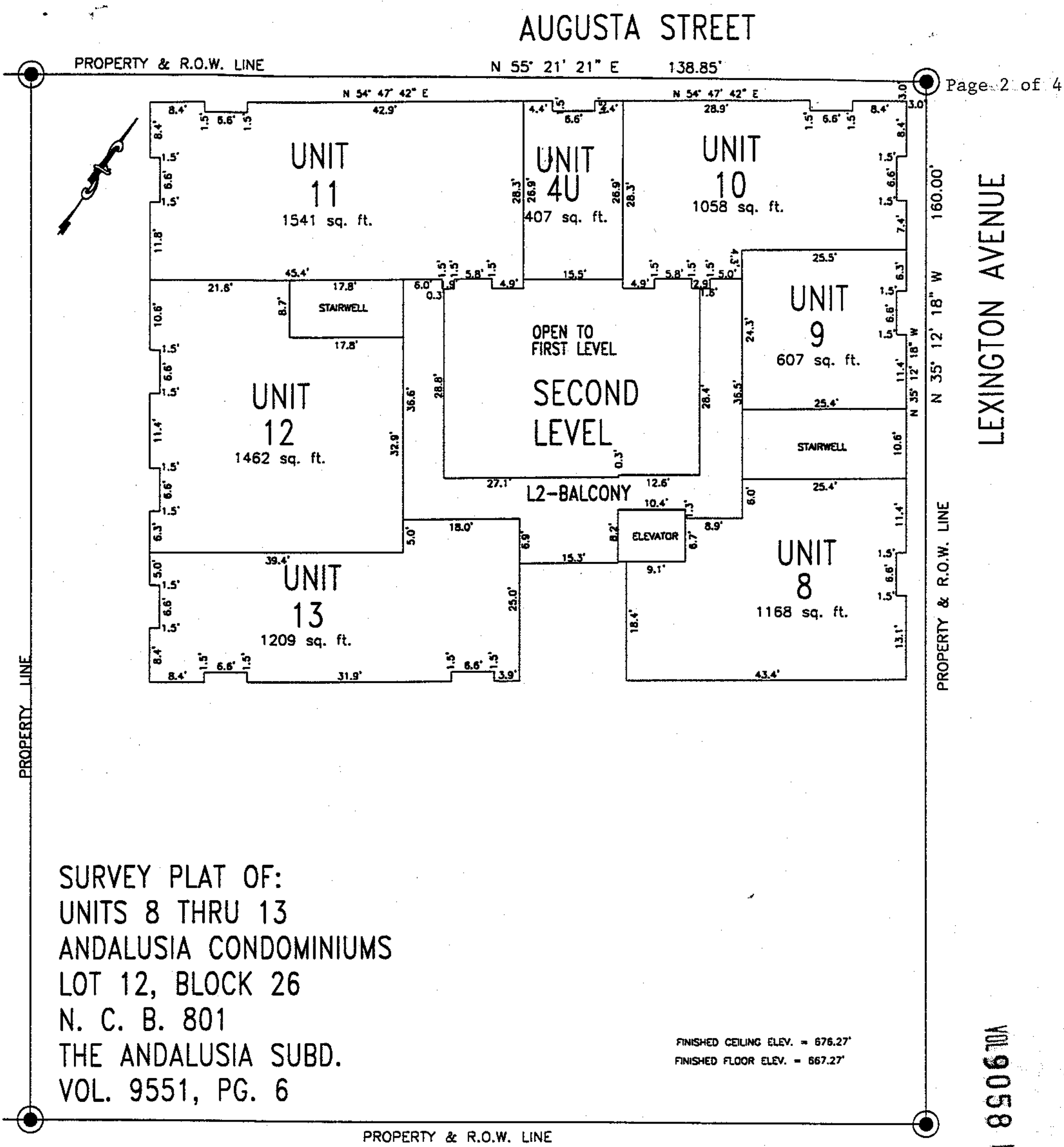

SURVEY PLAT OF:
UNITS 8 THRU 13
ANDALUSIA CONDOMINIUMS
LOT 12, BLOCK 26
N. C. B. 801
THE ANDALUSIA SUBD.
VOL. 9551, PG. 6

VOL 9058 PG 0162

BAIN MEDINA BAIN, INC.
ENGINEERS & SURVEYORS
1026 Central Parkway South
San Antonio, Texas 78232
210/494-7223

Survey Name.DWG

SCALE: 1" = 20'

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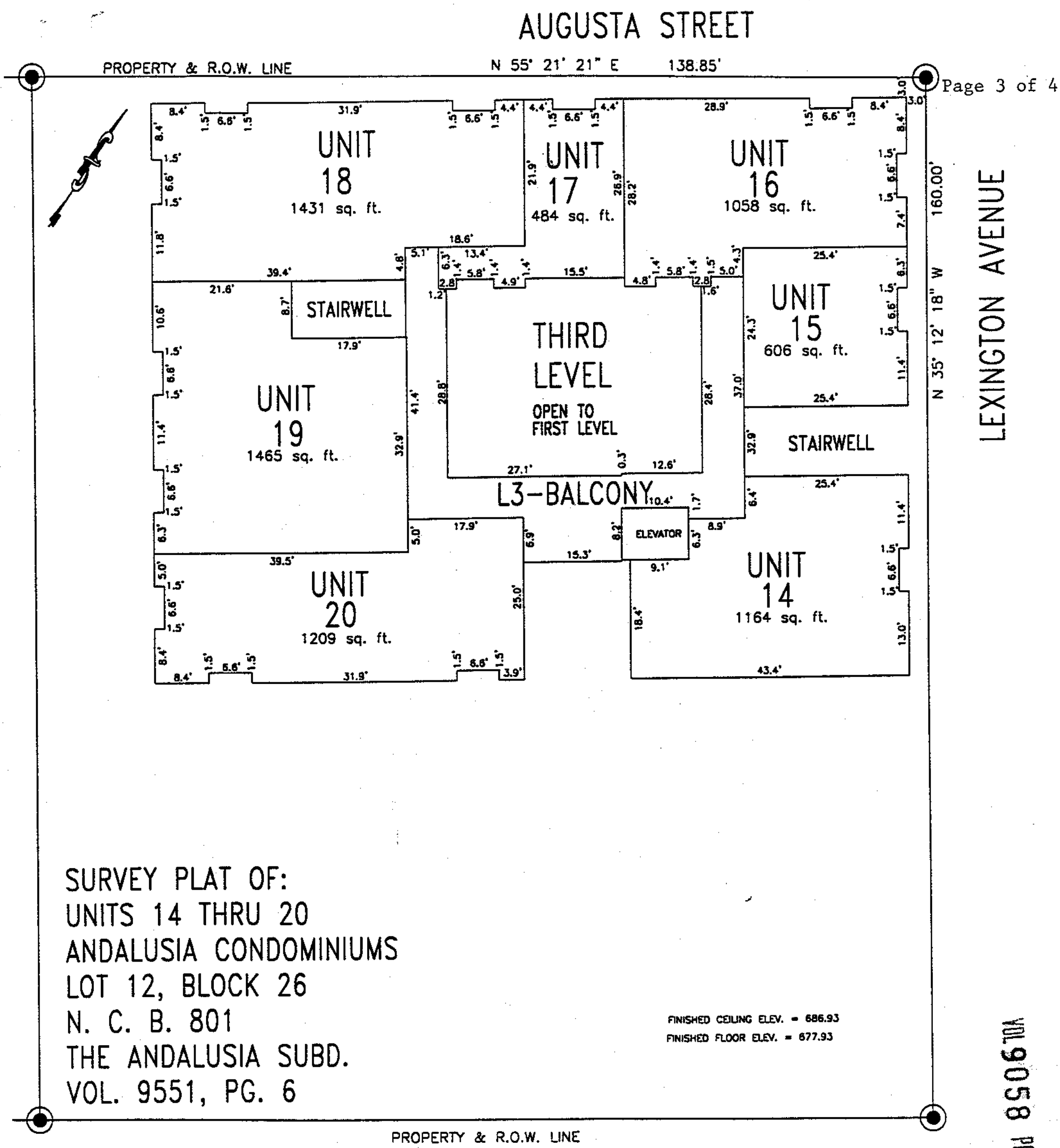


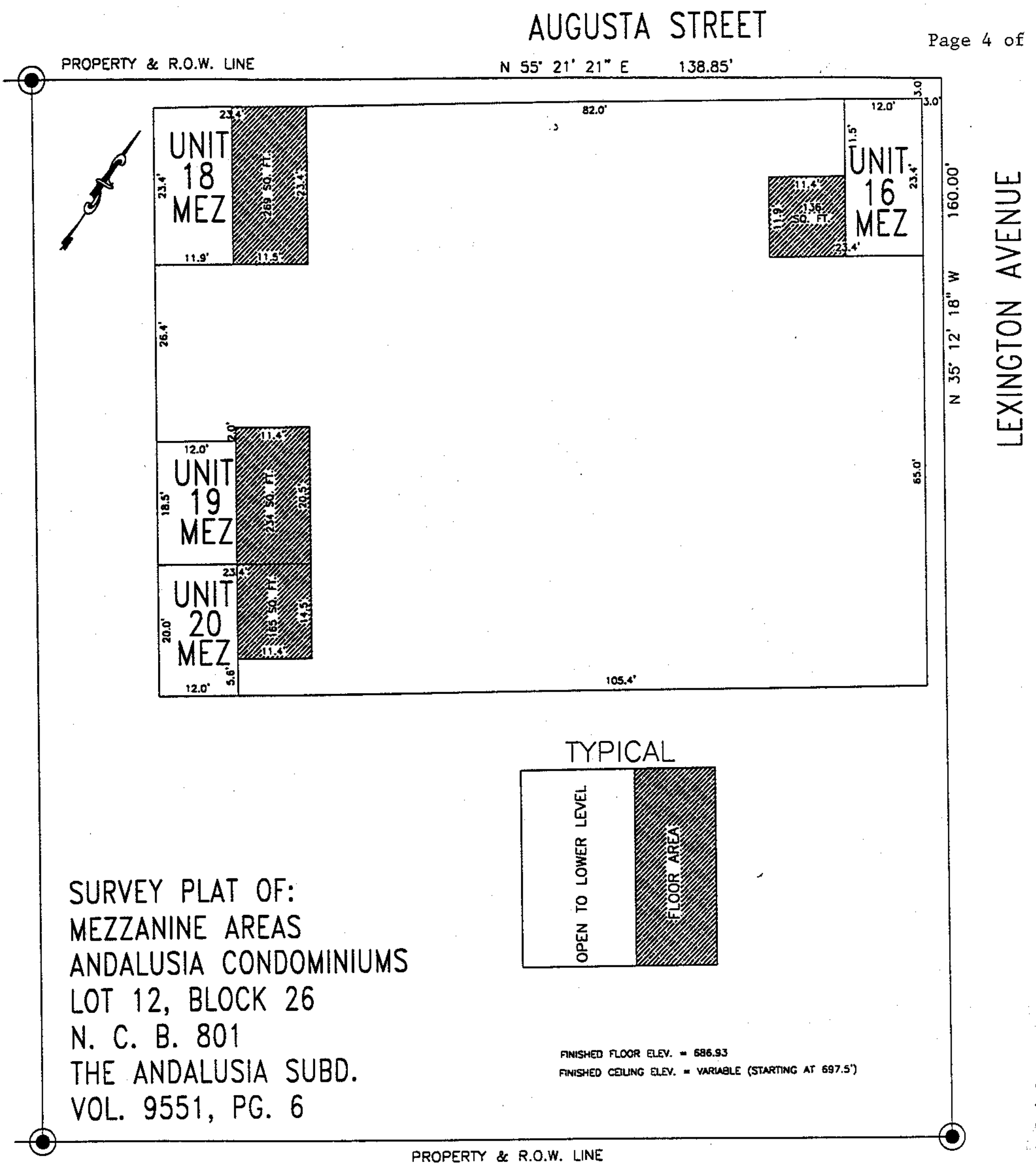
SURVEY PLAT OF:
UNITS 14 THRU 20
ANDALUSIA CONDOMINIUMS
LOT 12, BLOCK 26
N. C. B. 801
THE ANDALUSIA SUBD.
VOL. 9551, PG. 6

BAIN MEDINA BAIN, INC.
ENGINEERS & SURVEYORS
1026 Central Parkway South
San Antonio, Texas 78232
210/494-7223

Survey Name.DWG

SCALE: 1" = 20'

G:\work\c-0889 (andalusia condos)\PLAT-PLAN.dwg 08/24/2001 01:32:33 PM CDT



SURVEY PLAT OF:
MEZZANINE AREAS
ANDALUSIA CONDOMINIUMS
LOT 12, BLOCK 26
N. C. B. 801
THE ANDALUSIA SUBD.
VOL. 9551, PG. 6

VOL 9058 PG 0164

BAIN MEDINA BAIN, INC.
ENGINEERS & SURVEYORS
1026 Central Parkway South
San Antonio, Texas 78232
210/494-7223

SCALE: 1" = 20'

Survey Name.DWG

Andalusia Condominiums

EXHIBIT "C"

UNIT	COMMON ELEMENT EXPENSE PERCENTAGE
Unit 1	5.14 %
Unit 2	2.8 %
Unit 3	4.86 %
Unit 4	3.77 %
Unit 5	5.19 %
Unit 6	3.55 %
Unit 7	4.24 %
Unit 8	5.39 %
Unit 9	2.8 %
Unit 10	4.88 %
Unit 11	7.11 %
Unit 12	6.74 %
Unit 13	5.58 %
Unit 14	5.36 %
Unit 15	2.8 %
Unit 16	5.52 %
Unit 17	2.23 %
Unit 18	7.84 %
Unit 19	7.84 %
Unit 20	6.34 %
	100 %

EXHIBIT "D"

ANDALUSIA CONDOMINIUM ASSOCIATION, INC.

RULES

The following are hereby established by the Board of Directors (the "**Board**") of ANDALUSIA CONDOMINIUM ASSOCIATION, INC. (the "**Association**") respecting the ANDALUSIA CONDOMINIUMS as the rules and regulations (the "**Rules**") for the day-to-day maintenance, operation, and enjoyment of THE ANDALUSIA CONDOMINIUMS and its General and Limited Common Elements. These Rules are subject to amendment from time to time by the Board. These Rules are of equal dignity with, and shall be enforceable in the same manner as the provisions of the Declaration of Unit Ownership for THE ANDALUSIA CONDOMINIUMS recorded in the Real Property Records of Bexar County, Texas, as same may be amended, modified or restated from time to time (the "**Declaration**"), provided that in the event of a conflict, the Declaration, as hereafter amended, shall control. These Rules are effective as of the date hereof and shall continue in full force and effect until amended by the Board, shall be binding on all owners or members and their tenants (collectively hereinafter "**Owner**"), and are enforceable as provided in the Declaration. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Declaration.

Each Owner is hereby advised:

1. The greens and walkways around the building and the entrances, elevators and stairways of the building, hallways, corridors, walkway and entrances to the Units and the Common Elements, shall not be obstructed or used for any purpose other than ingress to and egress from the Units nor shall anything be altered, constructed or planted in or removed from the Common Elements without the written consent of the Board. In the event of any dispute over this matter, the decision of the Board shall be controlling.

2. Nothing shall be hung (other than seasonal holiday decorations approved by the Board) or shaken from the balconies or windows. No clothing nor other articles shall be hung in or from the balconies, windows, fences or the Limited or General Common Elements, except for such seasonal holiday displays as may be approved by the Board from time to time.

3. The Owner of each Unit shall be responsible for the actions of and shall supervise the conduct of his or her agents, tenants, invitees, visitors, guests, employees and licensees, to assure that they do not produce any noises, noxious odors or other nuisances that will disturb or annoy the occupants of any other Units or engage in any conduct or do or permit anything to be done therein which in the judgment of the Board, may be or become an unreasonable annoyance to Owners or which will interfere with the rights, comfort or convenience of other Owners or occupants.

4. No Owner shall do or act or place any object in his Unit which would create a structural or environmental hazard or endanger the structure of any adjacent Unit or its occupants.

5. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in any increase of fire insurance premiums or the cancellation of insurance or any part of the Project, or which would be in violation of any law. No waste shall be committed in the Common Elements.

6. No Owner, tenant, invitee, guest, employee, agent, visitor or licensee shall at any time or for any reason, other than authorized maintenance, enter upon or attempt to enter upon the roof of the building for any reason other than authorized maintenance.

7. Trunks, furniture, appliances, heavy baggage, and other items shall be taken in or out of the building in a manner which is calculated to be least likely to disturb other Owners or occupants' use of the Common Elements and in the event the Board shall choose to designate times for such activity, such activity shall occur only the times designated by the Board or its designated agent for the purpose.

8. All deliveries to and from any Unit shall be made in a manner which is least likely to disturb other Owners' or occupants' use of the General Common Elements and their respective Limited Common Elements. Under no circumstances will delivery vehicles be permitted to block ingress or egress to designated parking areas or driveways and in no event shall any delivery vehicle be permitted to block the egress of a vehicle parked prior to the arrival of the delivery vehicle. In the event the Board shall choose to designate times for such activity, such activity shall occur only the times designated by the Board or its designated agent for that purpose.

9. No exterior shades, awnings, reflective window film, window guards, ventilators, fans or air conditioning devices shall be installed or used in or about any Unit, Limited or General Common Element, except such as shall have been approved by the Board. The only exception shall be such exterior shades, awnings, window guards, ventilators, fans or air conditioning devices as are now existing or are required by applicable law. If the Owner shall fail to keep such approved device in good working order, repair and appearance, the Board or its agent may remove such device, charging the cost of such removal to the Owner, or repair such device and charge the cost of such repairs to the Owner. In the event the device is removed, it shall not be replaced until it has been put in proper condition and only with the further written consent of the Board.

10. No sign, notice or advertisement shall be inscribed or imposed on or projected from any window, door or other part of any Unit, vehicle or property, except as shall have been approved in writing by the Board or pursuant to the Declaration or have been installed by Developer or with Developer's approval prior to the effective date of these Rules. Non-conforming and non-permitted signs may be removed and disposed of without prior notice by any officers or directors or management agent of the Association, without liability for trespass or other tort or action in connection therewith.

11. No radio, television, or cellular antenna or satellite dish shall be attached to or hung from the exterior of any Unit or any or about the grounds without written approval of the Board.

12. All trash disposal and recyclable material containers and trash disposal and recycling material areas shall meet with specifications established from time to time by the Board or by the Developer and any garbage, trash, refuse, or other materials which are deposited in any area other than those designated for trash removal or recycling material, as applicable, may be removed and an additional charge for such service assessed against the Owner responsible for the placement of such items.

13. Each Owner shall keep his or her Unit and its associated Limited Common Elements, if any, in a good state of preservation and cleanliness.

14. Exterior lighting (including but not limited to grounds, trees, landscaping and security lights) must be pre-approved by the Board and all such approved lighting which is installed shall be maintained so as to not direct or reflect light onto adjacent Units or adjacent Limited Common Areas.

15. Alteration and repair of the exterior of all Units (other than exterior glass, door and windows) and Limited Common Elements is the responsibility of the Association. Except as required by law, no Owner shall do any painting or decorating of the exterior of any Unit or make any alterations or construct any improvements to the exterior of any Unit or any of the Limited Common Elements, without prior written approval of the Board.

16. All damage to the General Common Elements caused by the moving or carrying of any article therein (including damage to the street, curbs or gutters caused by vehicles) shall be paid for by the Owner responsible for the presence of such article.

17. Water shall not be left running for an unreasonable or unnecessary length of time. Broken or misdirected or malfunctioning sprinkler heads shall be promptly reported to the Association or its managing agent.

18. No Owner shall interfere in any manner with any portion of the plumbing, heating, air conditioning or lighting apparatus which is part of the General Common Elements.

19. No Owner shall use or permit to be brought into or stored in any Unit any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining written consent of the Board.

20. Parking spaces shall be used for parking automobiles or motorcycles only. Each Unit Owner shall be allotted not less than one (1) reserved parking space per Unit owned. An Owner shall not use, nor shall he permit his tenants, invitees, guests, employees or licensees to use assigned parking spaces, if any, of any of the other Owners. Owners' cars shall not be parked overnight on the General Common Elements. The Board and its agents shall have the right to remove such vehicles parked in violation of these rules and regulations at the expense of the respective Owner thereof, or take other appropriate mean to see that such wrongful parking is not repeated. The Board may make such other rules governing parking as the Board may determine to be necessary or desirable.

21. No vehicles shall be left in a parking space in an apparent nonoperative condition, nor shall there be other repairs or maintenance done to vehicles in a parking space, driveway or Common Element, except as necessitated by an emergency.

22. No trailers, boats, oversized recreational vehicles, campers or motorcycles (other than those exclusively for commuting on city streets) are to be permitted on or in any General Common Elements, except as may be parked or stored in areas designated by the Board, or its agent. No automobile belonging to an Owner, tenant, employee, guest or invitee of an Owner shall be parked in such manner as to impede or to prevent ready access to the parking areas or private driveways or any common area walkways. The Owners, their tenants, invitees, employees, agents, visitors and licensees shall obey the parking regulations posted in the parking areas and any other traffic regulations published in the future for the safety, comfort and convenience of the Owners.

23. No storage building or other structure of a temporary or permanent character shall be placed or allowed to remain anywhere on the General Common Elements temporarily or permanently except as may be from time to time pre-approved in writing by the Board provided however, that temporary structures may be erected for use in connection with the repairs to the building or Common Elements undertaken by the Association.

24. No pets having an individual weight greater than 50 lbs., (other than seeing eye dogs used by visually handicapped persons) may be kept in any Unit. There shall be no more than two (2) pets per Unit with a combined weight of not more than 60 lbs. There shall be no pets kept in the Common Elements.

25. No rubbish, trash or garbage or other waste material shall be kept or permitted outside any Unit or in the Common Elements, except in sanitary containers located in appropriate areas. There shall be no exterior fires whatsoever. The Common Elements shall not be used to dry or air clothing, rugs, or other fabrics. No lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Common Elements, except within an enclosed structure if appropriately screened from view, as approved in writing by the Board.

26. No Owner shall engage any employee of the Board for any private business of Owner without prior consent of the Board.

27. Each Unit Owner shall provide reasonable access to its Unit to the Board and its agent but such Board and agents may not retain a passkey except to the General Common Elements. In the event entry is refused upon reasonable request by the Board or its agent and no passkey is available, the Board or its agent may exercise the right of entry set forth in the section of Declaration dealing with right of entry in the event of a Unit Owner's default.

28. Each Owner shall comply with all security related procedures established by the Board from time to time. The presence of security devices does not and shall not increase the duty of the Board or the Declarant to guard against or prevent criminal acts of third parties and no duty to guard against or prevent the same is assumed by Declarant or the Board.

29. Complaints regarding the service of the General Common Elements or regarding actions of other Owners shall be made in writing to the Board.

30. These rules may be added to, amended, or repealed at any time by the Board. Any consent or approval given under these Community Rules by the Board or its agent shall be revocable at any time.

ANDALUSIA CONDOMINIUM ASSOCIATION, INC.

By: Ian Heritch

Printed Name: Ian Heritch

Its: Secretary

Date: September 14, 2001

Received Sep-05-01 11:33am From- To-RICHIE & GUERINGER P Page 03

EXHIBIT "E"

BYLAWS

OF

ANDALUSIA CONDOMINIUM ASSOCIATION, INC.

The name of the organization shall be ANDALUSIA CONDOMINIUM ASSOCIATION, INC. (the "**Association**").

ARTICLE I - OBJECT
(Plan of Ownership)

1.1 The purpose for which this non-profit corporation is formed is to govern the condominium property situated in Bexar County, State of Texas, which property is described on **Exhibit "A"**, attached hereto and by this reference is made a part hereof (the "**Project**"). The Project has been submitted to the provisions of the Texas Uniform Condominium Act within the Texas Property Code, (the "**Condominium Act**").

1.2 All present or future owners, tenants, future tenants, or any other person that might use the facilities of the Project in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the condominium units (the "**Unit(s)**") within the Project, or the mere act of occupancy of any Unit, will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE II
MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

2.1 Membership. Any person upon becoming an owner of a Unit shall automatically be a member of the Association and shall be subject to these Bylaws. Membership in the Association shall terminate without any formal Association action whenever a person ceases to own a Unit. Termination of Unit ownership will not relieve or release any former owner from any liability or obligation incurred under or in any way connected with THE ANDALUSIA CONDOMINIUMS during the period of such ownership and membership in the Association, or impair any rights or remedies which the Board of this Association or other member may have against a former owner and member arising out of or in any way connected with his ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board may, if it so elects, issue one membership card to the owner(s) of a Unit. Any membership card issued to an owner shall be surrendered either to the Secretary, if available, or if not available, then to the person in charge of the Management Office of the Association whenever ownership of the Unit designated therein shall terminate.

2.2 Voting. Voting shall be based upon Unit ownership. The owners of each Unit shall be entitled to one vote per Unit. Cumulative voting is prohibited. Each Unit must be voted in its entirety. Split voting is prohibited.

2.3 Majority of Unit Owners. As used in these Bylaws the term "majority of unit owners" shall mean owners of eleven (11) Units.

2.4 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a majority of unit owners shall constitute a quorum. Except as otherwise provided in the Declaration of Unit Ownership for THE ANDALUSIA CONDOMINIUMS (the "**Declaration**") filed in the Condominium Records of Bexar County, Texas, or these Bylaws, when a quorum of owners is present at any meeting, a majority vote of the owners present, either in person or by proxy, shall be sufficient to either defeat or approve any proposed action.

2.5 Proxies. Votes may be cast in person or by written proxy duly executed by a Unit owner. Proxies may be filed with the Secretary before the appointed time of each meeting. A Unit owner may not revoke a proxy given except by giving actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or if it purports to be revocable without notice. A proxy terminates one (1) year after its date unless it specifies a shorter or longer time.

ARTICLE III
ADMINISTRATION

3.1 Association Responsibilities. The owners of Units will constitute the Association of Unit owners, who will have the responsibility of administering the Project through a Board.

3.2 Place of Meetings. Meetings of the Association shall be held at 215 West Travis, San Antonio, Texas 78205 (the "**Management Office**"), or at such other place as may be designated from time to time by the Board within the City of San Antonio.

3.3 Annual Meetings. The first annual meeting of the Association shall be held within one (1) month after the expiration of the Declarant Control Period as set forth in the Declaration Section 14.4. Thereafter, the annual meetings of the Association shall be held on the first Tuesday of December of each succeeding year. At such meetings, there shall be elected by ballot of the owners a Board in accordance with the requirements of Section 4.5 of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

3.4 Special Meetings. Special meetings of the Association may be called by the President, a majority of the Directors, or a majority of the owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of 2/3 of the owners present, either in person or by proxy.

3.5 Notice of Meeting. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record at the Unit address, at least 5 but not more than 20 days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served.

3.6 Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting from time to time, until a quorum is obtained, without notice other than the announcement at the meeting.

3.7 Order of Business. The order of business at all meetings of the owners of Units shall be as follows:

(a) Roll call and certifying proxies.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading of minutes of preceding meeting.

(d) Reports of officers.

(e) Reports of committees.

(f) Election of directors

(g) Old business.

(h) New business.

3.8 Fiscal Year. The Fiscal Year of the Association shall end on December 31 of each year.

ARTICLE IV
BOARD

4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors (**"Board"**) composed of no less than 3 and no more than 5 persons (**"Director(s)"**). To qualify for service on the Board, to the extent a director is a Unit owner, or an authorized officer of a Unit owner, within THE ANDALUSIA CONDOMINIUMS at the time of his election, the represented Unit owner must be current in the payment of all assessments due the Association. It is not necessary to be a Unit owner to serve on the Board. The president of the Association, as elected pursuant to Section 5.2, shall be considered the presiding officer of the Board and shall not vote as a member of the Board unless his vote is necessary to break a tie vote.

4.2 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class condominium project. The Board may do all such acts and things as are authorized by these Bylaws or by the Declaration directed to be exercised by the owners.

4.3 Other Powers and Duties. The Board shall be empowered and shall have the following duties:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations and all other provisions set forth in the Declaration submitting the property to the provisions of the Condominium Act.

(b) To establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the Project with the right to amend the rules and regulations from time to time. A copy of the Association rules and regulations shall be delivered or mailed to each owner promptly upon the adoption thereof.

(c) To keep in good order, condition and repair all of the General Common Elements (defined in the Declaration) and Limited Common Elements (defined in the Declaration) and all items of personal property used in enjoyment of the Project.

(d) To insure and keep insured all of the insurable General Common Elements and such other insurance as required to comply with §82.111 of the Condominium Act or as determined appropriate by the Board, and in amounts of coverage determined by the Board in the exercise of its discretion.

(e) To establish a bank account and/or savings account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board.

(f) To fix, determine, levy and collect the prorated assessments to be paid by each Unit owner towards the gross expenses of the Project and by majority vote of the Board to adjust, decrease or increase the amount of the assessments. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses or because of emergencies. All assessments shall be in itemized statement form and shall set forth detail of the various expenses for which the assessments are being made.

(g) To collect delinquent assessments and/or other charges authorized and approved as appropriate by either the Unit owners or the Board, by suit or otherwise, and to enjoin or seek damages from an owner as is provided in the Declaration and these Bylaws.

(h) To impose interest and late charges for late payments of assessments, return check charges and, if notice and an opportunity to be heard are given, to impose reasonable fines for violations of the Declaration, Bylaws and Rules of the Association.

(i) To protect and defend the Project from loss and damage by suit or otherwise.

(j) Institute, defend, intervene in, settle or compromise litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Unit owners on matters affecting the Project.

(k) To borrow funds in order to pay for any expenditure or outlay pursuant to the authority granted by the provisions of the Declaration and these Bylaws, and to execute all instruments evidencing such indebtedness as the Board may deem necessary. Indebtedness of the Association shall be the several obligation of all of the Unit owners in the same proportion as their Common Element Expense Percentage (defined in the Declaration).

(l) To enter into contracts and incur liabilities relating to the operation of the Project, within the scope of their duties and powers.

(m) To cause additional improvements to be made as a part of the Common Elements.

(n) To grant easements, leases, licenses, and concessions through or over the Common Elements.

(o) To keep and maintain full and accurate books and records showing all of the receipts, expenses and disbursements, and to permit examination of the Association books and records at any reasonable time by each of the owners, and to cause an audit review of the books and accounts by a competent certified public accountant as necessary due to suspected malfeasance or as requested by a majority of Unit owners.

(p) To prepare and deliver annually to each owner a statement showing all receipts, expenses or disbursements since the last such statement.

(q) To meet at least once each quarter.

(r) To designate the personnel necessary for the maintenance and operation of the General Common Elements and the Limited Common Elements.

(s) To impose reasonable charges for preparing, recording or copying Declaration amendments, resale certificates or statements of unpaid assessments.

(t) To enter a Unit for bonafide emergency purposes when conditions present an eminent risk of harm or damage to the Common Elements, another Unit or the occupants.

(u) To suspend the voting privileges of an owner delinquent for more than 30 days in the payment of assessments.

(v) In general, to carry on the administration of this Association and to do all of those things, necessary and reasonable, in order to carry out the communal aspect of condominium ownership.

(w) To file with the Bexar County Clerk Management Certificates as are required by §82.116 of the Condominium Act.

(x) To keep and maintain the records of the Association as required by §82.114 of the Condominium Act.

4.4 Managing Agent. The Board may employ for the Association a managing agent ("**Managing Agent**"), at a level of compensation to be established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.3.

4.5 Election and Term of Office. Except as otherwise provided by the Declaration, during the Declarant Control Period, by duly authorized action of the members of the Association, the initial term of each Board member has been fixed at 1 year. Thereafter, each member of the Board shall serve a term not exceeding 1 year increments. The number of terms of service on the Board are not restricted. The members of the Board shall be elected at each annual meeting of the Association membership.

4.6 Vacancies. Except as otherwise provided by the Declaration, during the Declarant Control Period, vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. Except as otherwise provided by the Declaration, during the Declarant Control Period, at any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting. The absence of a Director at three consecutive Board meetings shall be grounds for removal of the Director for cause by the Board at a regular or special meeting duly called for that purpose. Any Director whose removal has been proposed by the Board for non-attendance at Board meetings, pursuant to this section, shall be given an opportunity to be heard at the Board meeting called to consider his removal.

4.8 Organization Meeting. The first meeting of a newly elected Board (or the Board appointed by Declarant pursuant to the terms of the Declaration) shall be held within 10 days of election/appointment at the location designated in Section 3.2 and no notice shall be necessary to the newly elected Directors in order legally to constitute the meeting, provided that a majority of the Board is present.

4.9 Regular Meeting. Regular meetings of the Board may be held at the time and place determined, from time to time, by a majority of the Directors, but at least four (4) meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally, by mail, or by telephone at least 3 days prior to the date designated for the meeting.

4.10 Special Meetings. Special meetings of the Board may be called by the President on three (3) days advance notice to each Director, given personally, by mail or by telephone, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least 2 Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of the meeting and his waiver shall be deemed equivalent to the giving of proper notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

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

4.13 Compensation. No member of the Board shall receive any compensation for service as a Director.

4.14 Imposition of Fines. Before the Board may charge the Unit owner for property damage for which the Unit owner is liable or levy a fine for violation of the Declaration, Bylaws or Rules, the Association shall give to the Unit owner a written notice that: (a) describes the violation or property damage and states the amount of the proposed fine or damage charge; (b) states that not later than the 30th day after the date of the notice, the Unit owner may request a hearing before the Board to contest the fine or damage charge; and (c) allows the Unit owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Unit owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

4.15 Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. Such fidelity bonds shall name the Association as an obligee and shall be written in an amount equal to at least the estimated maximum of funds, including reserve funds, in the custody of the Association or the Managing Agent as the case may be, at any given time during the term of each bond. The premiums on such bond shall be paid by the Association. However, in no event may the aggregate amount of such bond be less than a sum equal to three (3) months aggregate assessment on all Units plus reserve funds.

ARTICLE V
OFFICERS

5.1 Designation. The officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by the Board. One individual may serve as both the Secretary and Treasurer of the Association.

5.2 Election of Officers. Except as otherwise provided by the Declaration, during the Declarant Control Period, the officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

5.3 Removal of Officers. On an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for that purpose.

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

5.5 Secretary. The secretary shall keep all the minutes of all meetings of the Board and the minutes of all the meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. The membership roll will also show opposite each member's name the number or other appropriate designation of the Unit owned by each member and the parking space assigned for use in connection with each Unit. The membership roll shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

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

ARTICLE VI
INDEMNIFICATION OF OFFICERS AND DIRECTORS

6.1 Indemnity. The Association shall indemnify every Director and officer, their heirs, executors and administrators, against all loss, costs and expenses, including legal counsel fees reasonably incurred in connection with any action, suit or proceeding to which a Director or officer may be made a party by reason of being or having been a Director or officer of the Association, except as to matters which the Director or officer shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with the matters covered by the settlement, as to which the Association is advised by its legal counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as a Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which any Director or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses (defined in the Declaration) subject to payment or reimbursement by assessment; provided, however that nothing in this section shall be deemed to obligate the Association to indemnify any owner of a Unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as an owner of a Unit covered thereby.

ARTICLE VII
OBLIGATIONS OF OWNERS

7.1 Assessments. All owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common Expenses. The assessments shall be made pro-rata according to a Common Element Expense Percentage and shall be due in advance monthly or at such other times designated by the Board. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these Bylaws, if and only if the Unit owner has fully paid all assessments made or levied against the Unit represented at the meeting.

7.2 Maintenance and Repair.

(a) Every owner must perform promptly at his own expense all needed maintenance and repair work within his own Unit and to those Limited Common Elements as provided by the Declaration, which if omitted would affect the Project in its entirety or in part belonging to other owners.

(b) All repairs of internal installations of a Unit such as utility pipes and lines, telephone, cable connections, central air and heat, doors, windows, glass electrical lines and fixtures and all other accessories, equipment and fixtures belonging to the Unit areas shall be at the owner's expense. All repairs to outside doors and windowframes caused by rain or storm shall be shared on an equal basis by an owner and the Association; provided, however, that the Association, through its Board, must first approve such cost based upon written estimates submitted by the owner.

(c) Subject to Section 14.4, an owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any General Common Element or Limited Common Element, such as sprinklers, fencing, landscaping, and fixtures, damaged by his negligence or by the negligence of his tenants, agents, or invitees.

7.3 Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other Units and the appurtenant Common Elements for labor, materials, services or other products incorporated in the owner's Unit. In the event suit for foreclosure is commenced, then within 10 days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to double the amount of the laborer's claim plus interest at the rate of 18% for one year together with a sum equal to 10% of the amount of the claim or Three Hundred Dollars ($300.00) whichever is more. Except as is otherwise provided, the sum delivered to the Association by an owner shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of the funds or proceeds shall be made to insure payment of or on account of the final judgment or settlement. Any deficiency, including attorney's fees, shall be paid forthwith by the owner after application of any amounts remaining in the amount deposited by the owner with the Association. The owner's failure to promptly pay any deficiency shall entitle the Association at is sole election to make the payment, and the amount thereof shall be a debt of the owner and a lien against his Unit which may be foreclosed as is provided in Section 24.0 of the Declaration. The owner shall be liable to the Association for payment of interest at the rate of 18% on all sums paid by the Association on behalf of the owner until the date of repayment in full by the owner.

7.4 General.

(a) Each owner shall comply strictly with the provisions of the Declaration, the Articles of Incorporation and these Bylaws, and all amendments and supplements thereto.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Project was established.

7.5 Use of Units - Internal Changes.

(a) All Units shall be utilized for single family residential use only.

(b) An owner shall not make structural modifications or alterations to his Unit or installations including but not limited to erecting and/or demolishing, relocating or altering any walls, interior or exterior columns, beams and any other interior elements, whether or not structural or load bearing, without prior written approval from the Board. Except as hereafter provided, the Association shall be allowed not less than thirty (30) days between notice of the proposed modification or alterations requested and the Board meeting at which the request is to be considered. The Association may, prior to considering any structural modification or alteration, also require plans, drawings or other specified documentation of that proposed by the Unit owner. If any proposed structural modification or alteration is to the external portion of any Unit, no approval shall be given until all interested owners have been advised and have had an opportunity to appear and be heard with regard to any proposed exterior modification or alteration at a special meeting of the Board called for that purpose. A special Board meeting shall be held not sooner than 7 days after the Association's receipt of notice of proposed exterior alteration with appropriate accompanying documents as may be required by the Board.

7.6 Use of General Common Elements and Limited Common Elements. Each owner may use the General Common Elements, and the Limited Common Elements appurtenant to his Unit in accordance with the purpose for which they were intended, so long as the lawful rights of the other owners are not hindered or encroached.

7.7 Right of Entry.

(a) An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board in case of any emergency originating in or threatening a Unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or other representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that request for entry is made in advance and that the entry is at a time reasonably convenient to the owner. In case of an emergency, the right of entry shall be immediate.

7.8 Destruction of Obsolescence. Each owner shall upon request by the Association execute a power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owner's Unit upon its destruction or obsolescence as is provided in Section 27.0 of the Declaration.

ARTICLE VIII
AMENDMENTS TO PLAN OF UNIT OWNERSHIP

8.1 Bylaws. These Bylaws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by a majority of unit owners as defined in Section 2.3 hereof.

ARTICLE IX
MORTGAGES

9.1 Notice of Association. An owner who mortgages his Unit shall notify the Association through the Managing Agent, if any, or the President, giving the name and address of his mortgagee. The Association shall maintain such information on a book entitled "Mortgagees of Units."

9.2 Notice of Unpaid Assessments. The Association shall at the request of a mortgagee or title insurance company, report any unpaid assessments due from the owner of a Unit.

ARTICLE X
COMPLIANCE

10.1 Conformity with Texas Uniform Condominium Act. These Bylaws are set forth to comply with the requirements of the Condominium Act. If any of these Bylaws conflict with any mandatory provisions of the Condominium act, it is hereby agreed and accepted that the provisions of the Condominium Act will govern resolution of the issue in conflict.

ARTICLE XI
NON-PROFIT ASSOCIATION

11.1 Non-Profit Qualification. This Association is not organized for profit. No member, Director or person from whom the Association may receive any property or funds or shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation of the Association, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any Director; provided, always: (a) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in effecting one or more the purposes of the Association as may be authorized by the Association, and (b) that any Director may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XII
PRINCIPAL OFFICE

12.1 Official Association Office. The principal office for the transaction of business of the Association shall be 215 West Travis, San Antonio, Texas, 78205, or such other office as the Board may designate from time to time.

ARTICLE XIII
EXECUTION OF DOCUMENTS

13.1 Authority. The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyance or encumbrances, including promissory notes and amendments to the Declaration, shall be the President, Secretary or any other person authorized by the Board.

ARTICLE XIV
ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS

14.1 The violation of any rule or regulation promulgated by the Board, or the breach of any Bylaw or the breach of any provision of the Declaration shall give the Board or the Managing Agent, the right, in addition to any other rights set forth therein: (a) to enter the Unit in which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board or its Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out same, using such reasonable force as may be necessary in so doing, without being liable to prosecution or in damages thereof (provided, such summary proceeds shall not be used to abate or remove items of construction), and (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

CERTIFICATION

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

Ian Heritch, being duly sworn, upon oath deposes and warrants that he is the Secretary of ANDALUSIA CONDOMINIUM ASSOCIATION, INC., a Texas non-profit corporation; that as Secretary, he is the custodian of the records of the Association; that the foregoing is a true copy of the Bylaws of the Association duly adopted by not less than 75% of the aggregate interest of the undivided ownership of Units at a special meeting of the membership of the Association held September 14, 2001; which Bylaws are duly adopted and the same have not been rescinded, altered, or amended and are now in full force and effect; that the adoption of the Bylaws of the Association were made and adopted in accordance with the Condominium Act and Declaration; that the membership of the Association has and, at the time of the adoption of the Bylaws, had authority to adopt the same.

IN WITNESS WHEREOF, I have subscribed by signature hereto September 14, 2001.

ANDALUSIA CONDOMINIUM ASSOCIATION, INC.

By: ______________________
Secretary

SUBSCRIBED AND SWORN TO before me on September 14, 2001.

By: Cherie Kay Lindsey
Notary Public, State of Texas

CHERIE KAY LINDSEY
Notary Public, State of Texas
My Comm. Exp. 02/18/02

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

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Official Records of
BEXAR COUNTY
GERRY RICKHOFF
COUNTY CLERK
Fees $107.00

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

SEP 18 2001

COUNTY CLERK BEXAR COUNTY, TEXAS

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