

7.00

FIRST SUPPLEMENTAL AND/OR AMENDED DECLARATION TO  
185727 CHARTWELL (A CONDOMINIUM)

THIS FIRST SUPPLEMENTAL AND/OR AMENDED DECLARATION TO CHARTWELL (A CONDOMINIUM) is made and executed by Rocklin Management, Inc., a Texas Corporation and Western Securities (USA) Limited, a Colorado Corporation registered to do business in Texas, acting by and through their duly authorized officers and pursuant to Resolution of its Board of Directors of even date herewith, ("Declarant"), in accordance with the provisions of the Texas Condominium Act, Article 1301a, Revised Civil Statutes of Texas, and at the request of the Federal National Mortgage Association and by its rights granted under Article 22 of the Declaration, supplements, modifies, and is to be read in conjunction with the complete Condominium Declaration affecting the property described in the Declaration and exhibits thereto, recorded in Volume 5, page 774, of the Condominium Records of Bexar County, Texas.

I. Article 9.2 of said Declaration which presently reads:

"9.2 The management and maintenance of the Property and the administration of the affairs of the Association shall be conducted by a Board of Directors ("Board") consisting of three (3) natural persons who must be apartment owners. The Board shall be elected as provided in the Bylaws. The rights, duties and functions given to, or imposed upon the Association and its Board of Directors may be exercised by Declarant, its agents, officers and employees, until 120 days after title to that number of apartments which represent eighty (80%) percent of the votes of all apartment owners is transferred by Declarant at which time control of the Association shall become vested in the purchasers of the apartments. Declarant may, at its sole option, turn over such rights, duties and functions to the Association at an earlier date. This period may hereafter in the declaration and the Bylaws be called the "development period."

is modified and supplemented and from henceforth shall read as follows:

9.2\* The management and maintenance of the Property and the administration of the affairs of the Association shall be conducted by a Board of Directors ("Board") consisting of three (3) natural persons who must be apartment owners. The Board shall be elected as provided in the Bylaws. The rights, duties and functions given to, or imposed upon the Association and its Board of Directors may be exercised by Declarant, its agents, officers and employees, until either: (a.) 120 days after title to that number of apartments which represents eighty (80%) percent of the votes of all apartment owners is transferred by Declarant; or (b.) February 28, 1982, whichever date occurs first, at which time control of the Association shall become vested in the purchasers of the apartments. Declarant may, at its sole option, turn over such rights, duties and functions to the Association at an earlier date. This period may hereafter in the Declaration and the Bylaws be called the "development period."

II. Article 9.3.2 of said Declaration which presently reads:

"9.3.2 To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation therefor. Provided, in the event the Board shall determine the management of the Property should be conducted by professional management, any agreement relating to such management shall be for a contract term not to exceed one (1) year and shall be terminable by the Association, with or without cause and without payment of a termination fee on thirty (30) days written notice. Additionally, should the Board at any time retain professional management for the Property, the Board shall not terminate professional management and assume self management of the Property without the prior written consent of all record holders of mortgages on all apartments. Notification given and lack of response within fifteen (15) working days shall constitute waiver."

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is modified and supplemented and from henceforth shall read as follows:

9.3.2\* To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation therefor. Provided, in the event the Board shall determine the management of the Property should be conducted by professional management, any agreement relating to such management shall be for a contract term not to exceed one (1) year and shall be terminable by the Association, with or without cause and without payment of a termination fee on thirty (30) days written notice. Additionally, should the Board at any time retain professional management for the Property, the Board shall not terminate professional management and assume self management of the Property without the prior written consent of all record holders of mortgages on all apartments.

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III. Article 9.3.14 of said Declaration which presently reads:

"9.3.14 To do all other acts necessary for the operation and maintenance of the Property, including the maintenance and repair of any apartment if the same is necessary to protect or preserve the appearance and value of the Property and the owner of such apartment has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered to such owner by the Board. The Board shall levy a special assessment against the apartment of such owner for the cost of such maintenance and repair."

is modified and supplemented and from henceforth shall read as follows:

9.3.14\* To do all other acts necessary for the operation and maintenance of the Property, including the maintenance and repair of any apartment if the same is necessary to protect or preserve the appearance and value of the Property and the owner of such apartment has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered to such owner by the Board. The Board shall levy a special assessment against the apartment of such owner for the cost of such maintenance or repair. The Board shall have the absolute right to enter upon the Property if, in the Board's sole judgment, an emergency exists.

IV. Effective Date

This instrument shall take effect when recorded.

IN WITNESS WHEREOF, the undersigned has executed this instrument this  
4th day of June, 1980.

ROCKLIN MANAGEMENT, INC.

BY

Joel Levitz, Attorney and Agent in  
Texas for the Chartwell Condominiums

STATE OF TEXAS

COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Joel Levitz, Attorney and Agent in Texas for the Chartwell Condominiums, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said ROCKLIN MANAGEMENT, INC.

Given under my hand and seal of office this 4th day of June, 1980.

Notary Public in and for Bexar County,  
Texas

WESTERN SECURITIES (USA) LIMITED

BY JOEL LEVITZ Attorney and Agent in  
Texas

STATE OF TEXAS

COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Joel Levitz, Attorney and Agent in Texas for WESTERN SECURITIES (USA) LIMITED, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said WESTERN SECURITIES (USA) LIMITED.

Given under my hand and seal of office this 4th day of June, 1980.

Margaret E. Carter  
Notary Public in and for Bexar County,  
Texas

STATE OF TEXAS

COUNTY OF BEXAR

CONSENT OF MORTGAGEE TO  
DECLARATION OF CONDOMINIUM AND  
FIRST SUPPLEMENTAL AND/OR AMENDED  
DECLARATION TO CHARTWELL (A CONDOMINIUM)

Medina Savings Association, being the owner and holder of an existing mortgage lien upon and against the land and property described as the Property in the Declaration of Condominium for Chartwell (a Condominium) does hereby consent to the First Supplemental and/or Amended Declaration to the Chartwell (A Condominium).

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned.

Signed and attested by the undersigned officer of said Medina Savings Association this 27th day of June, 1980.

MEDINA SAVINGS ASSOCIATION

BY C. Jack Schleuning  
C. Jack Schleuning, Sr. Vice President

STATE OF TEXAS

COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared C. Jack Schleuning, Senior Vice President of MEDINA SAVINGS ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said MEDINA SAVINGS ASSOCIATION.

Given under my hand and seal of office this 27th day of June, 1980.

Mary J. Binner  
Notary Public in and for Bexar County,  
Texas

Return to: MATHEWS, Nowlin  
1500 Alamo Natl Bank Bldg.  
SA. Texas 78205

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FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.

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STATE OF TEXAS  
COUNTY OF BEXAR

I hereby certify that this instrument was FILED on the  
date and at the time stamped herein by me and was duly  
RECORDED in the Volume and Page of the  
RECORDS of Bexar County, Texas, as indicated herein by me.

Condo.

JUN 30 1980



*Robert D. Green*  
COUNTY CLERK  
BEXAR COUNTY, TEXAS