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DECLARATION

CHARTWELL (A CONDOMINIUM)

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THIS DECLARATION (hereinafter called "declaration") 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, hereinafter referred to as the "Act", and constitutes the complete Condominium Declaration affecting the property herein described.

ARTICLE 1
RECITALS

1.1 The "Property" is located on Powhatan Drive in the City of San Antonio, Bexar County, Texas, hereinafter more particularly described.

1.2 Declarant, by recording this declaration, submits the property to the provisions of the Act.

1.3 The covenants, conditions and restrictions contained in this declaration and in the appendices hereto shall be enforceable equitable servitudes and shall run with the land.

1.4 Attached hereto as Exhibits "A" and "B" and made a part hereof are such plats of the Property ("plats"), as are required by the Act.

1.5 The administration of the Property shall be governed by this declaration and the bylaws of the San Antonio Chartwell Home Owners Association which are embodied in a separate instrument, a true copy of which shall be recorded in the Condominium Records of Bexar County, Texas contemporaneously with the recordation hereof.

1.6 All terms used in this declaration and the Bylaws shall have the same definition as the terms defined in the Act, unless the Act allows for a variation of the terms and such variation is stated herein.

1.7 The property shall be known as Chartwell Condominiums.

1.8 Declarants are the sole owners of the property.

1.9 The period during which the rights, duties and functions of the Association are exercised by Declarants, their agents, officers and employees, may hereafter in this declaration and the Bylaws be referred to as the "development period."

ARTICLE 2
DESCRIPTION OF THE LAND

The land on which the buildings and improvements are located ("land"), is described as follows:

BEING all of Lot 6, SAVE AND EXCEPT the North 201.20 feet of the West 160 feet, Block 24, New City Block 13559, Colonies North Subdivision, Market Place, Unit 2, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to map or plat recorded in Volume 5502, Page 217, Bexar County, Deed and Plat Records, and being more particularly described as follows:

BEGINNING at an iron pin set on the Southwest line of Powhatan Drive for the East corner of Lot 4 and also the North corner of Lot 6, Block 24, New City Block 23559, Colonies North Subdivision, Market Place, Unit 2, said point of beginning being also the North corner of the tract herein described;

THENCE S 42° 44' 15" E 322.20' along the Southwest line of Powhatan Drive to an iron pin set for the East corner of the aforementioned Lot 6 and also the East corner of the tract herein described;

THENCE S 47° 15' 45" W 215.25' along the Southeast line of said Lot 6 to an angle point in same;

THENCE S 41° 25' 49" W 170.62' continuing with said Southeast line of Lot 6 and also the Southeast line of this tract to an iron pin set on the Northeast line of IH 10 (U.S. 87 North) for the South corner of Lot 6 and also the South corner of the tract herein described;

THENCE N 42° 44' 15" W 218.34' along said Northeast line of IH 10 to a point for the most westerly corner of the tract herein described;

THENCE N 47° 15' 45" E 160.00' to a point for an interior corner of this tract;

THENCE N 42° 44' 15" W 121.20' to an iron pin set for the South corner of the aforementioned Lot 4 for a West corner of this tract;

THENCE N 47° 15' 45" E 225.00' along the South line of said Lot 4 to the point of beginning and containing 2.436 acres of land, more or less; together with perpetual 30-foot ingress and egress easement lying over a 20-foot drainage easement and a 10-foot sanitary sewer easement, out of Lot 7, Block 24, New City Block 13559, Colonies North Subdivision, Market Place, Unit 2, according to map or plat recorded in Volume 5502, Page 217, Bexar County Deed and Plat Records, and being more particularly described as follows:

BEGINNING at an iron pin set on the Southwest line of Powhatan Drive for the North corner of the aforementioned 10' sanitary sewer easement at the North corner of said Lot 7 and also the East corner of Lot 6 and North corner of the Easement herein described.

THENCE S 42° 44' 15" E along the Southwest line of Powhatan Drive at 10.00' pass the East corner of the hereinbefore mentioned sanitary sewer easement and continuing for a total distance of 30.00' to the East corner of the aforementioned 20' drainage easement for the East corner of the easement herein described;

THENCE S 47° 15' 45" W 213.73' along the Southeast line of said drainage easement to a point for an angle in same;

THENCE S 41° 25' 49" W 47.10' to a point on a curve having a radius of 12.00';

THENCE in a Northwest-Southwest direction 19.36' along said curve with the line of a curb to its point of tangency;

THENCE S 38° 58' 43" W 47.03' along the line of said curb to a point for an angle in same;

THENCE S 41° 25' 49" W 37.35' continuing with the line of said curb to a point for an angle;

THENCE S 41° 25' 49" W 27.00' leaving said curb line to a point on the common line between IH 10 (U.S. 87 North) and the aforementioned Lot 7;

THENCE N 42° 44' 15" W along said common line, at 6.03' pass the common corner between the aforementioned 10' sanitary sewer easement and the 20' drainage easement and continuing for a total distance of 16.08' to an iron pin set for the South corner of the aforementioned Lot 6 and also the West corner of Lot 7, the West corner of the 10' sanitary sewer easement and West corner of the Easement herein described;

THENCE N 41° 25' 49" E 170.62' along the Northwest line of said 10' sanitary sewer easement and Southeast line of Lot 6 to a point for an angle in same;

THENCE N 47° 15' 45" E 215.25' continuing with said Southeast line of Lot 6 to the point of beginning and containing 0.232 acres (10105 s.f.) of land.

ARTICLE 3 DESCRIPTION OF THE BUILDINGS

3.1 The buildings ("the Buildings") located on the land are described as follows:

- i. Buildings A through J as shown on the plat are of frame/brick veneer construction on concrete slab foundations and contain residential apartments. Laundry rooms, sauna, utility spaces and carports, all are shown on the plat.

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ARTICLE 4
DESCRIPTION OF APARTMENTS

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4.1 Each apartment has immediate access to the common elements. Exhibit "C", attached hereto, is a table setting forth the building and number of each apartment, a general description of the apartment, the approximate square footage in the apartment and the percentage of undivided interest in the common elements appertaining to said apartment. The apartments are more particularly described in the plats attached hereto as Exhibit "B". In interpreting the plats or deed or any other instrument affecting a building or apartment, the boundaries of the building or apartment as it is constructed or reconstructed, shall be conclusively presumed to be the actual boundaries rather than the description expressed in the plats notwithstanding minor variations between the boundaries shown on the plats and those of the buildings or apartment as located and erected.

4.2 The boundary lines of each apartment are the undecorated and/or unfinished interior surfaces of its perimeter or bearing walls, windows and doors; its lowermost floor and uppermost ceiling. Each apartment shall include both the portions of the building in which it is located that are not common elements within such boundary lines and the space so encompassed, excepting common elements. The drywall and/or paneling forming the walls and the ceilings and the floor coverings shall be part of each apartment. Without limitation, an apartment also includes any finishing material applied or affixed to the interior surfaces of the interior walls, floors, and ceilings; non-supporting interior walls; and all utility pipes, lines, systems, fixtures, or appliances found within the boundary lines of the apartment and servicing only that apartment; and all doors, windows and screens.

4.3 All air conditioning and heating equipment, including compressors and other related apparatuses which may be located on the common elements, intended for the exclusive use of the apartment, are included as a part of its associated apartment.

ARTICLE 5
DESCRIPTION OF COMMON ELEMENTS

The common elements shall mean and include every area, structure and facility which is not a part of an apartment including, but not limited to, the land on which the buildings are located, the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes and parking space canopies; the grounds, gardens, and the storage spaces; installations of all central services, including power, light, gas, hot and cold water, heating and air conditioning equipment servicing facilities comprising the common elements of more than one single apartment, and garbage collection; the tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatuses and installations existing for common use and not for the exclusive use of a single apartment; any driveways; all fences; utility pipes, lines, or systems servicing more than a single apartment; all ducts, flues, chutes, wires, conduits and other accessories and utility installations to the outlets used therewith; the swimming pool and sauna; the laundry rooms, all limited common elements as hereinafter described; and all other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as common elements in the plat and all repairs and replacements of any of the foregoing.

ARTICLE 6
DESCRIPTION OF LIMITED COMMON ELEMENTS

Limited common elements shall mean and include those portions of the common elements reserved for the use of certain apartments to the exclusion of other apartments. The limited common elements shall be the patios and balconies that are immediately adjacent and contiguous to certain apartments; the covered parking spaces, at least one of which shall be assigned to each apartment by the Declarant; and the storage spaces identified with individual apartments or buildings on the plats; the exclusive use and occupancy of designated limited common elements is reserved to the apartment or apartments to which such limited common element is appurtenant; and each apartment owner is hereby granted an irrevocable exclusive license to use and occupy said limited common elements, and shall have the responsibility to maintain such limited common elements as hereinafter provided.

ARTICLE 7
OWNERSHIP

7.1 The percentage of undivided interest in the common elements appertaining to each apartment unit and its owner for all purposes, including voting, is set forth in Exhibit "C".

7.2 An owner shall have the exclusive ownership of his apartment and the use of the limited common elements appurtenant thereto, subject to the provisions of this declaration and the Bylaws, and shall have a common right to share and use the common elements of the Property with the other apartment owners.

ARTICLE 8
PURPOSE OF THE PROPERTY

8.1. The purpose of the Property is to provide residential housing ("apartments"), parking and recreational facilities for apartment owners, their respective families, tenants and guests.

8.2 The apartments and common elements shall be occupied and used as follows:

8.2.1 A residential apartment owner shall not permit his apartment to be occupied or used other than as a private residence for a single family, without the express approval of the Association acting solely through the Board.

8.2.2 Each parking space shall be used solely to park an operable motor vehicle, motorcycle or other wheeled conveyance. No boat, motor home, trailer or inoperable vehicle shall be stored in any parking space without the express written consent of the Association acting solely through the Board. No other storage shall be allowed in any parking space.

8.2.3 An apartment owner shall not obstruct or store anything within the common elements provided, however, each storage space designated on the plats may be used for the storage of materials and belongings of its associated apartment owner at the sole risk of such apartment owner.

8.2.4 An apartment owner shall not permit anything to be done or kept in his apartment or in the limited common elements appurtenant to his apartment that would result in an increase in the cost of insurance on the Property, or that would result in the cancellation of insurance with respect to all or any part of the Property, or that would be in violation of any governmental law, ordinance or regulation.

8.2.5 No apartment owner shall permit any signs, pictures, banners, posters or other objects of any kind to be displayed to the public view from his apartment or from the limited common elements appurtenant to his apartment without the prior written approval of the Association acting solely through the Board.

8.2.6 Subject to reasonable rules and regulations as may be adopted by the Board, an apartment owner shall not permit any animals of any kind to be raised, bred or kept in his apartment or in the limited common elements appurtenant to his apartment, other than the following: dog, cat, or other common household pet.

8.2.7 An apartment owner shall not permit any obnoxious or offensive activity or nuisance to be carried on in his apartment or in the limited common elements appurtenant to his apartment.

8.2.8 An apartment owner shall not alter, construct in, or remove anything from the common elements. However, each apartment owner shall have an easement over and into the interior surfaces of the common elements abutting his apartment for the purpose of decoration, provided that this easement shall not be construed so as to allow the apartment owner to impair or alter the structural integrity of any portion of the Property or to change the boundaries of the apartment or to interfere with the rights of any other apartment owner in the common elements.

8.2.9 An apartment owner shall not violate any of the rules and regulations for the use of apartments, common elements or limited common elements adopted by the Board of Directors and furnished in writing to the apartment owners.

8.2.10 No apartment owner, with the exception of a lender in possession of an apartment following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, shall be permitted to lease his apartment for transient or hotel purposes and in no event may less than an entire apartment be leased.

8.2.11 No apartment owner shall install screen doors or storm doors on his apartment or, in any manner, change or modify the exterior appearance of that apartment without the prior written approval of the Association acting solely through the Board.

ARTICLE 9
HOME OWNERS ASSOCIATION: BOARD OF DIRECTORS

9.1 The persons or entities, including the Declarant, who are, at the time of reference, the apartment owners shall constitute the Home Owners Association ("Association") which shall be incorporated as San Antonio Chartwell Home Owners Association, a Texas non-profit corporation. The name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suits shall be brought and defended by the Board of Directors or officers thereof on behalf of, or as agent for the apartment owners in the manner specified by the Act, this declaration and/or the Bylaws, is: "San Antonio Chartwell Home Owners Association".

The Association shall not include those having an interest in an apartment or apartments merely as security for the performance of an obligation.

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."

9.3 The Association, acting through the Board, shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Act, this declaration and the Bylaws, including but not limited to the following:

9.3.1 To make and enforce all house rules and administrative rules and regulations covering the operation and maintenance of the Property.

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.

9.3.3 To operate, maintain and repair the common elements including landscaping and the exterior surfaces of the apartments; provided, however, that furnaces,

air conditioning equipment, plumbing, fixtures, household appliances and other interior mechanical equipment, used in and for one individual apartment, and the interior surfaces of each apartment shall be maintained and repaired by the respective owners thereof and at the sole cost and expense of the particular owner.

9.3.4 To determine and pay the common expenses including water, sewer, garbage, gas, electricity and other necessary utility services for the common elements and apartments. Electricity furnished to individual apartments shall be separately metered and invoiced by the Association. The payment of all electrical charges shall be enforced in the same manner as regular common assessments and the provisions of Article 19 hereof are specifically made applicable thereto.

9.3.5 To assess and collect the proportionate share of common expenses from the apartment owners.

9.3.6 To enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

9.3.7 To open bank accounts on behalf of the Association and to designate the signatures thereof.

9.3.8 To purchase, hold, sell, convey, mortgage or lease any one or more apartments in the name of the Association or its designee.

9.3.9 To bring, prosecute and settle litigation for itself, the Association and the Property, provided that it shall make no settlement which results in a liability against the Board, the Association or the Property in excess of \$3,000 without prior approval by majority vote of the Association.

9.3.10 To obtain insurance for the Association with respect to the common elements as provided herein at Article 11, as well as worker's compensation insurance to the extent required or authorized by law.

9.3.11 To repair or restore the Property following damage or destruction or a permanent taking by the power of, or power in the nature of, eminent domain or by an action or deed in lieu of condemnation not resulting in the removal of the Property from the provisions of the Act.

9.3.12 To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the apartment owners, items of personal property necessary to or convenient to the management of the business and affairs of the Association and the Board in the operation of the Property, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies and equipment.

9.3.13 To keep adequate books and records of the affairs and dealings of the Board relating to the management of the Property.

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.

9.4 The Board may delegate to a manager or managing company all of the foregoing powers, duties and responsibilities referred to in paragraph 9.3, above, except (i) the final determination of common expenses, budgets and assessments based thereon; (ii) the promulgation of house rules and administrative rules and regulations; (iii) the power to enter into any single contract or transaction involving the expenditure of more than \$5,000 in any one fiscal year; (iv) the opening of bank accounts; (v) the power to purchase, hold, sell, convey, mortgage or lease any apartments in the name of the Association or (vi) the authority to bring, prosecute and settle litigation.

9.5 Members of the Board, the officers and any assistant officers, agents and employees of the Association (i) shall not be liable to the apartment owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an apartment owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any apartment owner or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such and (iv) shall have no personal liability arising out of the use, misuse or condition of the Property, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

9.6 The apartment owners shall indemnify and hold harmless any person, his heirs and personal representatives, from and against all personal liability and all expenses, including attorneys' fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more apartment owners, or any other persons or entities, to which he shall be, or shall be threatened to be, made a party by reason of the fact that he is or was a member of the Board or an officer or assistant officer, agent or employee of the Association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided that, in the case of any settlement, the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement, vote of apartment owners or the Board or otherwise. The indemnification by the apartment owners as contained herein shall be paid by the Association on behalf of the apartment owners and shall constitute a common expense and shall be assessed and collectible as such. At the option of the Board, a policy or policies of insurance may be secured, as a common expense, insuring the members of the Board and officers, assistant officers, agents and employees of the Association against all liability contemplated by this paragraph 9.6.

ARTICLE 10 MAINTENANCE, ALTERATION AND IMPROVEMENT

10.1 The maintenance, replacement and repair of the common elements shall be the continuing responsibility of the Association and the cost thereof shall be a common expense. The Association shall also maintain, replace and repair, among other things, all balconies, patios, and parking spaces except for normal cleaning as noted under paragraph 10.2, and all conduits, ducts, plumbing and wiring and other facilities for the furnishing gas, light, power, water and sewer service contained in the portions of the apartments that service part or parts of the property other than the apartment in which they are contained. All incidental damages caused to an apartment by the maintenance, replacement and repair of the common elements or utility services shall be repaired promptly as a common expense.

10.2 Each apartment owner shall have the responsibility to maintain, repair, replace and keep in a clean and sanitary condition, at the apartment owner's expense, all portions of his apartment, except those portions to be maintained, repaired and replaced by the Board. Each apartment owner shall keep clean and in a sanitary condition the limited common elements, including but not limited to, the storage spaces, balconies, patios and parking spaces appurtenant to his apartment.

ARTICLE 11 INSURANCE

11.1 The Association, acting solely through the Board, shall obtain and continue in effect insurance coverage of the common elements in an amount equal to their maximum insurable replacement value, which amount shall be reviewed at least annually by the Board. Such insurance shall afford protection against loss or damage by fire and such other risks of a similar or dissimilar nature as are, or shall hereafter customarily be covered with respect to other properties similar in construction, design and use to the Property, including flood insurance if applicable. Such insurance policies and all certificates thereof shall have the following provisions or endorsements to the extent available in the State of Texas:

11.1.1 That exclusive authority to adjust losses shall be vested in the Board as insurance trustee;

11.1.2 That the insurance coverage shall not be brought into contribution with insurance purchased by individual apartment owners or their respective mortgagees;

11.1.3 That all policies of property insurance shall provide that, despite any provisions giving the carrier the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, in its capacity as insurance trustee. Additionally, all such property insurance shall contain an Agreed Amount Endorsement or Inflation Guard Endorsement, if available, as well as any other endorsement, amount, or element of coverage which may, from time to time, be required by regulations of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

11.1.4 That the insurer waives its right of subrogation as to any claims against the Association and each apartment owner, their respective agents, employees and tenants;

11.1.5 That the insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any one or more individual apartment owners or their respective tenants, employees, agents, contractors and guests nor shall the insurance coverage be prejudiced by any failure of the Association to comply with any warranty or comply with any warranty or condition regarding any portion of the property over which the Association has no control;

11.1.6 That the insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any officer or employee of the Association or Board or their employees, agents or contractors, without prior demand in writing that the Board cause the defect to be cured. If such defect is not cured within thirty (30) days after receipt of said demand by the Board the policy may then be cancelled, invalidated or suspended, at the option of the insurer and as provided by the policy provided, however, the insurance carrier shall notify each mortgagee named on the Association's roster of mortgagees at least thirty (30) days in advance of any reduction in or cancellation of the policy.

11.1.7 That all policies of property insurance shall provide that, despite any provision giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercised without the approval of the Association as insurance trustee.

11.1.8 That all policies of such insurance shall provide for a separate loss payable endorsement in favor of the mortgagees of each apartment, if any, as its interest may appear, provided however, the proceeds of such policy or policies shall not be applied in a manner inconsistent with the provisions of Article 12 hereof.

11.2 The Association, acting solely through the Board, shall obtain a policy or policies of insurance insuring the Board, the Association, the apartment owners and their respective tenants, servants, agents or guests against any liability to the public or to the owners of apartments, members of the households of apartment owners and their respective invitees or tenants arising out of and incident to the ownership and/or use of the property, including all personal liability exposure of the apartment owners incident to the ownership and/or use of the property including, but not limited to, protection against water damage liability, liability for non-owned and hired automobile and liability for property of others and all such other risks as are customarily covered in similar projects. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) for any one person injured in any one occurrence, and shall not be less than One Million Dollars (\$1,000,000) for property damage in each occurrence. The limits in coverage of said liability policy or policies shall be reviewed at least annually by the Board and increased or decreased at its discretion, provided that such limits shall not fall below the minimums specified in this paragraph. Said policy or policies shall be issued on a comprehensive liability basis and shall contain a severability endorsement which shall preclude the insurer from denying the claim of an apartment owner because of the negligent acts of the Association or other owners. In addition to, and notwithstanding, the foregoing provisions, such policies of liability insurance shall contain any other endorsement, amount, or element of coverage which may, from

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time to time, be required by regulations of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

11.3 No apartment owner shall be entitled to exercise his right to maintain separate insurance coverage on the common elements in such a way as to decrease the amount that the Association, on behalf of all of the apartment owners, may realize under any insurance policy that the Association may have in force covering the common elements, or any part thereof, at any time.

11.4 Each apartment owner may obtain insurance covering the contents of his apartment at his own expense.

11.5 Each hazard insurance policy must be written by a hazard insurance carrier licensed or authorized to transact business within the State of Texas and which has a financial rating meeting the standards promulgated by the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

11.6 The Association, acting solely through the Board, shall secure and keep in force fidelity insurance coverage against any dishonest act on the part of directors, managers, trustees, employees and/or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the obligee or insured and shall be written in an amount sufficient to provide protection which in no event shall be less than that one and one-half times the Association's estimated annual operating expenses and reserves.

ARTICLE 12 DESTRUCTION OR DAMAGE

12.1 In the event of any damage to, or destruction of, any part of the common elements as a result of fire or other casualty or otherwise, and subject to the provisions of paragraph 12.2 below, the Association, acting solely through the Board, is authorized to, and shall, arrange for the prompt repair and reconstruction of such damage or destroyed common elements; and the Association, as insurance trustee, shall receive and disburse the proceeds of all insurance policies to the contractors engaged in such repair and reconstruction. Any cost of such repair and reconstruction in excess of the insurance proceeds, shall constitute a common expense and all apartment owners shall be assessed for such deficit as a part of the common expenses. If any apartment owner shall fail to pay such assessment within thirty (30) days after the date fixed by the Association for the payment thereof, the Association shall make up the deficiency by payment from the maintenance fund; provided that such apartment owner and his apartment shall remain liable for such special assessment.

By acceptance of the deed to his apartment, each apartment owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction.

12.2 If two-thirds (2/3) or more of the units are destroyed or damaged by fire or other casualty, as determined by the Association, according to the most recent appraisal of the Property conducted prior to the casualty and unless otherwise unanimously agreed by the apartment owners at a special meeting to be held not later than 100 days after such casualty, the insurance proceeds shall be delivered to the apartment owners or their mortgagees, as their interests may appear, in proportion to the percentage interest of each apartment owner in the common elements as set forth herein; and the Board shall, as soon as reasonably possible, record with the Clerk of Bexar County a notice setting forth such facts, and upon the recording of such notice (i) the Property shall be deemed to be owned in common by the apartment owners as tenants in common, each apartment owner owning an undivided interest in the Property equal to his percentage ownership in the common elements as set forth in Exhibit "C"; (ii) any liens affecting any of the apartments shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the apartment owner in the Property and (iii) the Property shall be subject to an action for partition at the suit of any apartment owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund and shall be divided among all apartment owners in a percentage equal to the percentage of undivided

interest owned by each apartment owner in the Property, after first paying out of the respective shares of each apartment owner, to the extent sufficient for such purpose, all sums necessary to satisfy liens on the undivided interest in the Property owned by such apartment owner.

12.3 For purposes of this Section 12, the terms "disaster", "destruction" or "substantial damage" shall also mean and include a temporary or permanent taking, injury or destruction of all or part of the common elements or one or more apartments or portions thereof by the exercise of the power of, or power in the nature of, eminent domain or by an action or deed in lieu of condemnation. Reconstruction of the building or apartment shall mean the restoring of the building or apartment to substantially the same condition in which it existed prior to the damage or destruction, with each apartment and the common elements having the same vertical and horizontal boundaries as before, unless the destruction or damage is by reason of eminent domain, in which event the provisions of Article 14 hereof shall apply.

12.4 In the event of substantial damage to the common elements or to any apartment (s) or the taking or threat of taking of any apartment(s) or any part of the common elements by eminent domain, the institutional holder of any first mortgage on a unit shall be given timely written notice thereof.

ARTICLE 13 TERMINATION

13.1 In the event that such fraction or percentage of buildings are destroyed or substantially damaged so as to bring into effect the provisions of paragraph 12.2 above and the apartment owners do not unanimously vote to act otherwise as provided therein, the Property shall be removed from the provisions of the Act without further agreement one hundred and one (101) days after such destruction or damage.

13.2 All of the apartment owners, by their unanimous action, may remove the Property from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the apartments consent and agree by instruments duly recorded that their liens be transferred to the percentage of the undivided interest of the apartment owners in the Property.

13.3 After removal of the Property from the Act, the apartment owners shall own the Property as tenants in common and the respective mortgagees and lienors shall have mortgages and liens upon the respective undivided interests of the apartment owners. Such undivided interests of the apartment owners shall be the same as the percentage of undivided interest in the common elements appurtenant to the apartment owners' apartments prior to removal from the Act.

13.4 This Section 13 cannot be amended without consent of all apartment owners and the prior written consent of all record owners of mortgages on apartments. The Association shall not, by act or omission, seek to abandon or terminate the condominium regime except as expressly provided by this Article 13.

ARTICLE 14 EMINENT DOMAIN

14.1 Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the common elements or one or more apartments or portions thereof by the exercise of the power of, or power in the nature of, eminent domain or by an action or deed in lieu of condemnation, the Association, each apartment owner, and each institutional first mortgagee shall be entitled to timely written notice thereof and the Association, acting solely through the Board, shall, and the apartment owners and mortgagees at their option and respective expenses may, participate in the proceedings incident thereto.

14.2 With respect to common elements, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each apartment owner's interest therein. After such determination, each apartment owner shall be entitled to a share of the damages in the same proportion as his percentage of undivided interest of the common elements. This provision does not prohibit the Board, pursuant to authorization by a majority of the Association, from restoring the common elements so taken on the remaining land, or on other acquired land, provided that this declaration and plat are fully amended.

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14.3 With respect to one or more apartments or portions thereof, the damages or awards shall be deposited with the Board as trustee even though such damages or awards may be payable to one or more apartment owners. In the event an apartment owner refuses to so deposit his award with the Board, then at the option of the Board, either a special assessment shall be made against the defaulting apartment owner and his apartment in the amount of this award or the amount of such award shall be set off against the sums hereafter made payable to such apartment owner.

14.4 In the event the Property is removed from the provisions of the act pursuant to Articles 12 and 13 above, the proceeds of the damages or awards shall be distributed or used in accordance with, and the owners of the affected apartments and their mortgagees shall have the rights provided in, paragraph 12.2, above.

14.5 If one or more apartments are taken, in whole or in part, and the Property is not removed from the provisions of the Act, the taking shall have the following effect:

14.5.1 If the taking reduces the size of an apartment and the remaining portion of the apartment may be made tenantable, the apartment shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the affected apartment owner. The balance of the award, if any, shall be distributed to the apartment owner and the percentage of ownership interest of each apartment owner shall be recomputed against the total remaining. This shall be done by recomputing the percentage of undivided interest of all apartment owners in the common elements, taking into account the reduction in floor area occasioned by the taking.

14.5.2 If the taking destroys or so reduces the size of an apartment that it cannot be made tenantable, the award shall be distributed to the apartment owner. The remaining portion of such apartment, if any, shall become a part of the common elements and shall be placed in condition for use by all apartment owners in the manner approved by the Board. The percentages of undivided interests in the common elements appurtenant to the apartments that continue as part of the Property shall be equitably adjusted to distribute the ownership of the common elements among the reduced number of apartment owners, taking into account the removal of the portion of the Property from the Condominium Regime.

14.6 Changes in apartments, in the common elements and in the ownership of the common elements that are affected by the taking referred to in this Article 14 shall be evidenced by an amendment to this declaration and plat, which need not be approved by the apartment owners.

14.7 No provision of this Article 14 shall entitle an apartment owner or other party to priority over the holder of any mortgage on an apartment with respect to the distribution to such apartment of the proceeds of any such award or settlement.

ARTICLE 15
MORTGAGEE PROTECTION

15.1 The term "mortgagee" as used herein shall mean any recorded mortgage having priority over other mortgages and shall include a recorded deed of trust. The term "mortgagee" shall mean the owner and the holder of a mortgage and shall include a beneficiary under a deed of trust. The term "institutional mortgagee" shall include any bank, savings and loan association, mortgage company, developer or any other enterprise engaged in the business of lending funds for the acquisition of real property.

15.2 The Association shall maintain a roster of apartment owners from the evidence of change of ownership furnished to the Association which roster shall include the mailing addresses of all apartment owners. The Association will also maintain a roster containing the name and address of each mortgagee of an apartment if the Association is provided notice of such mortgage by way of a certified copy of the recorded instrument evidencing the mortgage and containing the name and address of the mortgagee. The mortgagee shall be stricken from the roster upon request by such mortgagee or upon receipt by the Association of a certified copy of a recorded release or satisfaction of the mortgage. Notice of such removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

15.3 The Association shall give to any mortgagee on the roster written notification of any default by the mortgagor of the respective apartment in the performance of such mortgagor's obligations under the declaration or Bylaws which is not cured within thirty (30) days after notice thereof is given to such mortgagor.

15.4 A mortgagee of any apartment who comes into possession of the apartment pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or by way of deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take such apartment free of any claims for unpaid assessments or charges against the mortgaged apartment which accrued prior to the time such person comes into the possession of the apartment except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessment or charges to all apartments, including the mortgaged apartment.

15.5 Any liens upon any apartment created under the Act or pursuant to this declaration or the Bylaws shall be subject and subordinate to and shall not affect the rights of any mortgagee under a mortgage on such apartment made in good faith and for value, provided however, that any lien created hereunder after a foreclosure or sale shall have the same effect and be enforced in the same manner as provided in the Act, and declaration and/or the Bylaws.

15.6 Any holder of a first mortgage on any apartment shall, upon written request, be entitled to: (a) inspect, during normal business hours, all books and records relating to the management of the property; (b) an annual audited financial statement of the Association within 90 days following the end of any fiscal year; and (c) written notice of all meetings of the Association and such mortgagee shall be permitted to designate a representative to attend all such meetings.

15.7 No amendment to this paragraph shall affect the rights a mortgagee who has recorded a valid mortgage prior to the recordation of any such amendment.

ARTICLE 16 ENCROACHMENTS

16.1 None of the rights and obligations of any apartment owner created by this declaration, Bylaws or by a deed conveying an apartment shall be affected in any way by an encroachment (i) by any portion of the common elements upon any apartment; (ii) by any apartment upon any portion of the common elements or (iii) by any apartment upon another apartment due to settling or shifting of any building including, the rebuilding of a building after fire or other casualty or an eminent domain taking or delivery of a deed in lieu of condemnation, unless there occurs an encroachment that results from the willful or negligent act or omission of the owner of the encroaching apartment, or of the owners of the apartments to which the use of encroaching limited common elements are appurtenant, or of the Association in the event of an encroachment by any portion of the common elements other than the limited common elements.

16.2 There are hereby created valid easements for the maintenance of any encroachments permitted by this Article 16 of this declaration so long as such encroachments exist.

ARTICLE 17 CONVEYANCES, EASEMENTS

17.1 Every deed, lease, mortgage or other instrument shall describe an apartment by its identity number as set forth in Exhibit "C" and in the plat. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber or otherwise affect the apartment owner's corresponding percentage of undivided ownership in the common elements as set forth in Exhibit "C" even though the same is not exactly mentioned or described.

17.2 Every deed, lease, mortgage or other similar instrument shall be deemed to:

17.2.1 Except and reserve with respect to an apartment (i) any portion of the common elements lying within said apartment; (ii) easements through said apartment appurtenant to the common elements and all other apartments for support and repair of the common elements and all other apartments; and (iii) easements appurtenant to the common elements for encroachments upon the air space of said apartment by those portions of the common elements located within said apartment.

17.2.2 Include with respect to an apartment nonexclusive easements for ingress and egress and support of said apartment through the common elements, for the repair of said apartment through all other apartments and through the common elements and for the use of the parking, storage, balcony and patio spaces as indicated in Exhibit "C" and the plat.

17.2.3 Except and reserve with respect to the undivided percentage interest in the common elements nonexclusive easements appurtenant to all apartments for ingress, egress, support and repair and exclusive easements appurtenant to each apartment for the use of the storage, parking, balcony and patio spaces as set forth in the plats.

17.2.4 Include with respect to the undivided percentage interest in the common elements nonexclusive easements through each apartment for support and repair of the common elements and nonexclusive easements for encroachments upon the air space of all the apartments by and for the portions of the common elements lying within the apartments.

17.3 All lease agreements shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this declaration and the Bylaws of the Association and any failure of the lessee to comply with such provisions shall be a default under the lease. No lease of an apartment shall operate as a release of the owner of such apartment from the continuing duty to comply with each and every of the provisions of this declaration and the Bylaws.

ARTICLE 18 COMBINATION OF APARTMENTS

18.1 An owner of two or more adjoining apartments shall have the right, upon approval of the Board, to combine such apartments. No combination which would affect the structural integrity of the building shall be approved by the Board.

18.2 An amendment to the declaration, together with an amended plat or plats containing the same information with respect to the altered apartments as required in the initial declaration and plat with respect to the initial apartments shall be prepared and recorded at the expense of the apartment owner making such combination.

18.3 An amendment to the declaration or plat pursuant to this Article 18 shall reflect the changes occasioned by the combination to include a change in the percentage of undivided interest in the common elements which are appurtenant to the apartments involved. The combined apartment will acquire the total of the percentage of undivided interest in the common elements appurtenant to the apartments that were combined, as set forth in Exhibit "C". The percentage of undivided interest in the common elements appurtenant to all other apartments shall not be changed. Such amendment shall not require a vote of other owners or of mortgagees.

18.4 All such amendments to the declaration and plat must be approved by attorneys employed by the Board to insure the continuing integrity of the declaration and the plat. The cost of such review by the attorneys shall be borne by the person wishing to combine the apartments under the integrity of document.

18.5 In no event may an apartment be partitioned in kind or subdivided.

ARTICLE 19 ASSESSMENTS

19.1 The making and collection of assessments from apartment owners for their share of common expenses shall be pursuant to the Bylaws and subject to the following provisions:

19.1.1 Each apartment owner shall be liable for a proportionate share of the common expense, at closing each owner shall provide the Association with an amount equal to twice the then established monthly assessment for that unit, such share being the same as the percentage of undivided interest in the common elements appurtenant to the apartment owned by the apartment owner as set forth in Exhibit "C".

19.1.2 Assessments and any installments thereof not paid on or before five (5) days after the date when due shall bear interest at the rate of ten percent (10%) per annum, or at such rate of interest as may be set by the Association, acting solely through the Board, from the date when due until paid, such interest never to exceed the maximum rate of interest allowed by law. All payments on account shall be first applied to interest and then to the assessment payment first due.

19.1.3 There shall be a lien upon the applicable apartment for unpaid assessments which shall also secure reasonable attorney's fees and all costs and expenses, including taxes, if any, incurred by the Association incident to the collection of such assessment or enforcement of such a lien. The lien for assessments shall be superior (prior) to all other liens and encumbrances except assessments, liens and charges in favor of the State and any political subdivision thereof for taxes past due and unpaid on the apartment, and amounts due under duly recorded mortgages.

19.1.4 In any foreclosure of a lien for assessments, the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment during his occupancy thereof, and the Association shall be entitled to the appointment of a receiver to collect the same.

19.2 The Association, acting solely through the Board, shall include in the regular assessments an adequate reserve for maintenance, repair and replacement of those common elements that must be replaced on a periodic basis.

19.3 The Association, acting solely through the Board, may include in the regular assessments amounts to be used for additions to capital items or improvements to the Property. Such assessment for capital improvements shall in no event exceed 20% of the common assessment for the operation and maintenance of the Property without the assessment having been first voted on and approved by two-thirds (2/3) or more vote in percentage ownership interest of those present at a meeting of the Association duly called for that purpose.

19.4 In assessing the apartment owners for capital improvement to the common elements, there shall be no single improvement exceeding the sum of Fifteen Thousand Dollars (\$15,000.00) made by the Association without the improvement having been first voted on and approved by two-thirds (2/3) or more vote in percentage ownership interest of those present at a meeting of the Association duly called for that purpose. The foregoing and the 20% of the common assessment limitation provided at paragraph 19.3 above, shall not apply in connection with damage or destruction referred to in Article 12 hereof or to such structural alterations or capital additions to or capital improvements or the common elements as are necessary in the Board's reasonable judgment to preserve or maintain the integrity or safety of the common elements of the property.

19.5 If the apartment owner shall at any time lease his apartment and shall default for a period of one month in the payment of assessments, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the apartment owner, on behalf of the Association, the rent due or becoming due and the payment of such rent of the Association shall be payment and discharge of such tenant and the apartment owner for such assessments to the extent of the amount so paid.

19.6 The Association, acting solely through the Board, shall handle all assessments hereunder so as to comply with applicable provisions of the Internal Revenue Code and the regulations adopted thereunder as well as applicable State and local tax laws and to avoid undue adverse tax consequences that might result to the Association or individual apartment owners.

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ARTICLE 20
SALE

20.1 Upon the sale or conveyance of an apartment, all unpaid assessments against an apartment owner shall be paid out of the sales price as provided in Article 18 of the Act; provided, however, that if such unpaid assessments are not paid or collected at the time of a sale or conveyance of an apartment, the grantee of the apartment shall be jointly and severally liable with the selling apartment owner for all unpaid assessments against the latter to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling apartment owner the amounts paid by the grantee therefor. Any person who shall have entered into a written agreement to purchase an apartment shall be entitled, upon written request therefor, to a statement from the Association setting forth the amount of the unpaid assessments against the selling apartment owner and such grantee shall not be liable for, nor shall the apartment conveyed be subject to a lien for any unpaid assessments made by the Association against the selling apartment owner in excess of the amount set forth in the statement; provided, however, that the former apartment owner shall remain so liable and the grantee shall be liable for any assessments becoming due after the date of any such statement including the reapportionment and reassessment of any uncollected common assessments.

20.2 The right of an apartment owner to sell, transfer, or otherwise convey his apartment shall not be subject to any right of first refusal or any similar restriction in favor of the Association.

ARTICLE 21
VOTING

21.1 The number of votes to which each apartment owner shall be entitled at any meeting of the Association shall be equal to the percentage of undivided interest of the common elements assigned to his apartment as indicated in Exhibit "C" to this declaration. In any case where there is more than one owner with respect to a particular apartment, the vote for such apartment shall be exercised as such owners, among themselves, determine; provided, there may be no split vote. The Association shall be notified by writing signed by all owners of such apartment at least 3 days in advance of any meeting of the Association of the identity of the party authorized to cast the votes appertaining to that apartment. Such notification shall be conclusive evidence of the designated party's authority to cast the votes appertaining to such apartment until such time as the Association is notified otherwise in writing.

21.2 No apartment owner who, as of 5:00 P.M. of the day preceding any meeting of the Association, is in default in the payment of any assessment due the Association, according to the records of the Association, shall be entitled to vote at such meeting.

21.3 The results of any vote taken by the Association shall be deemed to be conclusive when announced and shall not be challengeable on the basis of any apartment owner's lack of voting authority.

ARTICLE 22
AMENDMENT

22.1 Except as otherwise provided in this declaration and except as prohibited by the Act, the provisions of this declaration may be amended by an instrument in writing signed and acknowledged by apartment owners who own three-fourths (3/4) or more of the undivided interest in the common elements, which amendment shall be effective upon recording.

22.2 The prior written consent of all apartment owners and their mortgagees must be obtained to make any amendments to this Declaration or alterations to the property valid if such amendments or alterations have the effect of changing the percentages of undivided interest in the common elements.

22.3 Any material amendment to this declaration or to the Bylaws shall not be effective without the written approval of each institutional holder of a first mortgage of apartments on the Property.

22.4 Notwithstanding anything herein contained to the contrary, Declarant may amend this declaration to conform with the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association with respect to condominium documentation by written instrument to such effect executed by Declarant only duly recorded in the Condominium Records of Bexar County, Texas.

ARTICLE 23 NOTICES

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered twenty-four (24) hours after a copy of the same has been deposited in the U. S. postal service, postage prepaid, return receipt requested. Notice to apartment owners shall be addressed to each apartment owner at the address given by such apartment owner to the Association for the purpose of service of such notice or to the apartment of such owner if no such address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association. Notice to the Association shall be addressed to San Antonio Chartwell Home Owners Association at the address of the secretary of the Association which address shall at all times be posted in a prominent location on the Property.

ARTICLE 24 NO WAIVER

The failure of the Association or its officers, agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this declaration or the Bylaws, to exercise any right or option herein contained or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Association or its officers, agents or designees of the payment of any assessment from an apartment owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

ARTICLE 25 ENFORCEMENT

Each apartment owner as well as each lessee of an apartment shall strictly comply with the provisions of the declaration, the Bylaws, the Articles of Incorporation of the Association the house rules and administrative rules and regulations and decisions issued pursuant thereto. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association or its officers, agent or designee on behalf of the apartment owners, or in an appropriate case, by an aggrieved apartment owner.

ARTICLE 26 DECLARANT AND DECLARANT'S USE

26.1 The term "declarant" as used herein shall mean and include any person or persons who might acquire title from foreclosure or deed in lieu of foreclosure.

26.2 Declarant and persons it may select from time to time shall have the right of ingress and egress over, upon and across the common elements and limited common elements and the right to store materials therein and to make such other use thereof as may be necessary and incident to the development and sale of all of the apartments as determined by the declarant in its sole discretion.

ARTICLE 27 SEVERABILITY

The provisions of this declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

ARTICLE 28
CAPTIONS

The captions in this declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this declaration or the intent of any provision hereof.

ARTICLE 29
LAW CONTROLLING

This declaration, the plat and the Bylaws shall be construed and controlled by and under the laws of the State of Texas.

ARTICLE 30
EFFECTIVE DATE

This declaration shall take effect when recorded.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 8th day of January, 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 8th day of January, 1980.

Laurence A. Kearney
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 8th day of January, 1980.



Lawrence A. Benning
Notary Public in and for Bexar County,
Texas

STATE OF TEXAS

COUNTY OF BEXAR

CONSENT OF MORTGAGEE TO
DECLARATION OF CONCOMINIUM

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 foregoing Declaration of Condominium for Chartwell (a Condominium) does hereby consent to said Declaration and the exhibits attached thereto and to the recording of same for submission of said property to the provisions and condominium regime of Article 1301a of the Texas Revised Civil Statutes and does hereby subordinate and subject its liens to the terms and provisions thereof.

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 10th day of January, 1980.

MEDINA SAVINGS ASSOCIATION

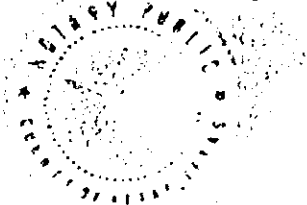
By C. Jack Schleuning

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 10th day of January, 1980.

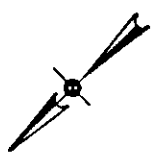
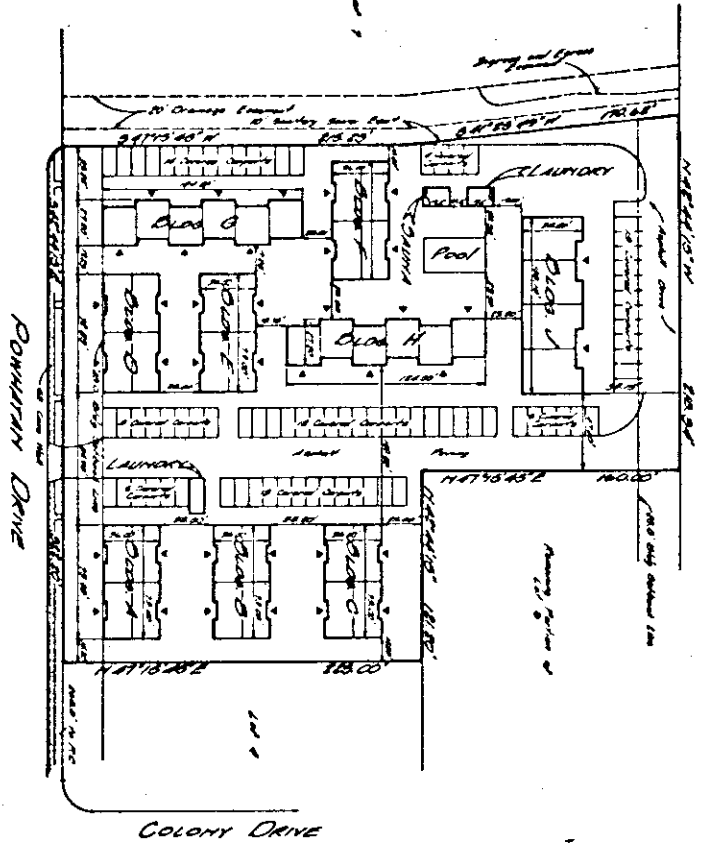


Mary J. Ginner
Notary Public in and for Bexar County,
Texas

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 IN 10. U.S. HWY. 97 NORTH



NOTE:
 1. All dimensions are approximate.
 2. All dimensions are subject to change without notice.
 3. All dimensions are subject to the final survey.
 4. All dimensions are subject to the final plat.

CHARTWELL CONDOMINIUMS

CHARTWELL CONDOMINIUMS, INC.
 10000 N. HARRISON DRIVE
 SUITE 100
 DALLAS, TEXAS 75243

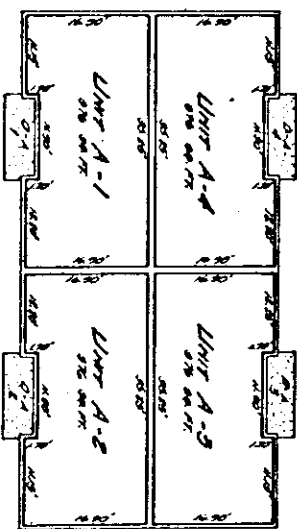
STATE OF TEXAS
 COUNTY OF DALLAS
 I, JAMES E. HARRIS, County Clerk, do hereby certify that the foregoing is a true and correct copy of the Declaration of Condominiums for Chartwell Condominiums, as the same appears in the records of the County of Dallas, Texas.

[Signature]
 JAMES E. HARRIS
 County Clerk

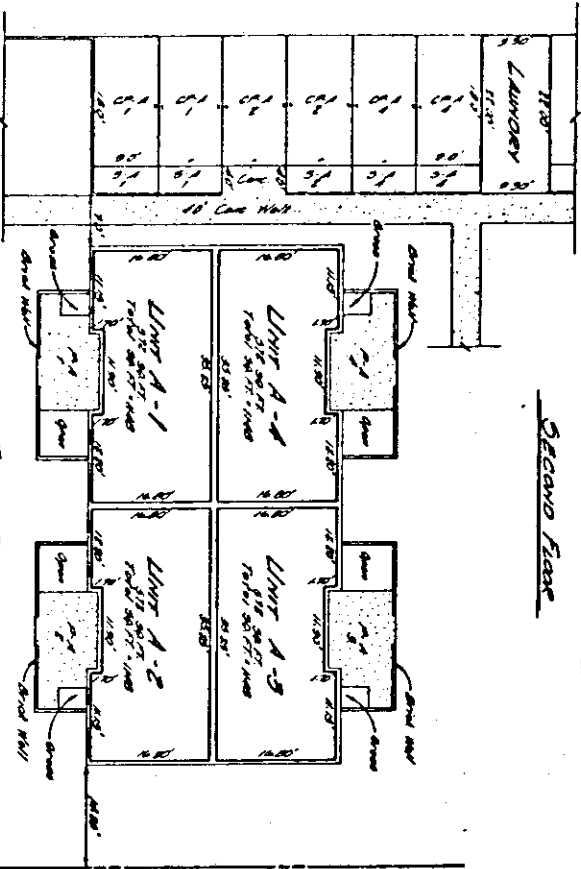
STATE OF TEXAS
 COUNTY OF DALLAS
 I, JAMES E. HARRIS, County Clerk, do hereby certify that the foregoing is a true and correct copy of the Declaration of Condominiums for Chartwell Condominiums, as the same appears in the records of the County of Dallas, Texas.

[Signature]
 JAMES E. HARRIS
 County Clerk

EXHIBIT "A"
 TO
 CONDOMINIUM DECLARATION
 FOR
 CHARTWELL CONDOMINIUMS

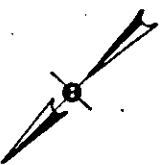


SECOND FLOOR



FIRST FLOOR

- NOTES:
1. PERMITTED LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTION.
 2. LIMITED COVERED, PARKING AREAS, STOMASIS, PATIOS, PORCHES AND BALCONIES ARE SHOWN ON THIS PLAN. UNITS ARE CONVEYED TO THE BUYER WITH ALL FIXTURES, APPLIANCES AND EQUIPMENT. UNITS ARE LOCATED IN THE NORTH SUBDIVISION, MARKET PLACE, UNIT 8, SAN ANTONIO, TEXAS.
 3. ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK OVERALL.
 4. THE PLANES OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.



LOT 8, BLOCK 29, N.C.B. 1989, COLONIES NORTH SUBDIVISION, MARKET PLACE, UNIT 8 SAN ANTONIO, TEXAS

BUILDING "A"
UNIT NO. 1
First and Second Floor
EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
CHARTWELL CONDOMINIUMS

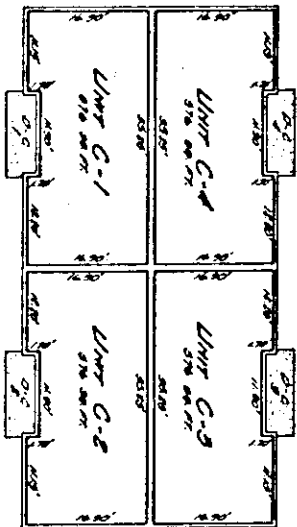


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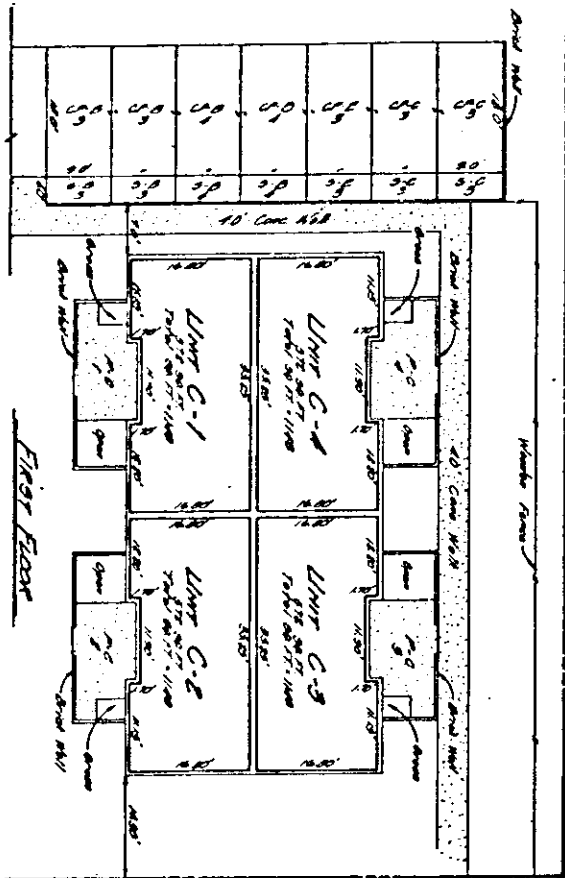
BUILDING "B"
UNIT NO.
1 THRU 4
First and Second Floor
EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
CHARTWELL CONDOMINIUMS

LOT 8, BLOCK 14, N.C. 1388, COLONIES
NORTH SUBDIVISION, MARKET PLACE, UNIT 8
SAN ANTONIO, TEXAS

2000

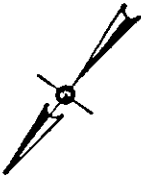


SECOND FLOOR



FIRST FLOOR

- NOTES:
- 1 PERIMETER LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTION
 - 2 LIMITED COVERED PARKING AREAS, STORAGES, PATIOS, PORCHES, AND BALCONIES ARE SHOWN IN THE PLAN. UNITS C-1, C-2, C-3, AND C-4 HAVE PATIOS BY THEIR S.E. PATIO BY THEIR P.C. (PORCHES BY THEIR P.E. C. AND BALCONIES BY THEIR D.C.).
 - 3 ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK OVERALL.
 - 4 THE PLACES OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.



LOT 9, BLOCK 24, & C.B. 1989, COLONIES NORTH SUBDIVISION, MARKET PLACE, UNIT 8 SAN ANTONIO, TEXAS

BUILDING "C"

UNIT NO. 17140

FIRST and SECOND FLOOR

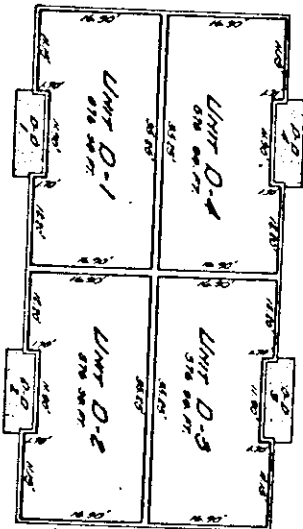
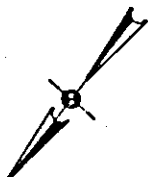
EXHIBIT "B"

TO

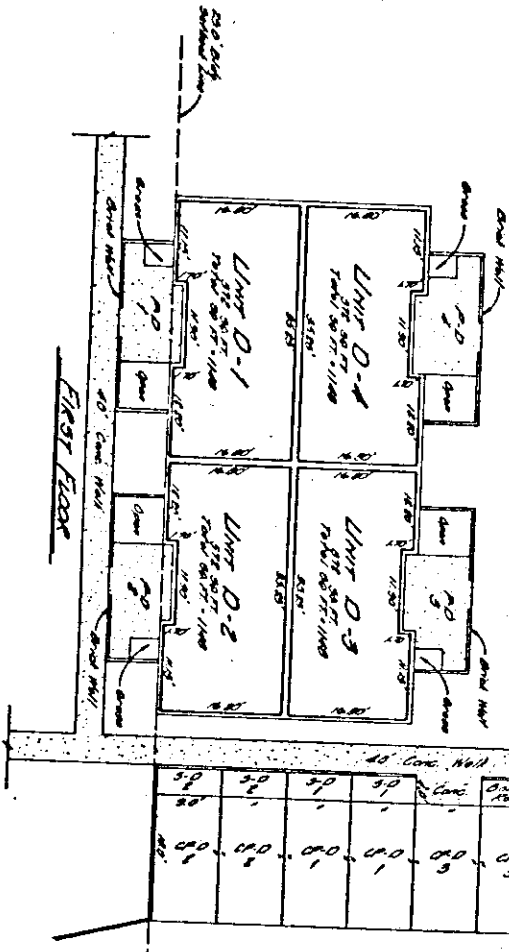
CONDOMINIUM DECLARATION

FOR

CHARTWELL CONDOMINIUMS



Second Floor



First Floor

- NOTES:
1. PERMITTED USES OF ALL UNITS SHALL BE LIMITED TO RESIDENTIAL USES.
 2. LIMITED COVERED PARKING AREAS, STORABLE, AIR-CONDITIONED, AND NO OTHER USES, SHALL BE ASSIGNED TO PARTICULATED UNITS. THE UNITS SHALL BE ASSIGNED TO THE UNITS BY THE DEVELOPER BY THE END OF THE YEAR 2000. THE UNITS SHALL BE ASSIGNED TO THE UNITS BY THE DEVELOPER BY THE END OF THE YEAR 2000.
 3. ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10" THICK CONCRETE.
 4. THE PLACES OF THE WALLS ARE IDENTICAL TO THE PLACES OF THE FLOOR AND CEILING IN ALL UNITS.



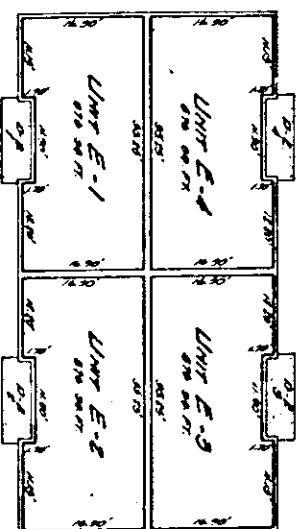
LOT 8, BLOCK 24, S.C.S. 13589, CONDOMINUMS NORTH SUBDIVISION, MARKET PLACE, UNIT 8 SAN ANTONIO, TEXAS

BUILDING "D"
UNIT NO. 1 THRU 4
First and Second Floor
EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
CHARTWELL CONDOMINIUMS

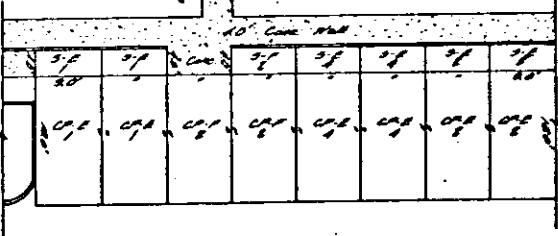
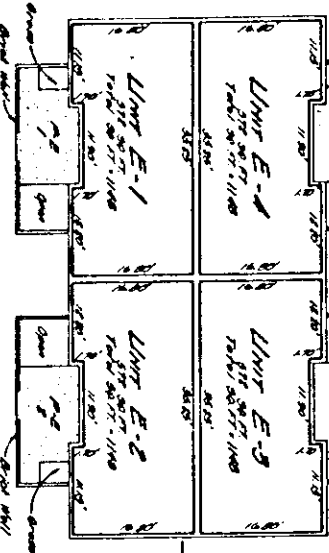
Sheet 1 of 2



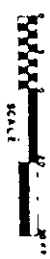
Second Floor



First Floor

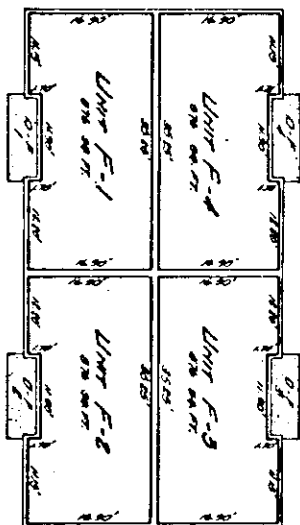


- NOTES:
1. DIMENSIONS LISTED ON ALL UNITS SHOW RIGHT ANGLES AT POINTS OF INTERSECTION.
 2. LIMITED COVERAGE AREAS, STAIRWAYS, PATIOS, PORCHES AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CONSEQUENT NO NUMBERING THEREON. THESE ARE LOCATED IN THE CORRIDOR AREAS OF THE BUILDING AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE.
 3. ALL WALLS BOUND SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK CONCRETE.
 4. TOP SURFACES OF THE SLABS ARE APPROXIMATELY TO THE PLANT OF THE FLOOR AND CEILING IN ALL UNITS.

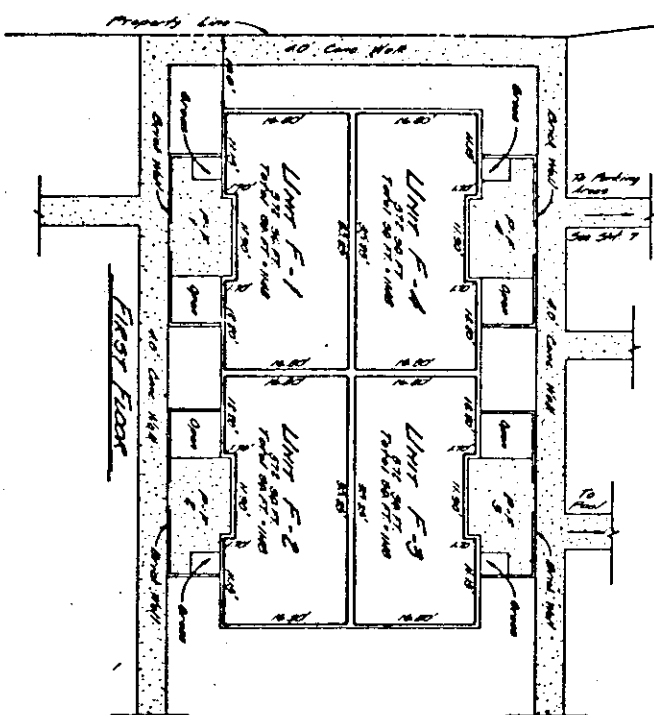


LOT 9, BLOCK 24, N.E.C. 13888, COLUMBIA
NORTH SUBDIVISION, MARKET PLACE, UNIT 8
SAN ANTONIO, TEXAS

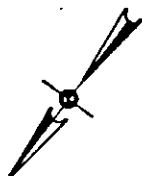
BUILDING "E"
UNIT NO. 1
First and Second Floor
EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
CHARTWELL CONDOMINIUMS



Second Floor



First Floor

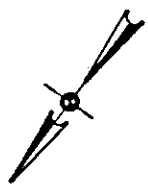
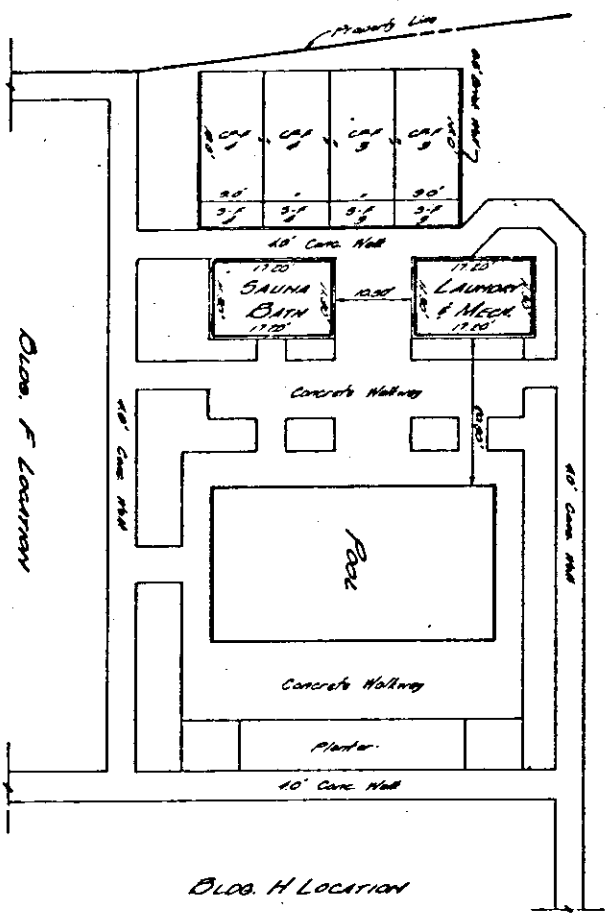


- NOTES:
1. PERMITTEE LINES OF ALL UNITS FROM RIGHT ANGLES AT CORNERS OF INTERSECTION.
 2. LIMITED COINTEGRATED PLAYING AREAS, JOGGING PATHS, POOL, AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CORRESPONDING NUMBERS. THESE ARE PROVIDED BY PATRIS CO., P.O. BOX 110, DALLAS, TEXAS 75201.
 3. ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK OVERALL.
 4. THE PLANS OF THE BUILDING ARE REPRODUCED TO THE PLANS OF THE FLOOR AND CEILING IN ALL UNITS.

LOT 4, BLOCK 34, N.E. 1/4, SEC. 18, T.18N., R.10E., CO. 10, TEXAS
NORTH SUBDIVISION, MARKET PLACE, UNIT 2
SAN ANTONIO, TEXAS

BUILDING "F"
UNIT NO. 1 THRU 4
First and Second Floor
EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
CHARTWELL CONDOMINIUMS

Block 1 Location



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- NOTES:
1. PERIMETER LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTION.
 2. LIMITED COVERED PATIO AREAS, STORAGES, PATIOS, PORCHES AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CORRESPONDING PATIOS BY PREFIX A AND PATIOS BY PREFIX B. PORCHES BY PREFIX C AND BALCONIES BY PREFIX D.
 3. ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK OVERALL.
 4. THE PLASTER OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.

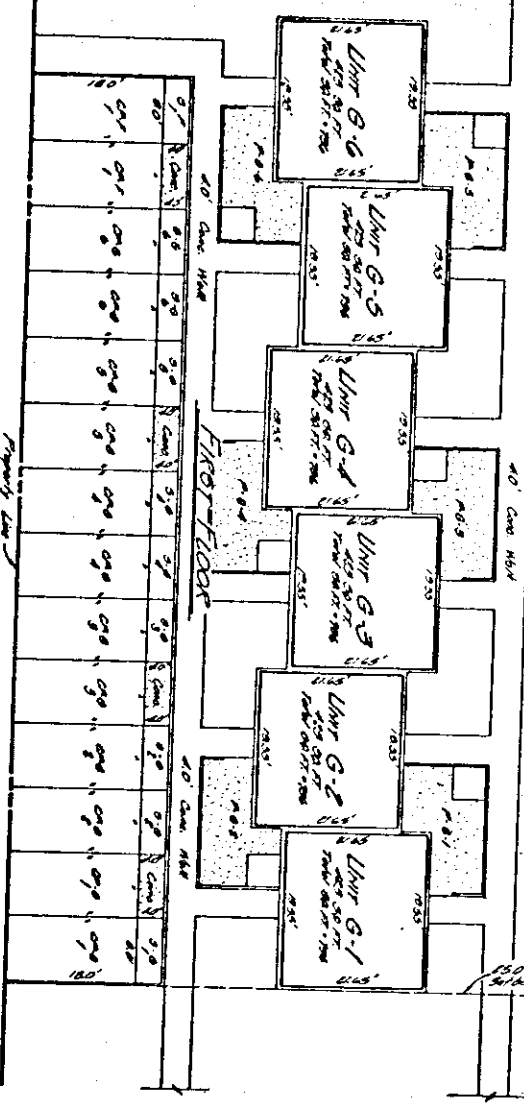
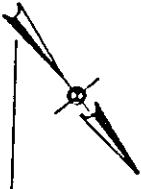
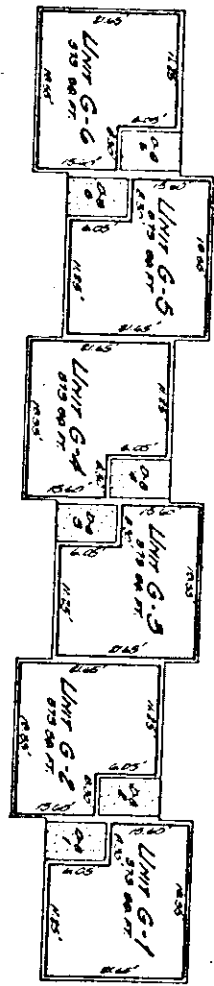


LOT 8, BLOCK 84, N.E. 1/4, SEC. 16, T.10N, R.10E, CO. 10, TEXAS
NORTH SUBDIVISION, MARKET PLACE, UNIT 8
SAN ANTONIO, TEXAS

POOL AREA
SAUNA and LAUNDRY
EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
CHARTWELL CONDOMINIUMS

Hand 7
10/13

SECOND FLOOR



- NOTES:
1. PERMITTED LAND OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTION.
 2. LIMITED COVERED PARKING AREAS, STORAGES, PATIOS, PORCHES AND BALCONIES ARE INCLUDED IN THE UNIT'S AREA. UNITS WITH COVERED PATIOS ARE IDENTIFIED BY PATIO IN THE UNIT'S AREA. PORCHES AT THE END OF THE BUILDING ARE IDENTIFIED BY PORCH IN THE UNIT'S AREA.
 3. ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK CONCRETE.
 4. THE PLACES OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.

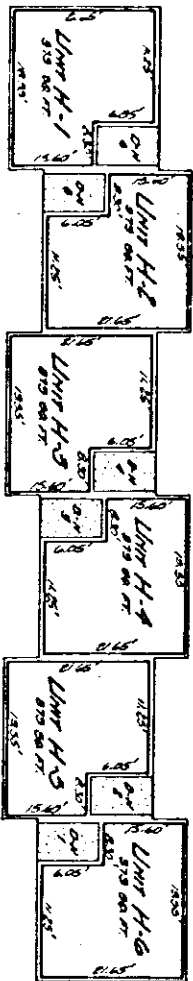


LOT 8, BLOCK 24, N.E. 1/4, 1988, CONDOMINIUM
NORTH SUBDIVISION, MARKET PLACE, UNIT 8
SAN ANTONIO, TEXAS

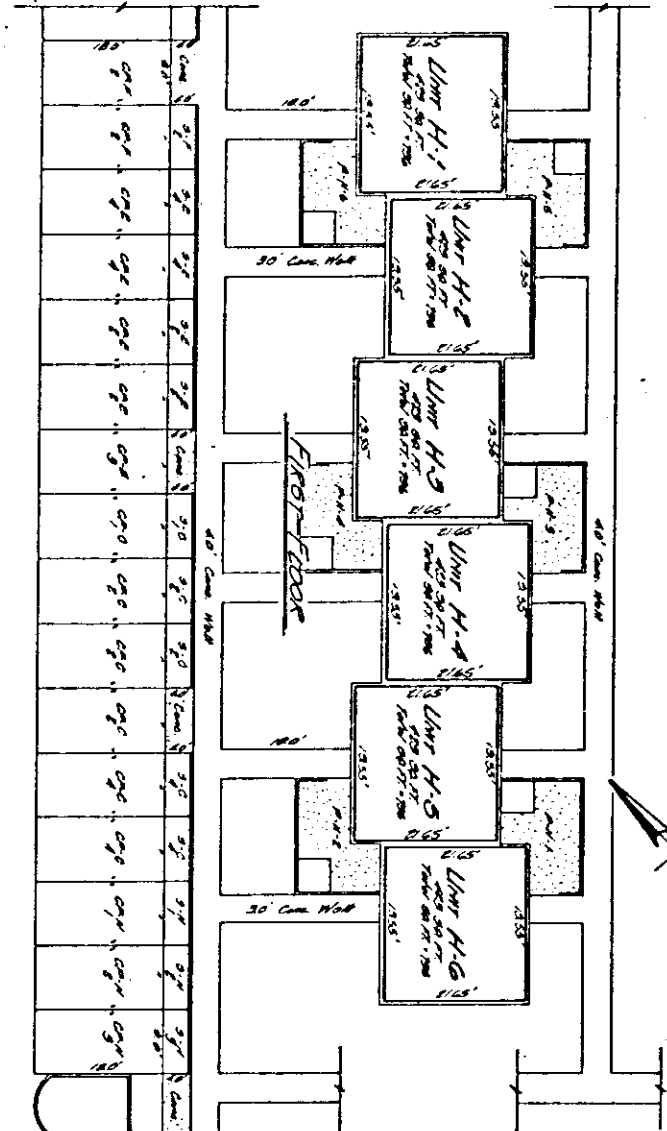
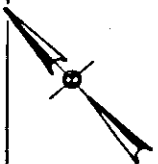
BUILDING "G"
UNIT NO. 178918

EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
CHARTWELL CONDOMINIUMS

Sheet 19
of 19



SECOND FLOOR



NOTES:

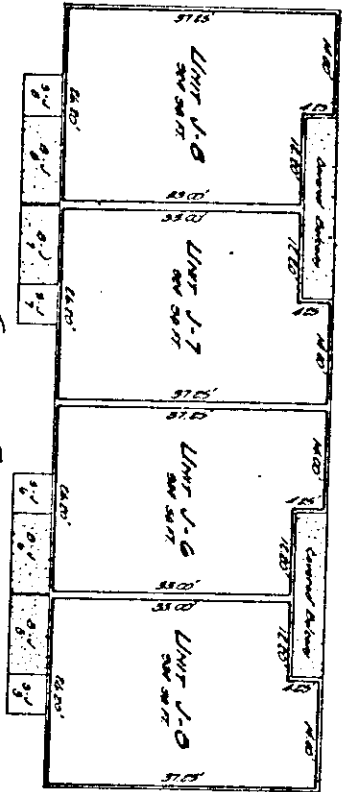
1. PROPERTY LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTION.
2. UNITS CONSIDERED AS SINGLE UNITS. STAIRS, ELEVATORS, AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CONVEYANCE. THE UNITS ARE ASSIGNED TO PARTICULAR UNITS WITH CONVEYANCE. THE UNITS ARE ASSIGNED TO PARTICULAR UNITS WITH CONVEYANCE. THE UNITS ARE ASSIGNED TO PARTICULAR UNITS WITH CONVEYANCE.
3. ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK OVERALL.
4. THE PLACES OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.

LOT 8, BLOCK 24, N.E. 1/4, 1959, CONDOMINIUM SUBDIVISION, MARKET PLACE, UNIT 2, SAN ANTONIO, TEXAS

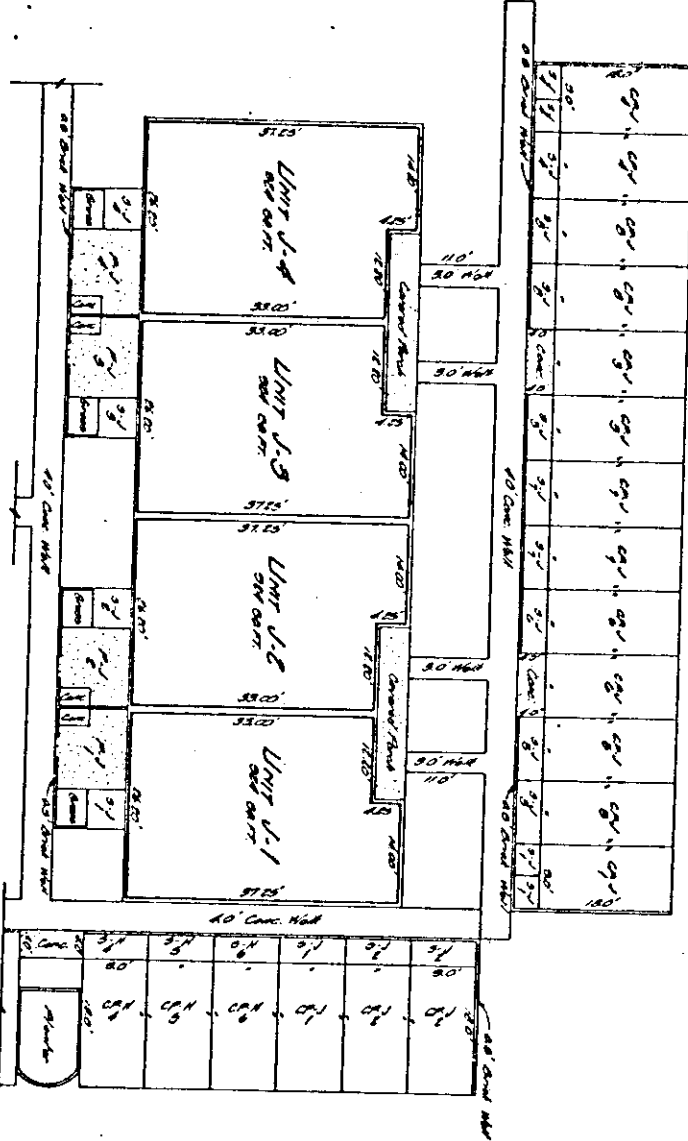
BUILDING "H"
UNIT NO. 1 THRU 6

EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
CHARTWELL CONDOMINIUMS

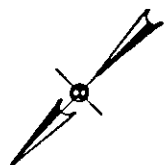
CHART 5
P. 113



SECOND FLOOR



FIRST FLOOR



- NOTES:
1. PERMITTED LIMITS OF ALL UNITS FROM RIGHT ANGLES AT POINTS OF INTERSECTION.
 2. LIMITED COVERED PARKING AREAS, STORAGE PATIOS, PORCHES, AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CONSTRUCTION AND FINISHES TO BE DETERMINED BY PERMIT D-4. UNITS J-4, J-5, J-6, J-7, J-8, J-9, AND BALCONIES BY PERMIT D-4.
 3. ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK OVERALL.
 4. THE PLACES OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.



LOT 9, BLOCK 24, N.C.B. 1955, CONDOMINIUMS
NORTH SUBDIVISION, MARKET PLACE, UNIT 2
SAN ANTONIO, TEXAS

BUILDING "J"
UNIT NO. 1
THIN 4 - FIRST FLOOR
B THIN 8 - SECOND FLOOR
EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
CHARTWELL CONDOMINIUMS

0770

EXHIBIT C
TO
CONDOMINIUM DECLARATION FOR
CHARTWELL CONDOMINIUMS

The real property submitted to condominium ownership on Exhibit A is hereby divided into the following fee simple estates:

(a) Forty-four (44) fee simple estates each consisting of a separately designated Units, each such Unit being identified by number on the Map; and

(b) The remaining portion of the entire premises referred to as the common elements which shall be held (in fee simple) in common by the Owners, each such undivided interest being appurtenant to one of the forty-four (44) Units. Declarant does hereby establish each undivided interest in the common elements appurtenant to each of the Units as follows:

<u>Unit No.</u>	<u>Building No.</u>	<u>Appurtenant Undivided Interest in Common Elements*</u>
A-1	A	2.580
A-2	A	2.580
A-3	A	2.580
A-4	A	2.580
B-1	B	2.580
B-2	B	2.580
B-3	B	2.580
B-4	B	2.580
C-1	C	2.580
C-2	C	2.580
C-3	C	2.580
C-4	C	2.580
D-1	D	2.580
D-2	D	2.580
D-3	D	2.580
D-4	D	2.580
E-1	E	2.580
E-2	E	2.580
E-3	E	2.580
E-4	E	2.580
F-1	F	2.580

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<u>Unit No.</u>	<u>Building No.</u>	<u>Appurtenant Undivided Interest in Common Elements*</u>
F-2	F	
F-3	F	2.580
F-4	F	2.580
G-1	G	2.580
G-2	G	1.790
G-3	G	1.790
G-4	G	1.790
G-5	G	1.790
G-6	G	1.790
H-1	H	1.790
H-2	H	1.790
H-3	H	1.790

H-4	H	1.790
H-5	H	1.790
H-6	H	1.790
J-1	J	2.075
J-2	J	2.075
J-3	J	2.075
J-4	J	2.075
J-5	J	2.075
J-6	J	2.075
J-7	J	2.075
J-8	J	2.075

TOTAL 100.000

*Undivided interest also determines voting rights and pro rata share of common expense obligation.

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

[Signature]

1980 JAN 11 PM 3 29



STATE OF TEXAS
COUNTY OF BEXAR

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

JAN 14 1980

Robert D. Green
COUNTY CLERK
BEXAR COUNTY, TEXAS

Refer to:
Albert W. Mc Knight
1712 S. W. W. White Rd.
San Antonio, Texas
78220

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