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CONDOMINIUM DECLARATION

FOR

THE SEVILLE OFFICE PARK

Prepared in the Offices of:

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VOL 2931 PAGE 0789

TABLE OF CONTENTS  
OF  
CONDOMINIUM DECLARATION  
FOR  
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ARTICLE	TITLE	PAGE NO.
Introduction . . . . .		1
1. DEFINITIONS . . . . .		2
(a) Association . . . . .		2
(b) Unit . . . . .		2
(c) Building or Buildings . . . . .		2
(d) By-Laws . . . . .		2
(e) Condominium Unit . . . . .		3
(f) Owner . . . . .		3
(g) General Common Elements or Common Elements . . . . .		3
(h) Land . . . . .		4
(i) Limited Common Elements . . . . .		4
(j) Entire Premises or Property or Condominium Regime or Project . . . . .		4
(k) Common Expenses . . . . .		4
(l) Map, Survey Map or Plans . . . . .		5
(m) Assessments or Common Expense Charge . . . . .		5
(n) Common Expense Fund . . . . .		5
(o) Special Assessments . . . . .		5
(p) Managing Agent . . . . .		5
(q) Texas Condominium Act . . . . .		5
(r) Developer or Declarant . . . . .		6
(s) Mortgage or Deed of Trust . . . . .		6
(t) Mortgagee . . . . .		6
(u) First Mortgagee . . . . .		6
(v) Board or Board of Managers . . . . .		6
(w) Percentage Ownership of the Common Elements or Percentage Interest . . . . .		6
(x) Construction Period . . . . .		6
(y) Declarant Control Period . . . . .		6
2. CONDOMINIUM MAP . . . . .		6
3. DIVISION OF PROPERTY INTO CONDOMINIUM UNITS . . . . .		7
4. COMMON ELEMENTS . . . . .		7
5. INSEPARABILITY OF A CONDOMINIUM UNIT . . . . .		7
6. DESCRIPTION OF CONDOMINIUM UNIT . . . . .		8
7. SEPARATE ASSESSMENT AND TAXATION . . . . .		8
8. OWNERSHIP-TITLE . . . . .		8
9. NONPARTITIONABILITY OF COMMON ELEMENTS . . . . .		8
10. OCCUPANCY . . . . .		8
11. USE . . . . .		9

VOL 2931 PAGED 790

(a)	Permitted Use . . . . .	9
(b)	Deporation, Maintenance and Repairs of Residential Units . . . . .	10
12.	EASEMENTS AND ENCROACHMENTS. . . . .	11
13.	TERMINATION OF MECHANIC'S OR MATERIALMEN'S LIENS AND INDEMNIFICATION. . . . .	11
14.	MANAGEMENT AND ADMINISTRATION. . . . .	11
(a)	By-Laws . . . . .	11
(b)	Declarant Control . . . . .	12
(c)	Temporary Managing Agent. . . . .	12
(d)	Specific Power to Restrict Use and Enjoyment. . . . .	13
(e)	Membership Voting, Quorum, Proxies . . . . .	15
(1)	Membership . . . . .	15
(2)	Voting . . . . .	15
(3)	Quorum . . . . .	15
(4)	Proxies. . . . .	16
(f)	Insurance . . . . .	16
15.	RIGHT OF ENTRY . . . . .	18
16.	OWNER'S RESPONSIBILITY FOR MAINTENANCE OF UNIT . . . . .	19
17.	INTERFERENCE WITH STRUCTURAL SOUNDNESS OF BUILDING . . . . .	21
18.	DIMENSIONS . . . . .	21
19.	COMPLIANCE WITH PROVISIONS OF DECLARATION AND BY-LAWS. . . . .	22
20.	MAINTENANCE ASSESSMENTS . . . . .	22
(a)	Assessments for Common Expenses . . . . .	22
(b)	Purpose of Assessments . . . . .	22
(c)	Determination of Assessments . . . . .	23
(d)	Basis of Assessment and Maximum Monthly Assessment . . . . .	24
(e)	Special Assessments for Improvements . . . . .	24
(f)	Commencement of Assessments . . . . .	25
(g)	No Exemption. . . . .	25
(h)	Lien for Assessments. . . . .	26
(i)	Subordination of the Lien to Mortgages. . . . .	28
(j)	Statement of Assessments. . . . .	28
21.	UTILITIES. . . . .	29
(a)	Owner's Rights and Duties . . . . .	29
(b)	Easement for Utilities and Maintenance . . . . .	30
(c)	Association's Duties . . . . .	31
22.	DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY OR OBSOLESCENCE OF THE CONDOMINIUM . . . . .	31
(a)	Association as Attorney-in-Fact . . . . .	31
(b)	Fire or Other Casualty. . . . .	32
(c)	Obsolescence. . . . .	36
(d)	Limitations on Restoration. . . . .	38
23.	JUDICIAL PARTITION . . . . .	38

24.	CONDEMNATION . . . . .	39
25.	PROTECTION OF MORTGAGEE . . . . .	43
	(a) Notice to Association . . . . .	43
	(b) Notice of Default; Lapse In Insurance . . . . .	43
	(c) Examination of Books . . . . .	43
	(d) Reserve Fund . . . . .	44
	(e) Annual Audits . . . . .	44
	(f) Notice of Meetings . . . . .	44
	(g) Notice of Damage of Destruction . . . . .	44
	(h) Management Agreements . . . . .	44
	(i) Taxes, Assessments and Charges . . . . .	45
26.	TAXES . . . . .	45
27.	LIMITATION OF RESTRICTIONS ON DECLARANT . . . . .	45
28.	ALTERATION OF BOUNDARIES OF UNITS . . . . .	46
	(a) Declarant's Right to Alter Units . . . . .	46
	(b) Owners' Right to Combine Units . . . . .	47
	(c) Other Units Not Affected . . . . .	48
29.	ANNEXATION OF ADDITIONAL PROPERTY . . . . .	48
30.	MISCELLANEOUS PROVISIONS . . . . .	50
	(a) Amendments to Declaration; Approval of Owners and Mortgagees . . . . .	50
	(b) Correction of Error . . . . .	53
	(c) Ownership of Common Personal Property . . . . .	54
	(d) Change in Documents . . . . .	54
	(e) Notice . . . . .	54
	(f) Leasing . . . . .	54
	(g) Conflict Between Declaration and By-Laws . . . . .	54
	(h) Invalidation of Parts . . . . .	55
	(i) Omissions . . . . .	55
	(j) Reciprocal Access Easements . . . . .	55
	(k) Texas Condominium Act . . . . .	55
	(l) Gender . . . . .	56

EXHIBIT "A" - Legal Description of Real Property

EXHIBIT "B" - Engineering Survey

EXHIBIT "C" - Percentage Ownership Interest for  
Each Unit

EXHIBIT "D" - Floor Plans

EXHIBIT "E" - Bylaws

EXHIBIT "F" - Prohibited Uses

EXHIBIT "G" - Legal Description of Property that  
may be Annexed by Declarant

CONDOMINIUM DECLARATION

FOR

THE SEVILLE OFFICE PARK

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THE STATE OF TEXAS

COUNTY OF BEXAR

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, O'BANION 5.5, LTD., a Texas Limited Partnership, hereinafter sometimes called "Declarant," is the owner of certain real property and the improvements thereon situated in the County of Bexar, State of Texas, which property is more particularly described on the attached Exhibit "A" which, by this reference, is made a part hereof; and

WHEREAS, Declarant is or has caused to be constructed on said property a multibuilding complex, together with other improvements, structures and facilities and appurtenances, which project shall be known as THE SEVILLE OFFICE PARK; and

WHEREAS, Declarant desires to establish a Condominium Regime under the Condominium Act of The State of Texas; and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area of space contained in each of the units in the said improvements and the co-ownership by the individual and separate owners thereof, ~~as tenants in~~  
~~common~~ of all of the remaining property which is hereinafter defined and referred to as the general common elements;

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit "A" and all improvements thereon, to the provisions of the Condominium Act of The State of Texas and this Condominium Regime, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning an interest in the real property and

VOL 2931 PAGE 793

improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. DEFINITIONS. Unless the context shall expressly provide otherwise:

(a) "Association" shall mean THE SEVILLE OFFICE PARK OWNERS ASSOCIATION, a Texas nonprofit corporation, the members of which shall be the owners of the condominium units within the Condominium Regime during the period of their respective ownerships, and the successors and assigns of such owners. The term "Association" shall have the same meaning as the term "Council of Co-owners" in the Texas Condominium Act.

(b) "Unit" shall mean an enclosed space within a building, the boundaries of which shall be ~~the interior surfaces of the perimeter walls, floors and ceilings~~. Each unit is numbered as shown on the Map which is attached hereto as Exhibit "B." It is intended that the term "unit," as used in this Declaration, shall have the same meaning as the term "apartment" as used in the Texas Condominium Act.

Included in each unit, without limitation, shall be any furnishing materials applied or affixed to the interior surfaces of the common, exterior or interior walls, floors or ceilings (such as, but without limitation, paint, wallpaper, vinyl wall or floor covering, carpet and tile), and all appliances, fireplaces (if any) or utility pipes, lines, systems, wires or fixtures servicing only that unit (whether or not within the boundaries of that unit). The boundaries of each unit shall be the interior surface of the perimeter windows and doors. Interior trim around windows and doors shall be a part of each unit and shall not be a part of the common elements.

(c) "Building" or "Buildings" shall mean and refer to the one or more of the principal structures presently erected or to be erected on the land.

(d) "By-Laws" shall mean the By-Laws of THE SEVILLE OFFICE PARK OWNERS ASSOCIATION (attached as Exhibit "E").

(e) "Condominium Unit" shall mean one individual unit together with the interest in the general common elements appurtenant to such unit.

(f) "Owner" shall mean a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more condominium units.

(g) "General Common Elements" or "Common Elements" shall mean and include the land and all buildings and other improvements thereon, and shall include units as defined herein, and shall include without limiting the generality of the foregoing:

- (1) The foundations, supporting columns, girders, beams, slabs, supports; common dividing walls between two or more units or between units and Common Elements;
- (2) The foundations, columns, girders, beams, slabs, supports, main and common walls and roofs;
- (3) The grounds (yards, gardens, landscaped areas), clubrooms, managerial offices, mail distribution area, unassigned parking areas, fences, unassigned storage areas, streets, service drives, walks, service easements, recreation areas (if any), and areas used for storage of maintenance and janitorial equipment and materials, if any;
- (4) The installations consisting of the equipment and materials making up central services such as power, light, gas, water, waste collection, sprinkler system, master antenna, and the like which are servicing more than one specific unit; motors, pumps, tanks, boilers, equipment, apparatus and all other central and appurtenant installations, including all pipes, ducts, shafts, wires and cables used in connection therewith, required to provide power, light, telephone, gas, water, heat, and other service;

(5) Easements for access, maintenance, repair, reconstruction or replacement of the foregoing equipment, installations and appurtenances, and for all other services necessary or convenient to the existence, maintenance, safety and use of the property. Easements referred to in this subparagraph include, but are not limited to, the use of pipes, ducts, cables, wires, conduits and public utility lines for the benefit of one or several units though located in other units as well as the right of access thereto for the purpose of convenient repair inspection, replacement and maintenance;

(6) All repairs, replacements and additions to any of the foregoing;

(7) All other items not described as a Unit or a Limited Common Element.

(h) "Land" shall mean the real property more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

(i) "Limited Common Elements" shall mean a part of the General Common Elements reserved for the exclusive use of the Owner of a Condominium Unit. Areas indicated on Map as appurtenant Limited Elements to a specific Unit only shall be deemed Limited Common Elements.

(j) "Entire Premises" or "Property" or "Condominium Regime" or "Project" shall mean and include the Land, the Buildings, all improvements and structures thereon, and all rights, easements and appurtenances belonging thereto.

(k) "Common Expenses" shall mean and include:

- (1) All sums lawfully assessed against the General Common Elements by the Board of Managers;
- (2) Expenses of administration and management, maintenance, repair or replacement of the General Common Elements;



(3) Expenses agreed upon as Common Expenses by the Owners; and

(4) Expenses declared Common Expenses by provisions of this Declaration and the By-Laws.

(l) "Map", "Survey Map" or "Plans" shall mean and include the Engineering Survey of the Land locating thereon the Buildings and other improvements, the Floor Plans and any other drawing or diagrammatic plan depicting a part of or all of the improvements of the Project and are those instruments attached hereto as Exhibits "B" and "D" which are incorporated herein by reference.

(m) "Assessments" or "Common Expense Charge" shall mean the Assessments made and levied against each Owner and its Condominium Unit for the Common Expenses incurred in the management and operation of the condominiums and the Condominium Regime; and for repair, maintenance, and operation of the General Common Elements (including reserves for replacements), in accordance with the provisions of this Declaration and the By-Laws of the Association.

(n) "Common Expense Fund" shall mean the accumulated Common Expense Charges collected or received by and due and payable to the Association for use in the administration and operation of the condominium; the maintenance, repair, additions, alterations or reconstruction of all or any portion of the General Common Elements.

(o) "Special Assessments" shall mean any Assessment over and above the Common Expense Charge necessary for the preservation, management and administration of the condominium.

(p) "Managing Agent" shall mean an individual or entity to whom the Board of Managers has delegated all or a part of its powers and duties in accordance with the terms of Article 14 hereof.

(q) "Texas Condominium Act" shall mean Article 1301a of the Texas Revised Civil Statutes, as amended, originally enacted in 1963, which permits the creation of Condominium Regimes and provides the basic rules for their operation.

(r) "Developer" or "Declarant" shall mean O'BANION 5.5, LTD., and its successors or assigns, provided such successors or assigns are designated in writing by O'BANION 5.5, LTD. as assigns of the rights of Developer or Declarant hereunder.

(s) "Mortgage" or "Deed of Trust" shall mean a pledge of a security interest in a Condominium Unit given to a creditor as security for repayment of a loan made to the Condominium Unit Owner.

(t) "Mortgagee" shall mean the beneficiary of any lien or mortgage covering a Condominium Unit.

(u) "First Mortgagee" shall mean the beneficiary of any first lien mortgage or deed of trust covering a Condominium Unit.

(v) "Board" or "Board of Managers" shall mean the Board of Directors of THE SEVILLE OFFICE PARK OWNERS ASSOCIATION.

(w) "Percentage Ownership of the Common Elements" or "Percentage Interest" shall mean the percentage or undivided interest of the Common Elements (General and Limited) owned by each Owner. A Schedule of the Percentage Ownership Interest for each Unit is attached hereto as Exhibit "C."

(x) "Construction Period" means that period of time during which Declarant is developing the Entire Premises and selling the Condominium Units, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Condominium Units.

(y) "Declarant Control Period" means that period of time during which Declarant shall retain control over the Association, as more particularly set forth in Article 14, Paragraph B hereof.

2. CONDOMINIUM MAP. The Map shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium Unit. Such Map shall consist of and set forth (1) the legal description of the surface of the Land; (2) the linear measurements and location with reference to the exterior boundaries of the Land, of the Buildings, and all other

improvements built or to be built on said Land by Declarant; and (3) Floor Plans of the Building built or to be built thereon showing the location, the Building designation, the unit designation and the linear dimensions of each unit, and the Limited Common Elements.

3. DIVISION OF PROPERTY INTO CONDOMINIUM UNITS. The real property is divided into the following separate fee simple estates:

(a) Fourteen (14) simple estates consisting of fourteen (14) designated units, each such Unit identified by its own individual Unit number and by Building number or designation on the Map, the Units in each Building being more particularly described on such Map.

(b) The remaining portion of the Entire Premises referred to as the General Common Elements shall be held in common by the Owners, each such interest being an undivided interest in the General Common Elements, the percentage of each such undivided interest being set forth in the Schedule attached as Exhibit "C."

4. COMMON ELEMENTS. Any portion of the General Common Elements that is set aside and reserved for the exclusive use of individual Owners, will be known as Limited Common Elements. Such Limited Common Elements, if any, shall be used in connection with the particular unit, to the exclusion of the use thereof by the other Owners except by invitation. A portion of the General Common Elements is intended as a joint parking area. Reasonable regulations governing the use of said facilities by Owners and by their guests and invitees shall be promulgated by Declarant and by the Board of Managers. Such regulations shall be permanently posted and all Owners shall be furnished with a copy thereof upon written request. Each Owner shall be required to strictly comply with said Rules and Regulations, and shall be responsible to the Board of Managers for the compliance therewith by guests, invitees and tenants. The Board of Managers specifically reserves the right to hereinafter assign particular parking spaces to specific units and their invitees and customers.

5. INSEPARABILITY OF A CONDOMINIUM UNIT. Each Unit and the undivided percentage interest in and to the General Common Elements appurtenant thereto (as set out in the Schedule of Percentage Ownership

of Common Elements attached hereto as Exhibit "C"), shall be inseparable and may be conveyed, leased or encumbered only as a Condominium Unit.

6. DESCRIPTION OF CONDOMINIUM UNIT. Every Deed, Lease, Mortgage, Trust Deed or other instrument may legally describe a Condominium Unit by its identifying Unit Number and Building symbol or designation as shown on the Map, followed by the words "THE SEVILLE OFFICE PARK" and by a reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the General Common Elements.

7. SEPARATE ASSESSMENT AND TAXATION. Declarant shall give written notice to the appropriate Tax Assessors of the creation of condominium ownership of this Property, as is provided by law, so that each Unit and its undivided percentage interest in the General Common Elements shall be deemed a separate parcel and subject to separate Assessment and taxation.

8. OWNERSHIP-TITLE. A Condominium Unit may be held and owned by more than one person as joint tenants or as tenants in common, or in any real property tenancy relationship recognized under the laws of The State of Texas.

9. NONPARTITIONABILITY OF COMMON ELEMENTS. The General Common Elements shall be owned in common by all of the Owners of the Units and shall remain undivided, and no Owner shall bring any action for partition or division of the General Common Elements other than as specifically provided for hereinafter in Article 23 entitled "Judicial Partition." Nothing contained herein shall be construed as a limitation of the right of partition of a Condominium Unit between the Owners thereof, but such partition shall not affect any other Condominium Unit.

10. OCCUPANCY. Each Owner shall be entitled to exclusive ownership and possession of its Unit. Each Owner may use the General Common Elements in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other Owners. Nothing shall be altered or constructed on or removed from

the Common Elements, except upon written consent of the Board of Managers.

11. USE.

(a) Permitted Use. Each Unit shall be used only for nonresidential purposes expressly permitted in the B-2 classification of the zoning chapter of the City Code of the City of San Antonio, Texas; provided, however, the Board of Managers shall have the right to prohibit certain usages permitted under such classification in the event such Board determines that such usage would not be conducive or harmonious with the Project. Listed on Exhibit "F" are uses which are expressly prohibited.

- (1) No noxious or offensive activity of any source shall be permitted, nor shall anything be done in any Unit or in any Common Elements which shall be or may become an annoyance or a nuisance to the other Owners. No loud noises or noxious odors shall be permitted on the Property, and the Board shall have the right to determine in accordance with the By-Laws if any such noise, odor or activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other similar items shall be located, used or placed on any portion of the Project or exposed to the view of other Unit Owners without the prior written approval of the Board of Managers.
- (2) Notwithstanding another provision of this Article, the Developer may make such temporary use of the Common Elements and Units as is reasonably necessary to facilitate and complete the improvement of the Land,

the construction of the Buildings, the operation of Developer's sales efforts and the showing of the unsold Units. The provisions of this Article shall not prohibit the use by the Board of Managers of all Common Elements in the reasonable manner necessary in connection with the operation and maintenance of the Condominium Regime.

- (3) Nothing shall be done or kept in any Unit or Common Element which would increase the rate of insurance on the condominium or any other Unit over that applicable to office or retail buildings or which would result in uninsurability of the Condominium Regime or any part hereof, or the cancellation, suspension, modification or reduction of insurance in, on, or covering the Project or any part thereof. If, by reason of the occupancy or use of any Unit by any Owner, the rate of insurance on all or any portion of the Project shall be increased, such Owner shall be personally liable to the Association for such increased costs thereby, and such sum shall be payable to the Association at the same time and in the same manner as provided for the payment of the Common Area Expenses.
  - (4) Each Owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements of any governmental agency or authority with respect to the use and occupancy of his Unit and with the provisions hereof, and the By-Laws and Rules and Regulations promulgated hereunder.
- (b) Decoration, Maintenance and Repairs of Units. Any Owner may decorate and redecorate its Unit and may make any nonstructural improvements or alterations within its Unit (but not to Common Elements); and shall have the right to paint, repaint, tile, wax,

paper or otherwise furnish or decorate any interior surfaces of walls, partitions, ceilings and floors within the Unit.

12. EASEMENTS AND ENCROACHMENTS. If any portion of the General Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of an adjoining Unit or units encroaches upon the General Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. For title or other purposes, such encroachment(s) and easement(s) shall not be considered or determined to be encumbrances whether upon the General Common Elements or upon the Units.

13. TERMINATION OF MECHANIC'S OR MATERIALMEN'S LIENS AND INDEMNIFICATION. Subsequent to the completion of the improvements described on the Map, no labor performed or materials furnished and incorporated in an Unit with the consent or at the request of the Owner thereof, or its agent or its contractor or subcontractor, shall be the basis for filing of a lien against the General Common Elements owned by such other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit of any other Owner or against that Owner's Percentage Interest in the General Common Elements for construction performed, or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

14. MANAGEMENT AND ADMINISTRATION.

(a) By-Laws. The administration of the Condominium Regime shall be governed by the By-Laws of THE SEVILLE OFFICE PARK OWNERS ASSOCIATION, a nonprofit corporation, referred to herein as the "Association." An Owner of a Condominium Unit, upon becoming an Owner, shall be a Member of the Association and shall remain a Member for the period of its ownership. The Association shall be managed by a Board of Managers, duly appointed or elected, pursuant to the terms and conditions of the By-Laws. In addition, the Association may enter into Management Agreements from time to

time upon the terms and conditions established in the By-Laws; provided, said Management Agreement is consistent with any requirements or limitations set forth in this Declaration.

(b) Declarant Control. Paragraph (a) hereof notwithstanding, and for the benefit and protection of the Unit Owners and any First Mortgagees of record and for the sole purpose of ensuring a complete and orderly buildout as well as a timely sellout of the Condominium Project, the Declarant will retain control of and over the Association for a maximum period not to extend beyond (1) that date five (5) years from the date this Declaration is recorded; (2) upon that date that Declarant has conveyed ninety per cent (90%) of the Units; or (3) that date when in the sole opinion of the Declarant the Project becomes viable, self-supporting and operational; whichever event occurs first. It is expressly understood that Declarant shall not use said control for any advantage over the Unit Owners by way of retention of any residual rights or interests in the Association or through the creation of any Management Agreement with a term longer than one (1) year without majority Association approval upon relinquishment of Declarant control. Declarant shall be required to keep any Assessments collected during the Declarant Control Period in an account which is separate and apart from its development funds. It is further understood that any contracts, agreements or leases entered into prior to transfer of control by Declarant shall be subject to termination by the Association without cause or penalty upon not more than ninety (90) days' written notice to the other party. At the end of the Declarant Control Period, the Declarant, through the Board of Managers, shall promptly call the first annual meeting of the Association, and such meeting shall in any event be held within ninety (90) days thereafter.

(c) Temporary Managing Agent. During the period of administration of this Condominium Regime by Declarant, the Declarant may employ or designate a temporary Manager or Managing Agent who shall have and possess all of the rights, powers,



authority, functions and duties as may be specified in a Management Agreement or as may be delegated by Declarant to such Manager. The Declarant may pay such temporary Manager or Managing Agent such compensation as it may deem reasonable for the services to be rendered, which compensation shall constitute a part of the Common Expenses of this Condominium Regime and shall be paid out of the Association's budget.

(d) Specific Power to Restrict Use and Enjoyment. Every Owner and the Declarant shall have a beneficial interest of use and enjoyment in the Common Elements, subject to the following limitations, restrictions and provisions:

(1) The right of the Association to publish Rules and Regulations governing use of the Common Elements and the improvements and facilities located thereon, and to establish and enforce penalties for infractions thereof.

(2) The right of the Association to borrow money and mortgage the Common Elements and improvements for the purpose of improving the Common Elements and facilities and in aid thereof to mortgage said property; providing, however, that the rights of any holder of such a mortgage shall be subordinate to the rights of the Owners hereunder; and in no event shall any holder of such a mortgage have the right to terminate the Condominium Regime established by this Declaration.

(3) ~~The right and duty of the Association to suspend the voting rights and the right to the use of the common facilities by an owner for any period during which any assessment against the Owner's Condominium Unit remains unpaid.~~

(4) The right of Declarant, or the Association after the Declarant Control Period, to dedicate or transfer all or

any part of the Common Elements for utility easements, permits or licenses to any public agency, authority or utility for such purposes, and subject to the conditions of such agency, authority or utility. Such permits, licenses and easements must be for purposes reasonably necessary or useful for the proper maintenance of operation of the Project.

- (5) The right of the Association to adopt, implement and maintain a private security system for the Project consistent with applicable laws.
- (6) The right of the Association to adopt and implement Rules and Regulations governing traffic within the Common Elements, and to establish sanctions for any violation or violations of such Rules and Regulations  
(In no event, however, shall there be any restriction upon any Unit Owner's right of ingress and egress to its Unit.)
- (7) The right of the Association to regulate noise within the Project, including, without limitation, the right of the Association to require mufflers on engines and to prohibit the use of devices producing excessive noise.
- (8) The right of the Association to control the visual attractiveness of the Project, including, without limitation, the right to require Owners to eliminate objects which are visible from the Common Elements and which, in the Association's judgment, detract from the visual attractiveness of the Project.
- (9) The right of the Board of Managers of the Association to assign parking places to specific Units in the event it determines same is in the best interest of the Project.

(a) Membership, Voting, Quorum, Proxies.

- (1) Membership. Any person on becoming an Owner of a Condominium Unit shall automatically become a Member of the Association. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with the Project during the period of such ownership and membership of the Association, or impair any rights or remedies which the Board of Managers of the Association or others may have against such former Owner and Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Managers may, if it so elects, issue one (1) membership card to the Owner(s) of a Condominium Unit. Such membership card shall be surrendered to the Secretary of the Association whenever ownership of the Condominium Unit designated thereon shall terminate.
- (2) Voting. Unit ownership shall entitle the Owner(s) to cast one (1) vote per Unit in the affairs of the Association, which vote shall be weighted to equal the Percentage Interest ownership of the Unit Owner in the Common Elements. The combined weighted votes calculated in accordance with Exhibit "C" shall equal one hundred per cent (100%).
- (3) Quorum. That number of Unit Owners entitled to cast thirty-three per cent (33%) of the votes of the Association shall constitute a quorum.

- (4) Proxies. Votes may be cast in person or by proxy.

Proxies may be filed with the Secretary before the appointed time of each meeting, and the use of proxies shall be further limited in the manner set forth in the By-Laws.

(f) Insurance.

- (1) The Association shall obtain and maintain at all times insurance of the type and kind provided hereinafter, including such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to any Condominium Buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in The State of Texas. The insurance shall be carried in blanket policy form naming the Association and all Mortgagees as the insured. In addition, each policy

or policies shall identify the interest of each Condominium Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee. Further, the policy shall

insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Each Owner irrevocably designates the Board of Managers of the Association as Attorney-in-Fact to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be cancelled by either the insured or the insurance

company until after thirty (30) days' prior written notice to each First Mortgagee. The Board of Managers shall, upon request of any First Mortgagee, promptly furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

- (2) The Association shall keep a comprehensive policy or policies of ~~public liability insurance covering the~~ Common Elements of the Project and such policy or policies shall include a ~~Severability of Interest Endorsement~~ ~~or equivalent coverage which will~~ ~~preclude the insurer from denying the claim of a Unit Owner because of negligent acts by the Association,~~ ~~its Board of Managers or a Unit Owner.~~ Such policy or policies shall be in amounts of not less than One Hundred Thousand and No/100 Dollars (\$100,000.00) per person, Three Hundred Thousand and No/100 Dollars (\$300,000.00) per accident and Fifty Thousand and No/100 Dollars (\$50,000.00) property damage, plus an ~~umbrella policy for not less than One Million~~ Dollars and No/100 Dollars (\$1,000,000.00) for all claims for personal injury, including death, and/or property damage arising out of a single occurrence; and the policy shall include water damage liability, liability for nonowned and hired automobiles, liability for property of others and such other coverage as is customarily deemed necessary with respect to projects similar in nature.

- (3) The Association shall keep a policy or policies of (i) ~~liability insurance insuring the Board of Managers,~~ ~~officers and employees of the Association against any~~ ~~claims, losses, liabilities, damages or causes of action~~ ~~arising out of or in connection with, or resulting~~

from any act done or omission to act by any such person or entities; (ii) workmen's compensation as required under the laws of The State of Texas; and (iii) such other insurance as deemed reasonable and necessary in order to protect the Project, the Unit Owners and the Association.

- (4) The Association shall be responsible for obtaining insurance upon the Units, including all fixtures, installations or additions thereto contained within the unfinished interior surfaces of the perimeter walls, floors and ceilings of such Unit, as initially installed, or replacements thereof. The Association shall not be responsible for procurement or maintenance of any insurance covering the liability of any Unit Owner not caused by or connected with the Association's operation or maintenance of the Project. Each Unit Owner may obtain additional insurance at his own expense for his own benefit. Adequate insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of each Unit Owner, and are specifically required, and each Unit Owner must furnish a copy of his insurance policy to the Association promptly upon demand.

- (5) Any insurance obtained by the Association or a Unit Owner shall contain appropriate provisions whereby ~~the insurer waives its right of subrogation as~~ to any claims against the Unit Owners, Association or their respective servants, agents, guests or invitees.

15. RIGHT OF ENTRY. The Owners shall have the irrevocable right to be exercised by the Board of Managers of the Association to have access to each Unit from time to time as may be necessary for the following purposes:

- (a) The making of repairs therein;
- (b) Performing necessary maintenance or repairs to the Common Elements for which the Association is responsible;
- (c) Abate any nuisance or dangers, unauthorized, prohibited or unlawful activity conducted or maintained in such Unit;
- (d) Protecting the property rights and welfare of the other Owners; and
- (e) Enforcing the provisions of this Declaration of Condominium and the By-Laws or Rules and Regulations promulgated hereunder.

~~Except in the event of emergency, such right of entry shall be exercised only in the presence of the Owner or other occupant of the Unit which is entered.~~ In all events, such right of entry shall be exercised in such a manner as to avoid any unreasonable or unnecessary interference with the position, use or enjoyment of the Unit by the Owner or occupant thereof; and shall, whenever possible, be preceded by reasonable notice to the Owner or occupant thereof. In the event that any damage is caused to the property of any Owner in connection with the exercise of any such right of entry, such damage shall be repaired at the expense of the Association and the Board is hereby authorized to expend Common Expense Funds therefor.

16. OWNER'S RESPONSIBILITY FOR MAINTENANCE OF UNIT. An Owner shall maintain and keep in repair the interior of its own Unit, including the fixtures, amenities and other appurtenances therein located. All fixtures and equipment, including the heating and air conditioning system installed within the Units, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Unit, shall be maintained and kept in repair by the Owner thereof. Without limitation on the generality of the foregoing, an Owner shall maintain and keep in good repair (and replace, if so required) the air conditioning system, hot water heater unit, fans, ductwork, heating unit, cooling coils, electrical wiring and appurtenances and telephone equipment utilized in and for its unit; as well as all other fixtures (similar or otherwise) situated within or installed into the Limited

Common Elements appurtenant to such Unit; and an Owner shall be obliged to promptly repair and replace any broken or cracked windows, window screens, doors or glass therein that might be so broken or cracked.

Notwithstanding anything to the contrary contained in this Article 16, an Owner, when exercising his right and responsibility of repair, maintenance, replacement or remodeling, as herein defined, shall never alter in any manner whatsoever the exterior appearance of its Unit nor make any structural additions, alterations, changes or additions to a Unit or to the Limited Common Elements (including the painting, refinishing, or refurbishing thereof) without the prior written consent of the Association or its Architectural Committee which the Association hereby reserves the right to establish and/or appoint. Declarant hereby assigns to each Unit Owner any and all warranties received from subcontractors and suppliers pertaining to items which are the responsibility of Unit Owners herein.

An Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding its Unit, nor shall such Owner be deemed to own the utilities running through its Unit which are utilized for, or serve more than one Unit, except as a tenant in common with the other Owners. An Owner, however, shall be deemed to own and shall maintain the inner decorated and/or finished surfaces of the perimeter and interior walls, floors and ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing materials.

The Limited Common Areas shall be maintained in their present condition by the Association unless the Owner of the Unit to which same are attributable is otherwise obligated to maintain such Limited Common Elements under other provisions hereof. If any Owner shall make any modifications or changes thereto, then any additional expenses for the maintenance and repair thereof shall be the responsibility of the Owner having use of the altered Limited Common Element. The General Common Elements shall be maintained by the Association. Notwithstanding the foregoing, any expenses for maintenance or repairs to General Common Elements arising from the negligence or misuse of an Owner shall be the



responsibility of such Owner, and the Association shall have the right to assess such Owner for any such expenses; and, any such assessments shall be subject to the lien rights reserved by the Association in Article 20 hereof if not paid within ten (10) days from demand.

17. INTERFERENCE WITH STRUCTURAL SOUNDNESS OF BUILDING.

An Owner shall do no act nor any work in or to any Unit or Common Element, that will impair the structural soundness or integrity of the Buildings or other improvements of the Project; impair any easement or hereditament or otherwise adversely affect the Buildings or Common Elements. No Owner shall in any way alter, modify, add to, or otherwise perform any work whatever upon any of the Common Elements, without the prior written consent of the Board of Managers.

18. DIMENSIONS. It is expressly agreed, and each and every purchaser of a Unit, its heirs, executors, administrators, assigns, successors and grantees hereby agree, that the square footage, size, and dimensions of each Unit as set out and shown in this Declaration (as set out in Exhibits "B," "C" and "D" hereto), are approximate and are shown for descriptive purposes only, and that Declarant does not warrant, represent, or guarantee that any Unit actually contains the area,

square footage, or dimensions shown by the plat thereof. Each purchaser and Owner of a Unit or interest therein, has had full opportunity and is under a duty to inspect and examine the Unit purchased by it prior to its purchase thereof, and by acceptance of a Deed to its Unit agrees that the Unit is purchased as actually and physically existing. Each purchaser of a Unit by acceptance of its deed will be deemed as waiving any claim or demand which it may have against Declarant or any other person whomsoever, on account of any difference, shortage, or discrepancy between the Unit as actually and physically existing and as it is shown on the respective plat thereof which is attached as an exhibit hereto. It is specifically agreed that in interpreting Deeds, Mortgages, Deeds of Trust, and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the Unit or of any Unit reconstructed in substantial accordance with the original Plans thereof

shall be conclusively presumed to be the boundaries, regardless of settling, arising or lateral movement of the Building and regardless of variances between the boundaries shown on the plat and those of the Building.

19. COMPLIANCE WITH PROVISIONS OF DECLARATION AND BY-LAWS. Each owner shall strictly comply with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by an aggrieved Owner or the Managing Agent or Board of Managers on behalf of the Owners or, in a proper case, by an aggrieved Owner against another Owner or against the Association.

20. MAINTENANCE ASSESSMENTS.

(a) Assessments for Common Expenses. All Owners shall be obligated to pay the estimated Assessments imposed by the Association to meet the Common Expenses. Assessments for the estimated Common Expenses shall be due monthly in advance on or before the first (1st) day of each month. ~~Failure to pay by the tenth (10th) day of each month shall require the imposition and assessment of a late charge equal to five per cent (5%) of the assessment then past due, which said sum shall defray administrative expenses of the Association attributable to late payments.~~ Contribution for monthly Assessments shall be prorated if the ownership of a Condominium Unit commences on a day other than the first (1st) day of a month.

(b) Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, and welfare of the Owners of Units in the Project, and in particular, for the improvement, maintenance and preservation of the Project, the services and the facilities devoted to said purposes that are related to the use and enjoyment of both the Common Elements and the Units situated within the Project. ~~Such uses may include, but are not limited to, the costs to the Association of the~~

following all insurance, repair, replacement and maintenance of the Common Elements; fire, extended coverage, vandalism, malicious mischief and liability insurance for the Condominium Units; management costs, taxes, legal and accounting fees as may from time to time be authorized by the Association, construction of other facilities; maintenance of easements upon, constituting a part of, appurtenant to or for the benefit of the Project; mowing grass, caring for the equipment, entryways, management office, and mailroom; roofs and exterior surfaces of all Buildings; garbage pickup, pest control; driveway maintenance; outdoor lighting; security service for the Project; water and sewer service furnished to the Property by or through the Association; discharge of any liens on the Common Elements; and other charges required by this Condominium Declaration, or other charges that the Association is authorized to incur. In addition, the Association shall establish a reserve for repair, maintenance and other charges as specified herein, such reserve to be created and established out of the Assessments payable hereunder.

(c) Determination of Assessments. The Assessments shall be determined by the Board of Managers based upon the cash requirements necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements. This determination may include, among other items, taxes, governmental assessments, landscaping and grounds care, Common Element lighting, repairs and renovation, garbage collections, wages, water charges, legal and accounting fees, management costs and fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, expenses incurred in the operation and maintenance of recreation and administrative facilities, payment of any deficit remaining from a previous period and the creation of a reserve contingency fund. The omission or failure of the Board to fix the Assessment for any month shall not be deemed a waiver, modification or a release of the Owners from the obligation to pay.

(d) Basis of Assessment and Maximum Monthly Assessment.

(1) The monthly Assessments shall be made according to each Owner's Percentage Interest in and to the Common Elements provided in Exhibit "C" attached hereto.

(2) As of January 1 of the year immediately following the conveyance of the first Condominium Unit to an Owner other than the Declarant, the Association may set the monthly Assessment for the next succeeding twelve

(12) month period at an amount which shall not exceed

one hundred fifty per cent (150%) of the monthly

Assessment allowed for January of the preceding year.

If the Board determines at any time during the calendar year that a greater increase of the monthly Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board may call a special meeting of the Owners. By the assent of a two-thirds

(2/3rds) vote of the quorum of Owners present at

such meeting, in person or by proxy, the monthly

Assessment may be set at whatever level such Owners

approve. The new Assessment shall become the basis

for future annual increases using the one hundred

fifty per cent (150%) formula as above outlined.

(3) The Board of Managers shall have authority to lower the monthly Assessment if it deems feasible.

(e) Special Assessments for Improvements. In addition to the annual Assessments authorized above, at any time the Association may levy in any calendar year a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Common Elements, including the necessary fixtures and personal property related thereto; provided, that any

such Assessment shall be approved by a two-thirds (2/3rds) vote of the quorum of Owners voting in person or by proxy at a meeting duly called for this purpose. The Declarant will be treated as all other Unit Owners for purposes of special Assessments.

(f) Commencement of Assessments. The monthly Assessments provided for herein shall commence that date that the first Unit is conveyed by Declarant to an Owner and shall be due on the first (1st) day of each and every month. The Assessments shall be prorated if the ownership of a Unit commences on a day other than the first (1st) day of the month. On Units owned by Declarant that are not occupied, Declarant shall be required to pay to the Association a sum equal to one-fourth (1/4th) of the assessment that would have been otherwise due for each such Unit owned by Declarant. On each Unit owned by Declarant that is occupied, Declarant shall be required to pay full assessments. Upon the conveyance of a Unit by Declarant, the full assessment shall begin to accrue thereon in the event it has not theretofore commenced by virtue of having been previously occupied. The Board shall fix the amount of the monthly Assessments against each Unit at least thirty (30) days prior to January 1 of each year; provided, however, that the Board shall have a right to adjust the monthly assessments, as long as any such adjustment does not exceed the maximum permitted hereunder, with thirty (30) days' written notice given to each Owner. Written notice of the monthly Assessment adjustment shall be sent to every Owner subject thereto. The due date shall be established by the Board, and unless otherwise provided or unless otherwise agreed by the Association, the Board shall collect the Assessments monthly in accordance with Paragraph (a) hereof.

(g) No Exemption. No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of its Unit.

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(h) Lien for Assessments.

(1) All sums assessed but unpaid by a Unit Owner for its share of Common Expenses chargeable to its respective Condominium Unit, including interest thereon at eighteen per cent (18%) per annum, shall constitute a lien on such Unit superior to all other liens and encumbrances, except only for:

( i) All taxes and Special Assessments levied by governmental and taxing authorities; and

(ii) All liens securing sums due or to become due under any duly recorded deed or deed of trust.

(2) To evidence such lien the Association may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such notice shall be signed by one (1) of the Board of Managers and may be recorded in the Office of the County Clerk of Bexar County, Texas. Such lien for the Common Expenses shall attach from the date of the failure of payment of the Assessment. Such lien may be enforced by foreclosure of the defaulting Owner's Condominium Unit by the Association. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Article 3810 of the Revised Civil Statutes of The State of Texas, or in any manner permitted by law. Each Owner, by accepting a deed to his Unit, expressly grants to the Association a power of sale, as set forth in said Article 3810, in connection with the Assessment lien. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such

proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Condominium Unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect same. The Association shall have the power to bid in the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

- (3) The amount of the Common Expenses assessed against each Condominium Unit shall also be a debt of the Owner thereof at the time the Assessment is made.

~~Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same.~~

- (4) In addition, to the extent permitted by law, Declarant reserves and assigns to the Association, without recourse, a vendor's lien against each Unit to secure payment of an Assessment or Special Assessment which is levied, pursuant to the terms hereof. Said liens may be enforced by appropriate judicial proceedings and the expenses incurred in connection therewith, including, but not limited to, interest, costs and reasonable attorney's fees, shall be included in the lien amount to the extent permitted by law and chargeable to the Owner in default. Such lien shall be subordinate and inferior to those liens listed in (h)(1)(i) and (ii) of this Article 20.

- (5) Any encumbrancer holding a lien on a Condominium Unit may pay any unpaid Common Expense payable with respect to such Unit; and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrance.

(i) Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein, together with late charges, interest and fines, shall be subordinate to the lien of any recorded mortgage or mortgages granted or created by the Owner of any Condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit. Sale or transfer of any Unit shall not affect the Assessment lien; provided, however, that the sale or transfer of any Condominium Unit, pursuant to a foreclosure, a deed in lieu of foreclosure, assignment in lieu of foreclosure under such purchase money or improvement mortgages or deeds of trust shall extinguish the lien of such Assessments as to payments thereof coming due prior to such sale or transfer, except for claims for its pro rata share of such Assessments resulting from a reallocation among all Units, which reallocation, if necessary, will require a readjustment of the Common Assessment as provided in Paragraph (d)(2) of this Article 20. No sale or transfer shall relieve such Condominium Unit, or the Owners thereof, from liability for any Assessments thereafter becoming due or from the lien thereof.

(j) Statement of Assessments. Upon the written request of any Owner or any encumbrancer or prospective encumbrancer of a Condominium Unit, the Association, by its Board of Managers, shall issue a written statement setting forth the unpaid Assessments, if any, with respect to the subject Unit, the amount of the current monthly Assessments, the date of such Assessment and the due date, credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid Assessments which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The Purchaser, Donee or other transferee of a Unit, by deed or other writing (herein called "Grantee"), shall be jointly and severally



liable with the transferor of such Unit (herein called "Grantor") for all unpaid Assessments against the latter for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee. The Grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid Assessments, if any, with respect to the subject Unit, the amount of the current monthly Assessment and the date such Assessment becomes due, as well as any credit for advanced payments or for prepaid items, including, but not limited to, insurance premiums. This statement shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid Assessments against the subject Condominium Unit accruing prior to such ten (10) day period.

21. UTILITIES.

(a) Owner's Rights and Duties. The rights and duties of the Owners of Units within the Project with respect to utilities shall be as follows:

- (1) Each Owner shall pay for his own utilities which are separately metered and billed to each Unit by the respective utility companies or submetered and billed to each Unit by the Association. Any such utility expenses billed to each Unit by the Association shall be deemed to be Special Assessments hereunder and shall be secured by the lien reserved in Article 20 hereof. Utility expenses which are not metered or submetered and separately billed shall be part of the Common Expenses, and each Owner shall pay his pro rata share thereof as in the case of other Common Expenses.



(c) Association's Duties. The Association shall maintain all utility installations located in the Common Elements except for those installations which are otherwise required to be maintained by Owners under this Declaration or those maintained by utility companies, public, private or municipal. In the event any such installations are damaged through the negligence or misuse of an Owner, such Owner shall be responsible for any expenses incurred by the Association arising from such misuse or negligence, such expenses to be paid upon demand. The Association shall pay all charges for utilities supplied to the Project except those metered or submetered and charged separately to the Units.

(a) Association as Attorney-in-Fact. This Declaration hereby makes mandatory the irrevocable appointment of an attorney-in-fact to deal with the Property upon its destruction or obsolescence. Title to each Condominium Unit is declared and expressly made, subject to the terms and conditions hereof, and acceptance by any grantee of a Deed from Declarant or from any Owner shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Board of Managers of THE SEVILLE OFFICE PARK OWNERS ASSOCIATION, their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Property upon its destruction, obsolescence or condemnation as is hereafter provided. As attorney-in-fact, the Association, by its Board of Managers, shall have full and complete authorization, right and power to make, execute and deliver any Contract, Deed or any other instrument with respect to the interest of a Condominium Unit Owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding subparagraphs means restoring the

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improvement(s) to substantially the same condition in which it existed prior to the damage, with each Unit and the General and Limited Common Elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements unless the Owners and First Mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

(b) Fire or Other Casualty.

- (1) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.
- (2) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s) and if such damage is not more than sixty-six and two-thirds per cent (66-2/3%) of all of the Buildings, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of special Deficiency Assessments to be made against all of the Owners and their Condominium Units. Such Deficiency Assessments shall be a Common Expense made pro rata according to each Owner's Percentage Interest in and to the General Common Elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or reconstruction of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the Assessment. The Deficiency Assessment provided for

herein shall be a debt of each Owner and a lien on its Condominium Unit and may be enforced and collected as is provided in Article 20. The lien provided for herein shall be subordinate to any recorded first lien mortgage, as provided in Paragraph (i) of Article 20. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such Deficiency Assessment within the time provided; and if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (i) For payment of the balance of the lien of any First Mortgage;
  - (ii) For payment of taxes and Special Assessment Liens in favor of The State of Texas and any political subdivision, special improvement district or other taxing or assessing authority;
  - (iii) For payment of unpaid Common Expenses and Special Assessments;
  - (iv) For payment of junior liens and encumbrances in order of and to the extent of their priority; and
  - (v) The balance remaining, if any, shall be paid to the Condominium Unit Owner.
- (3) If more than sixty-six and two-thirds per cent (66-2/3%) of all of the Buildings, not including Land, are destroyed or damaged, and if the Owners representing an aggregate Ownership Interest of eighty per cent (80%) of the Common Elements of the condominium do

not voluntarily, within one hundred (100) days thereafter, make provisions for reconstruction, which plan must have the approval or consent of eighty per cent (80%) of the First Mortgagees, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire remaining Premises shall be sold by the Association, as attorney-in-fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Unit Owner's Interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into separate accounts in a number equal to the number of Units in the Regime, each such account representing one of the Condominium Units. Each such amount shall be in the name of the Association and shall be further identified by the number of the Unit and the name of the Owner. There shall be added to each such account the apportioned amount of the proceeds derived from the sale of the Entire Property. Such apportionment shall be based upon each Condominium Unit Owner's interest in the General Common Elements. The total funds of each account shall be used and disbursed without contribution from one account to another by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph (b)(2)(i) through (v) of this Article 22. Any decision to terminate the condominium status, as herein provided, must have the approval of First

Mortgagees holding mortgages on Units which have at least fifty-one per cent (51%) of the votes of the Association.

- (4) If the Owners representing an aggregate Ownership Interest of eighty per cent (80%) of the Common Elements of the Condominium Units adopt a plan for reconstruction, which plan has the unanimous approval of eighty per cent (80%) of the First Mortgagees, then all of the Owners shall be bound by the terms and other provisions of such plan. Any Assessment made in connection with such plan shall be a Common Expense and made pro rata according to each Owner's Interest in the General Common Elements and shall be due and payable as provided by the terms of such plan but not sooner than thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an Owner to pay the Assessment. The Assessment provided for herein shall be a debt of each Owner and a lien on this Condominium Unit and may be enforced and collected as is provided in Article 20, but shall be subordinate to any prior recorded first mortgage. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any Owner refusing or failing to pay such Assessment within the time provided; and if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent Owner shall be sold by the Association. The proceeds derived from sale of such Condominium Unit shall be used and disbursed by the Association, as attorney-





(2) The Owners representing an aggregate Ownership Interest of one hundred per cent (100%) of the Common Elements of the Condominium with the unanimous consent of all First Mortgagees, may agree that the condominium project, including the General Common Elements of the Property, are obsolete and that the same should be sold. In such instance, the

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- 77

Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the Entire Premises shall be sold by the Association, as attorney-in-fact, for all of the Owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The sales proceeds shall be apportioned between the Owners on the basis of each Owner's Interest in the General Common Elements, and such apportioned proceeds shall be paid into separate accounts equalling the number of Units in the Regime, each such account representing one Condominium Unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the Condominium Unit and the name of the Owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such funds without contribution from one fund to another for the same purposes and in the same order as is provided in subparagraph (b)(2)(i) through (v) of this Article 22.

(d) Limitations on Restoration. Any restoration, reconstruction or repair of the Project shall be performed substantially in accordance with this Declaration and the original Plans and specifications, unless such action is approved by the First Mortgagees holding the mortgages on Units which have at least fifty-one per cent (51%) of the votes of the Association.

23. JUDICIAL PARTITION. There shall be no judicial partition of the Common Elements, nor shall Declarant or any person acquiring any interest in the Project or any part thereof seek any such judicial partition until the happening of the conditions set forth in Article 22 hereof in the case of damage or destruction or unless the Property has been removed

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from the provisions of the Texas Condominium Act; provided, however, that if any Condominium Unit shall be owned by two (2) or more co-tenants, as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition between such co-tenants, but such partition shall not affect any other Condominium Unit.

24. CONDEMNATION.

(a) If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association, as attorney-in-fact, and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Condominium Unit. The expense of participation in such proceedings by the Association shall be borne by the Common Fund. The Association, as attorney-in-fact, is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association, as attorney-in-fact, and such damages or awards shall be applied as provided herein. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements (together with or apart from any Condominium Unit), the Association, as attorney-in-fact for each Owner, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such Property to the condemning authority in lieu of such condemnation proceeding.

(b) With respect to any such taking, all damages and awards shall be determined for the taking of the individual Units and for the taking of the Common Elements and for each Owner's interest therein.

After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner (or each First Mortgagee as its interest may appear) for the loss of the individual Unit plus an amount in proportion to his percentage or fractional ownership interest in the Common Elements to be applied or paid as set forth in Paragraphs (b)(2)(i) through (v) of Article 22 hereof, unless restoration takes place as herein provided. The Association, if it deems advisable, may call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore, as far as possible, the Common Elements so taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Association, as attorney-in-fact, on behalf of the Owners. In the event that such eminent domain proceedings results in the taking of or damage to one (1) or more, but less than sixty-six and two-thirds per cent (66-2/3%) of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

- (1) The Association shall determine which of the Condominium Units damaged by such taking may be made tenantable for the purposes set forth in this Declaration, taking into account the nature of this Condominium Project and the reduced size of the Condominium Unit so damaged.
- (2) The Association shall determine whether it is reasonably practicable to operate the remaining Condominium Units of the Project, including those damaged Units which may be made tenantable, as a Condominium in the manner provided in this Declaration.

- (3) In the event the Association determines that it is not reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable, then the Condominium Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants in common, in the proportionate ownership interest previously owned by each Owner in the Common Elements. Any decision to terminate the condominium status of the Project must have the approval of First Mortgagees holding the mortgages on Units which have at least fifty-one per cent (51%) of the votes in the Association.
- (4) In the event the Association determines it will be reasonably practicable to operate the undamaged Condominium Units and the damaged Units which can be made tenantable as a Condominium Unit, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and to reconstruct such Condominium Unit so that it is made tenantable. The restoration shall be performed in accordance with this Declaration and the original Plans and specifications, unless other action is approved by holders of mortgages on the remaining Units which have at least fifty-one per cent (51%) of the votes in the Association. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Condominium Units which are tenantable. With respect to those Units which may not be tenantable, the award made shall be paid as set forth in Paragraphs (b)(2)(i) through (v) of Article 22 hereof; and the remaining portion of such





Units, if any, shall become part of the Common Elements. Upon the payment of such award for the account of such Owner as provided herein, such Condominium Unit shall no longer be a part of the Condominium Project, and the proportionate ownership interest in the Common Elements appurtenant to each remaining Condominium Unit which shall continue as part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interest in the Common Elements among the reduced number of Owners based upon the square footage of the individual remaining Units in proportion to the total square footage of all the remaining Units. If sixty-six and two-thirds per cent (66-2/3%) or more of the Condominium Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units or their First Mortgagees (as their interests may appear), as provided herein; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Condominium Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants in common in the proportionate ownership interest previously owned by each Owner in the Common Elements. The Owners representing an aggregate ownership interest of sixty-six and two-thirds per cent (66-2/3%) of the Common Elements and holders of first mortgages on Units which have at least fifty-one per cent (51%) of the votes on Units subject to first mortgages may agree that the Property should be sold. In such instance, the Association shall record a notice setting forth such fact or facts; and

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upon the recording of such notice by the Association's authorized officers, the entire Premises shall be sold by the Association, as attorney-in-fact, for all of the Owners, free and clear of the provisions contained in the Declaration, the Plat and the By-Laws. The sales proceeds shall be apportioned between the Owners and First Mortgagees as their interests may appear on the basis of each Owner's proportionate ownership interest in the regrouped estate. Any damages, awards, or sales proceeds provided in this paragraph to be paid to or for the account of any Owner by the Association shall be applied as set forth in Paragraphs (b)(2)(i) through (v) of Article 22 hereof.

25. PROTECTION OF MORTGAGEE.

(a) Notice to Association. An Owner who mortgages its Unit shall notify the Association, giving the name and address of his Mortgagee. Each Mortgagee shall be permitted to notify the Association of the fact that such Mortgagee holds a deed of trust or mortgage on a Condominium Unit. The Board shall maintain such information in a book entitled "Mortgagees of Condominium Units."

(b) Notice of Default; Lapse in Insurance. The Association shall notify a First Mortgagee in writing, upon written request of such Mortgagee, identifying the name and address of the Mortgagee and the Unit number of any default by the Mortgagor in the performance of such Mortgagor's obligations, as set forth in this Declaration, which is not cured within sixty (60) days. The Association, upon written request, shall notify a First Mortgagee of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(c) Examination of Books. The Association shall permit First Mortgagees to examine the books and records and financial statements of the Association during normal business hours upon request and shall provide, upon request, current copies of the Declaration; By-Laws and Rules and Regulations of the Association.

(d) Reserve Fund. The Association shall establish adequate reserve funds for replacement of Common Element components and fund the same by regular monthly payments rather than by extraordinary Special Assessments. In addition, there shall be established a working capital fund for the initial operation of the Condominium Project equal to at least two (2) months' estimated Common Assessments charge for each Unit, said deposit to be collected at closing of each Unit sale.

(e) Annual Audits. The Association shall furnish each First Mortgagee, upon the written request of such Mortgagee, an annual financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association, and shall furnish its most recent financial statement at any time to a requesting First Mortgagee within thirty (30) days from the date of such request, all at no expense to such First Mortgagee.

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

(g) Notice of Damage or Destruction. The Association shall furnish the First Mortgagees timely written notice of any substantial damage or partial destruction of any Unit on which the First Mortgagee holds the mortgage if such loss exceeds Ten Thousand and No/100 Dollars (\$10,000.00), and of any part of the Common Elements if such loss exceeds Ten Thousand and No/100 Dollars (\$10,000.00).

(h) Management Agreements. Any Management Agreement and/or Service Contract and/or Lease entered into by the Association affecting the Project will be terminable by the Association without cause and without payment of a termination fee upon ninety (90) days' or less' written notice, and the term of any such Management Agreement will not exceed the period of three (3) years, renewable

by agreement of the parties to such Agreement for successive one (1) year periods. In the event of the termination of such Management Agreement, as provided herein, the Association shall enter into a new Management Agreement with a new Managing Agent prior to the effective date of the termination of the old Management Agreement.

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

26. TAXES. Ad valorem taxes, Assessments and other charges of the City, County, State, or other political entities, or any special district thereof, shall be separately assessed, and each Condominium Unit Owner shall pay, at his own personal expense, all Tax Assessments against his unit. Such taxes are not part of the Common Expenses. However, taxes on personal property owned by the Association as part of the Common Elements shall be paid by the Association as a Common Expense.

27. LIMITATION OF RESTRICTIONS ON DECLARANT. Declarant is undertaking the construction and development of the Condominium Project. The completion of that work and the sale, rental and other disposal of Condominium Units is essential to the establishment and welfare of the Property. In order that said work may be completed and said Property be established as a fully occupied project as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors or subcontractors, from doing on the Project or any Condominium Unit whatever is reasonably necessary or advisable in connection with the completion of said work in accordance with the terms, conditions and limitations of this Declaration; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project such structures as may be reasonable and necessary for the conduct of his business of completing said work and establishing a project and disposing of the same in Condominium Units by sale, lease or otherwise; or

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(d) Prevent Declarant from maintaining such sign or signs on the Property as may be necessary for the sale, lease or disposition thereof.

## 28. ALTERATION OF BOUNDARIES OF UNITS.

(1) physically combine the space within one Unit with the space within one or more adjoining Units, to redetermine the Percentage Interest of the Units so combined in the Common Elements and to amend the Declaration and Map to include said changes;

(3) partition or subdivide any Unit owned by Declarant into two or more Units, Common Elements, or a combination of Units and Common Elements, to redetermine the Percentage Interest of those Units so partitioned or subdivided, and, if applicable, of all other Units, and to amend the Declaration and Map to include said changes; and

- (4) modify or remodel one or more Units into larger or smaller Units or any combination thereof, to construct, alter, relocate or remove any walls or do any other work which may be necessary to complete such modification or remodeling, to redetermine the Percentage Interest of the Units altered, if any, and to amend the Declaration to include said changes.

(b) Owners' Right to Combine Units. If one person, firm or entity (including Declarant) is the Owner of all or part of two (2) units which are adjoining, whether adjoining vertically (above and below each other) or horizontally (on the same floor of the building), or if two (2) Owners of adjoining units so agree, then such Owner or Owners shall have the right, with the prior written approval of the Board of Managers and the First Mortgagees of such affected Units, to remove all or any part of any intervening partition or floor or to create doorways or other openings in such partition or floor, notwithstanding the fact that such partition or floor may be in whole or in part a Common Element, so long as no portion of any bearing wall or bearing column is weakened or removed and no portion of any Common Element other than that partition is damaged, destroyed or endangered. In any of such events, the Owner or Owners involved may relocate the boundaries between adjoining units by causing an appropriate instrument of amendment to this Condominium Declaration to be prepared and executed by such Owners, which instrument shall be joined in by the President of the Association and recorded. This instrument of amendment shall (i) show the boundaries between those Units which are being relocated, (ii) recite the occurrence of any conveyancing between the Owners of such adjacent Units, and (iii) specify any reasonable reallocation as agreed upon between the Units involved of the aggregate Ownership Interests in the Common Elements pertaining to those units. Such plats and Floor Plans as may be necessary to show the altered boundaries between the Units involved shall be certified as to their accuracy by a registered architect or engineer.



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such annexation. The Board shall thereupon continue to maintain one Common Expense Fund for the collection and disbursement of monies as required and permitted hereby for the maintenance, repair and operation of the expanded Project; and in all respects and meanings, the Project (as expanded) shall be deemed to be a single condominium project for the purposes, and in accordance with the provisions of this Declaration and The Texas Condominium Act. Upon the annexation of additional property by the recordation of one or more Certificates in accordance with this Article 29 the ownership of the Common Elements, Limited Common Elements and the remainder of the Project other than Units shall automatically become, as to each Unit, a Percentage Interest equivalent to the number of square feet of floor area within each Unit divided by the total number of square feet of floor area within all Units in the Project after annexation is completed. Any Certificate recorded in accordance with this Article 29 shall set forth the new Percentage Interest appurtenant to each Unit within the expanded Project. This Declaration, including, but not limited to, this Article 29 does not presently create any interest in or with respect to the property described on Exhibit "G" hereto, and this Declaration shall not affect in any manner all or any part of such property unless and until a Certificate of Annexation is filed with respect thereto in accordance with this Article 29. Declarant herein covenants that at the time of any such annexation, all taxes and other Assessments relating thereto for prior periods shall be paid or otherwise satisfied. Once annexed, Assessments and voting rights attributable to the Units situated in such annexed area shall immediately become effective.

30. MISCELLANEOUS PROVISIONS.

(a) Amendments to Declaration; Approval of Owners and Mortgagees.

- (1) Except for those amendments sanctioned by Articles 28 and 29 hereof, the consent of the Owners of Units to which at least sixty-seven per cent (67%) of the votes in the Association are allocated, the approval of First Mortgagees holding mortgages on Units which have at

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least fifty-one per cent (51%) of the votes of Units subject to mortgages and, upon written request, notice to all First Mortgagees holding mortgages on Units, shall be required to add or amend any material provisions to this Declaration or to the By-Laws which establish, provide for, govern or regulate any of the following:

- ( i) Voting;
- ( ii) Assessments, assessment liens or subordination of such liens;
- ( iii) Reserves for maintenance, repair and replacement of the Common Elements;
- ( iv) Insurance or fidelity bonds;
- ( v) Rights to use of the Common Elements;
- ( vi) Responsibility for maintenance and repair of the Units and Common Elements;
- ( vii) Expansion of the Project;
- (viii) Boundaries of any Unit;
- ( ix) Interests in General and Limited Common Elements;
- ( x) Convertibility of Units into Common Elements, or Common Elements into Units;
- ( xi) Leasing of Units;
- ( xii) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit; or
- (xiii) Any provisions which are for the express benefit of first mortgage holders, insurers, or guarantors of first mortgages.

- (2) ~~The unanimous consent of Owners of Units and the unanimous approval of First Mortgagees shall be required for~~

- ( i) Vacation, waiver, revocation, abandonment or termination of the Project as a condominium regime, except for abandonment or termination provided by the Texas Condominium Act in the event of condemnation proceedings or substantial casualty loss or destruction to the Units and Common Elements;
  - ( ii) Partition or subdivision of any Unit in the Condominium Project, except as provided in Article 28 of this Declaration; however, nothing contained herein shall be construed to prohibit judicial partition by sale of a single Unit owned by two or more persons and division of the sales proceeds;
  - (iii) Abandonment, partition, subdivision, encumbrance, sale or transfer of any of the Common Elements; however, nothing contained herein shall prevent the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the Condominium Project;
  - ( iv) Use of hazard insurance proceeds for any purpose other than the repair, replacement or reconstruction of the Condominium Project, except as provided by the Act in the case of substantial loss or destruction or as otherwise provided in this Declaration.
- (3) Unless otherwise expressly provided in this Article 30 or elsewhere in this Declaration, any of the provisions herein may be amended by the consent of Owners of

Units to which at least sixty-seven per cent (67%) of the votes in the Association are allocated, and the approval of First Mortgagees holding mortgages on Units which have at least fifty-one per cent (51%) of the votes of Units subject to mortgages, but no amendment shall affect the rights given to the Declarant herein during the Declarant Control Period without the written consent of the Declarant.

- (4) Notwithstanding any other provisions to the contrary contained in this Declaration, if so required by the Texas Condominium Act (as it may be hereafter amended), the provisions of this Declaration may be amended only by a meeting of the Unit Owners at which the amendment is approved by the holders of at least sixty-seven per cent (67%) in interest of the Percentage Ownership of the Common Elements; and no amendment to this Declaration may alter or destroy a Unit or a Limited Common Element without the consent of the Owners affected and such Owners' First Mortgagees.
- (5) Any First Mortgagee who receives a written request to approve additions or amendments to the Declaration or By-Laws, and who does not deliver or post to the requesting party a negative response within thirty (30) days, shall be deemed to have approved such request.

(b) Correction of Error. Declarant reserves and shall have the continuing right until the end of the Construction Period, without the consent of the other Owners or any Mortgagee, to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein. Nothing herein contained in this Section (b) shall permit Declarant to alter or change the stated

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prevail

(h) Invalidation of Parts. If any of the provisions of this Declaration or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any provision, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

(i) Omissions. In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purpose hereof, or any part hereof, then such omitted matter shall be supplied by inference and/or by reference to the Act.

(j) Reciprocal Access Easements. Provided Declarant develops that real property presently owned by Declarant surrounding, abutting or adjacent to the Property for a commercial development, Declarant specifically reserves the right and privilege, as a covenant running with the land, for the use and benefit of itself and its assigns, a nonexclusive easement over and upon any thoroughfares situated within the Project for pedestrian and vehicular ingress and egress purposes; provided, further, however, the Owners of any Units situated within the Project shall have a reciprocal nonexclusive right, privilege and easement to use any thoroughfares situated in such surrounding, abutting or adjacent developments for vehicular and pedestrian ingress and egress purposes. Such reciprocal rights, privileges and easements shall be permitted and shall take full force and effect without the necessity of any further instruments or documents being executed and without the further necessity of Declarant formally annexing such surrounding, abutting or adjacent developments to the Condominium Regime.

(k) Texas Condominium Act. The provisions of this Declaration shall be in addition and supplemental to the Texas Condominium Act and to all other applicable provisions of law.

(I) Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed, sealed and delivered by its proper officers this 27<sup>th</sup> day of September, 1983.

O'BANION 5.5, LTD.,  
A Texas Limited Partnership

By: *Melbourne O'Banion II*

DECLARANT

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF BEXAR     §

This instrument was acknowledged before me on September 27, 1983, by Melbourne O'Banion II of O'BANION 5.5, LTD., a Texas limited partnership, on behalf of said partnership.

My Commission Expires: 5/27/85

*Cuth Dell Walker*  
Notary Public, The State of Texas

EVERITT DONALD WALKER  
(Please type or print name)

PLEASE RETURN TO:

Mr. Richard L. Kerr  
Foster, Lewis, Langley, Garnder  
& Banack, Incorporated  
1655 Frost Bank Tower  
San Antonio, Texas 78205  
(5756.002)

EXHIBIT "A"

TO

THE DECLARATION OF  
THE SEVILLE OFFICE PARK

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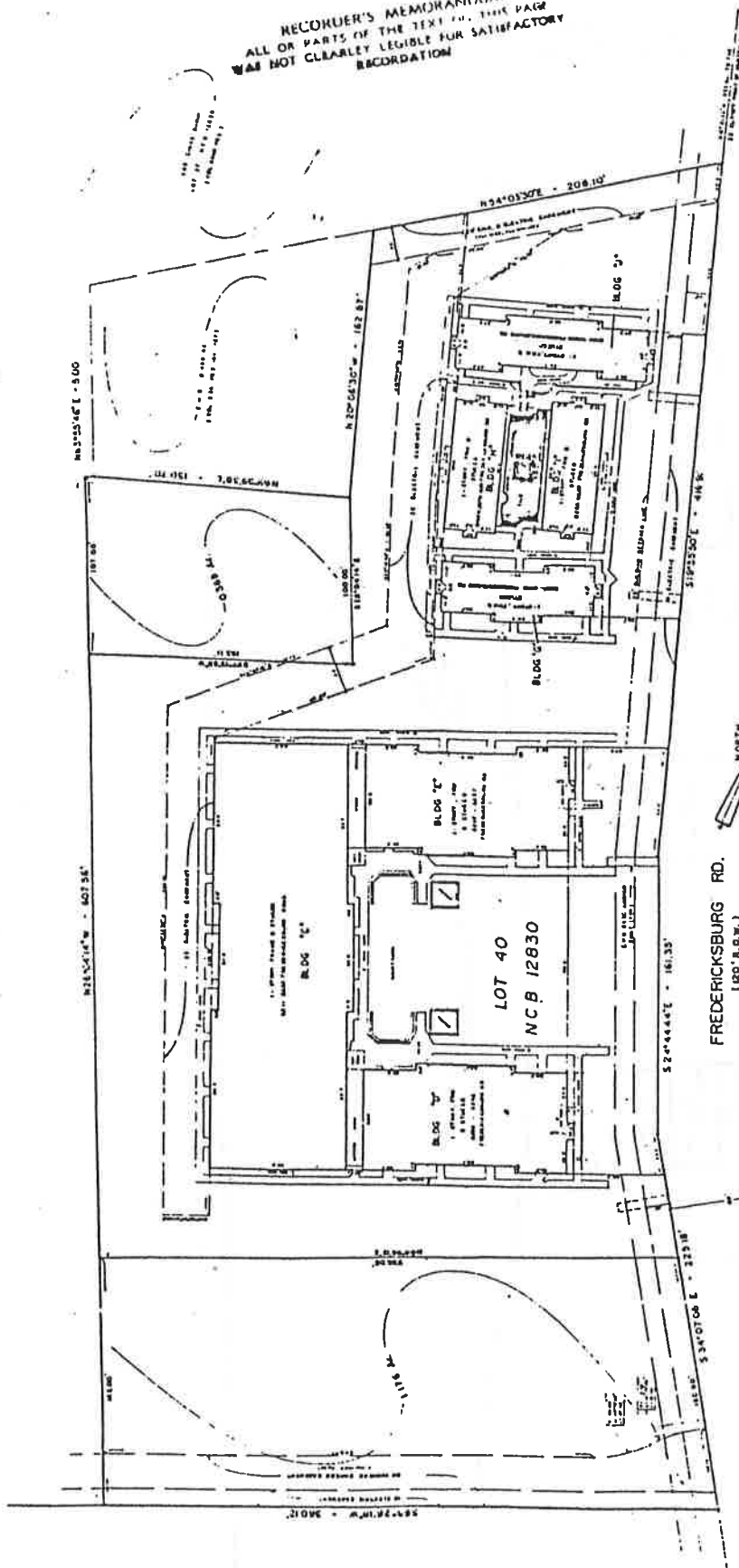
Property Description

Lot 40, New City Block 12830, being The Woods Office Park Subdivision, as recorded in Volume 9400, Page 101, of the Deed and Plat Records of Bexar County, Texas; SAVE AND EXCEPT that one certain 0.369 and 1.176 acres of land out of Lot 40, New City Block 12830 of The Woods Office Park Subdivision; said 0.369 and 1.176 acres of land being more particularly described on Exhibit "G" attached hereto and incorporated herein by reference.

VOL 2931 PAGE 1849



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



I HEREBY CERTIFY THAT THIS PLAT IS  
TRUE AND CORRECT ACCORDING TO AN  
ACTUAL SURVEY MADE ON THE GROUND  
UNDER MY SUPERVISION AND THAT THERE  
ARE NO VISIBLE ENCUMBRANCES ON  
ENCLOSUREMENTS OF BELONGS ON ADJ-  
ACING PROPERTY AND THAT ALL BLD-  
INGS ARE WHOLLY LOCATED ON THIS  
PROPERTY EXCEPT AS SHOWN ABOVE  
THIS 22nd DAY OF JULY 1983  
E. F. BARNHART RPS NC 1708

PLAT SHOWING:  
LOT 40, NCB 12830 BEING THE WOODS  
OFFICE PARK SUBDIVISION AS RECORDED IN  
VOL. 8400, PG. 101 OF THE DEED AND PLAT  
RECORDS OF BEAR CO., TEXAS  
8211 - 8255 FREDERICKSBURG ROAD,  
SAN ANTONIO - BEXAR CO., TEXAS

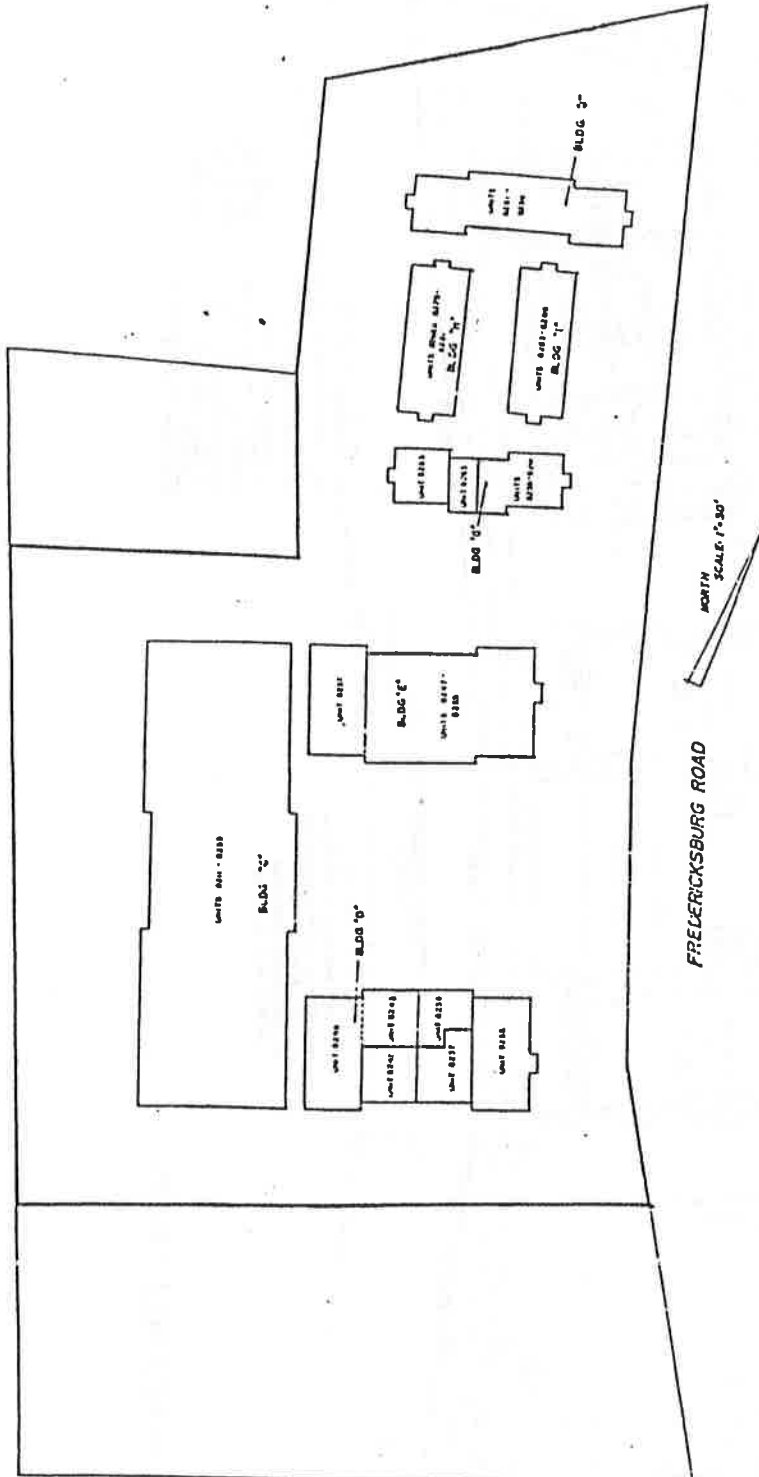
FREDERICKSBURG RD.  
(120' R.O.W.)

050020VAL1667704

SEVILLE OFFICE PARK CONDOMINIUMS  
UNIT LOCATION PLAT

RECORDING'S MEMORANDUM  
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RECORDATION

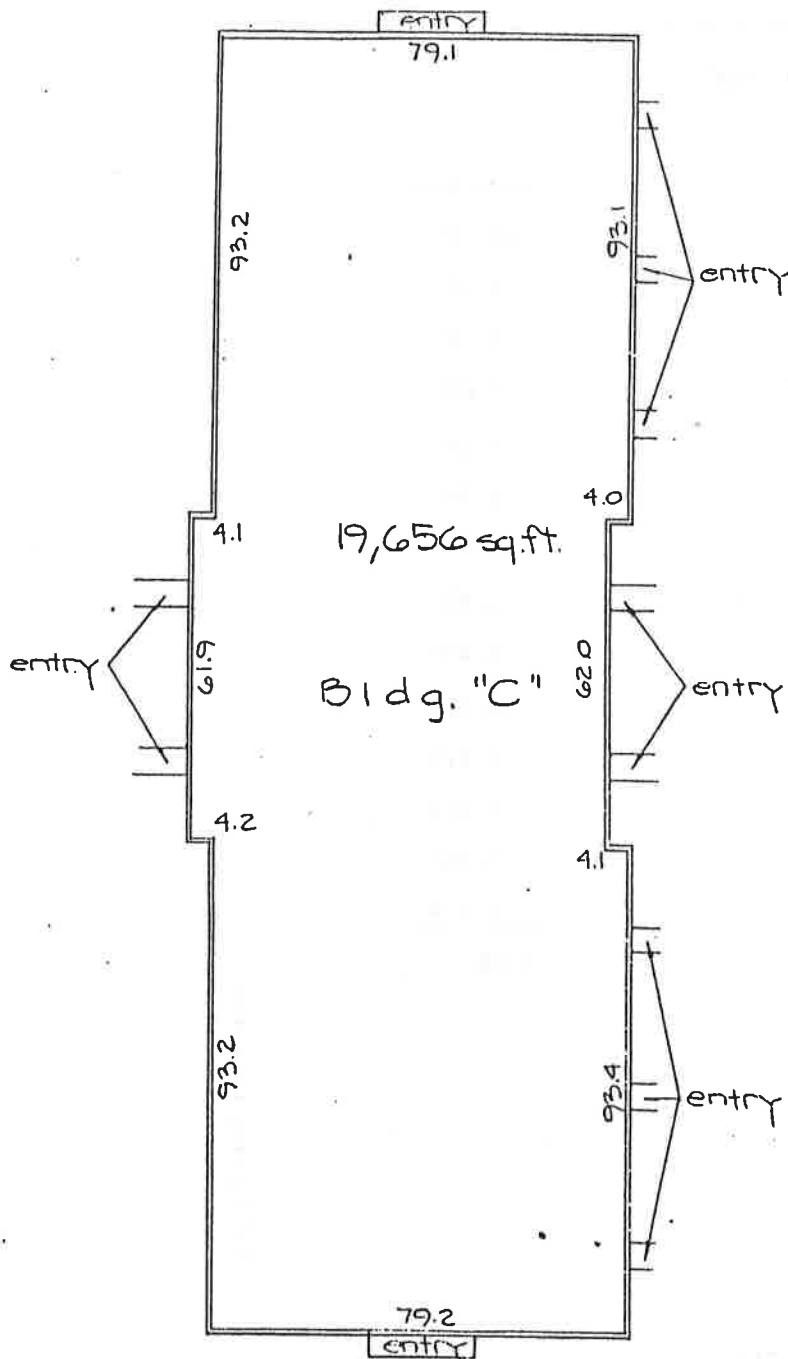
RECORDING'S MEMORANDUM  
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RECORDATION



## OWNERSHIP TABULATION

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EXHIBIT "C"



Plat Showing:  
Units 8211 - 8233, Bldg "C",  
Seville Office Park Condomin-  
iums, San Antonio, Bexar  
Co., Texas

STATE OF TEXAS }  
COUNTY OF BEXAR }

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT  
ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR  
ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT  
ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS  
SHOWN ABOVE.

This 29<sup>th</sup> day of Aug, 1983 A. D.

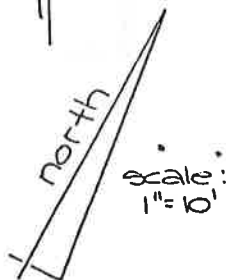
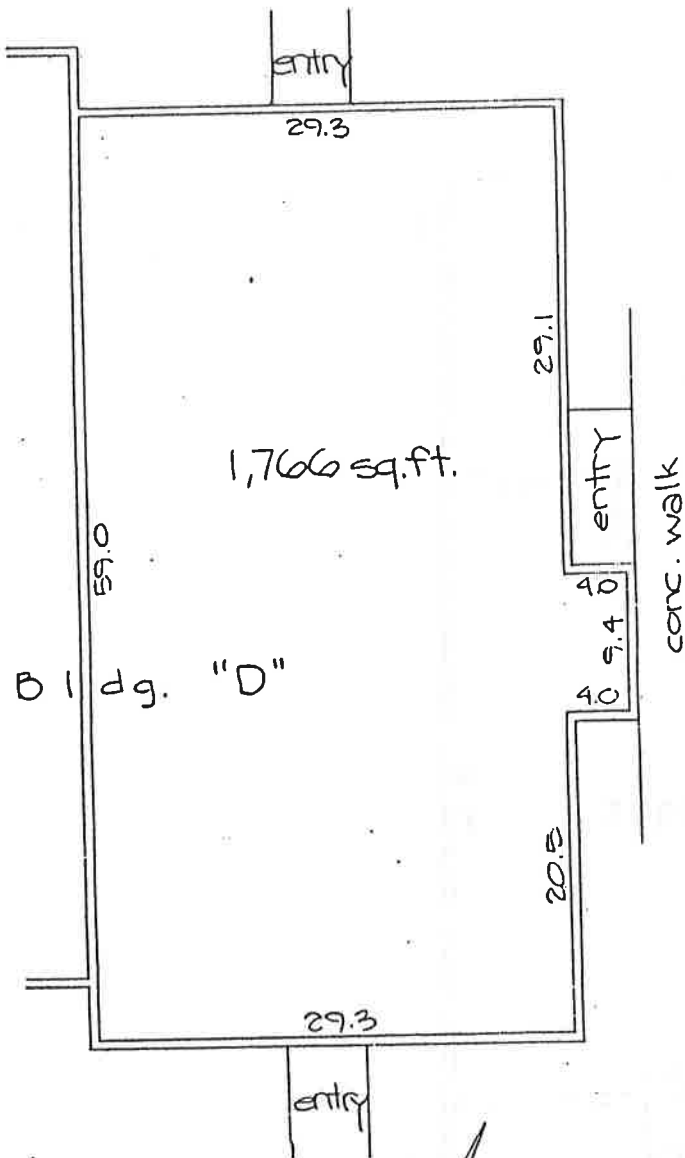
E. F. Burchart

Field Book \_\_\_\_\_ Page \_\_\_\_\_

Job No. \_\_\_\_\_

EXHIBIT "D"  
(Page 1 of 14)

Reference:



Plat showing:  
Unit 8235 of Bldg. "D", Seville  
Office Park Condominiums  
San Antonio, Bexar Co., Texas

EXHIBIT "D"  
(Page 2 of 14)

STATE OF TEXAS }  
COUNTY OF BEXAR }

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT  
ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR  
ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT  
ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS  
SHOWN ABOVE.

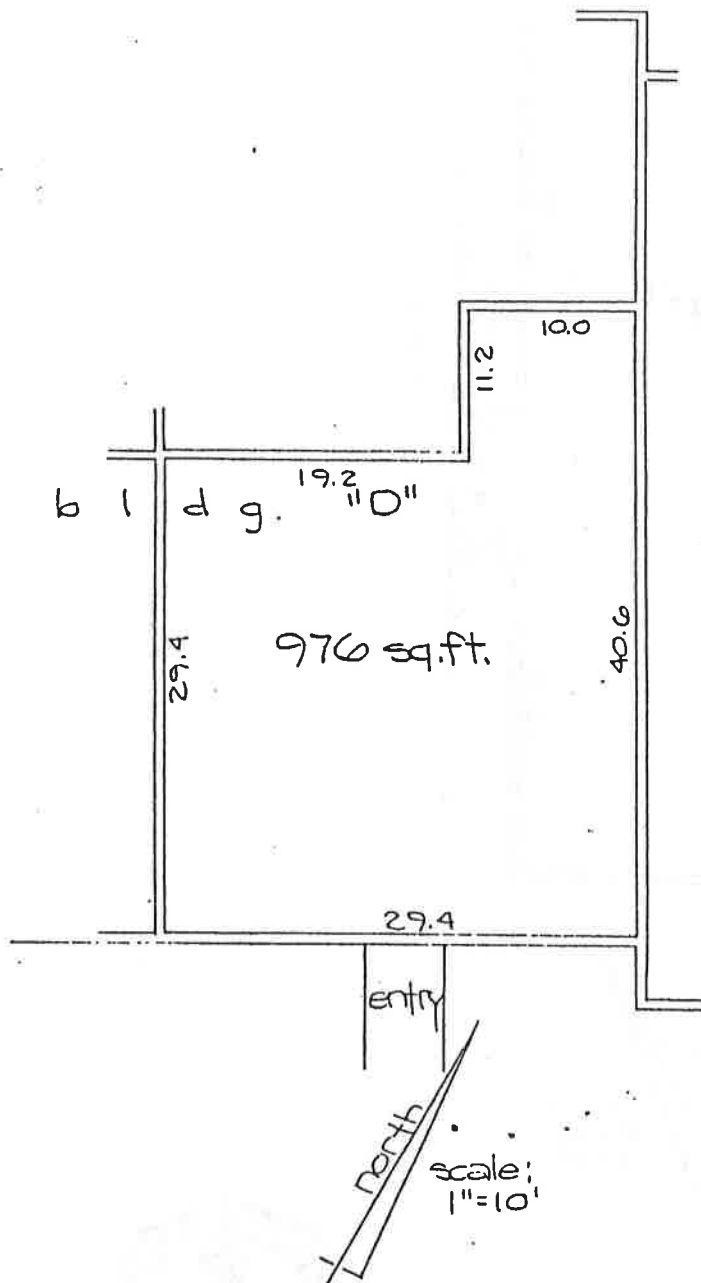
This 29<sup>th</sup> day of Aug, 1983 A. D.

E. F. Bushart

Field Book        Page       

Job No       

Reference:



Plat Showing:  
 Unit 8237 of bldg. "D" Seville  
 Office Park Condominiums,  
 San Antonio, Bexar Co., Texas

STATE OF TEXAS }  
 COUNTY OF BEXAR }



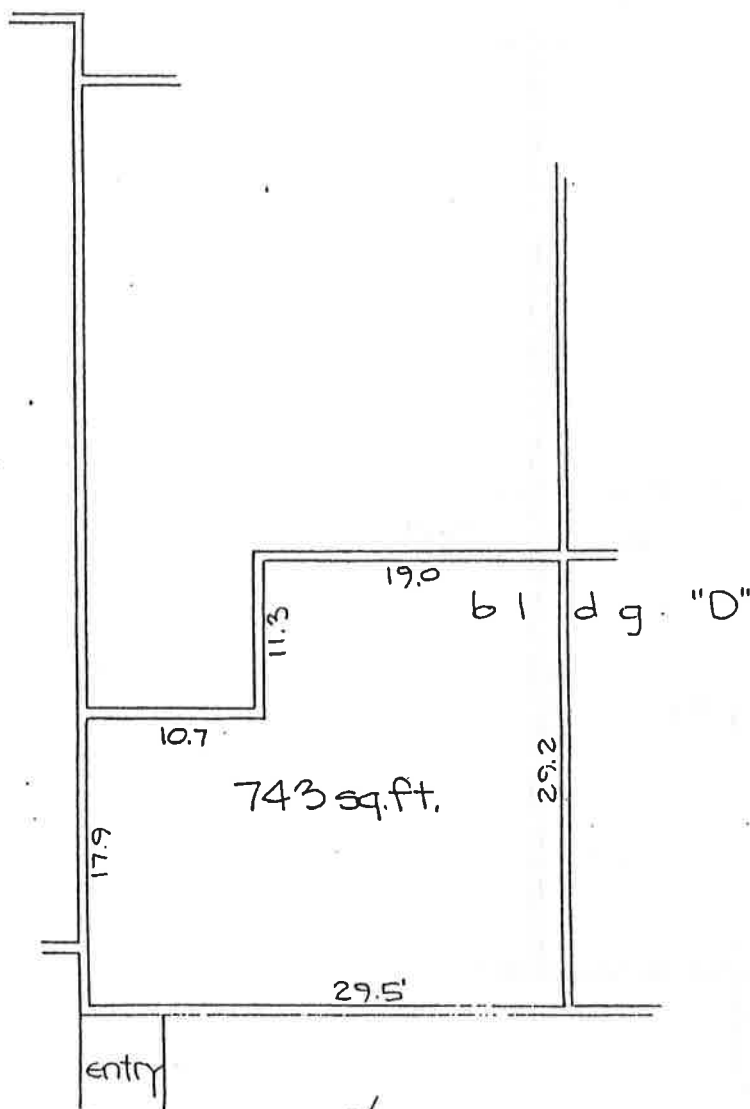
I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT  
 ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
 MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR  
 ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT  
 ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS  
 SHOWN ABOVE.

This 29<sup>th</sup> day of Aug, 1983 A. D.

*E. P. Burkhart*

EXHIBIT "D"  
 (Page 3 of 14)

Reference:



Plat showing:  
Unit 8239 of bldg. "D" Seville  
Office Park Condominiums,  
San Antonio, Bexar Co., Texas

STATE OF TEXAS }  
COUNTY OF BEXAR }

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT  
ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR  
ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT  
ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS  
SHOWN ABOVE.

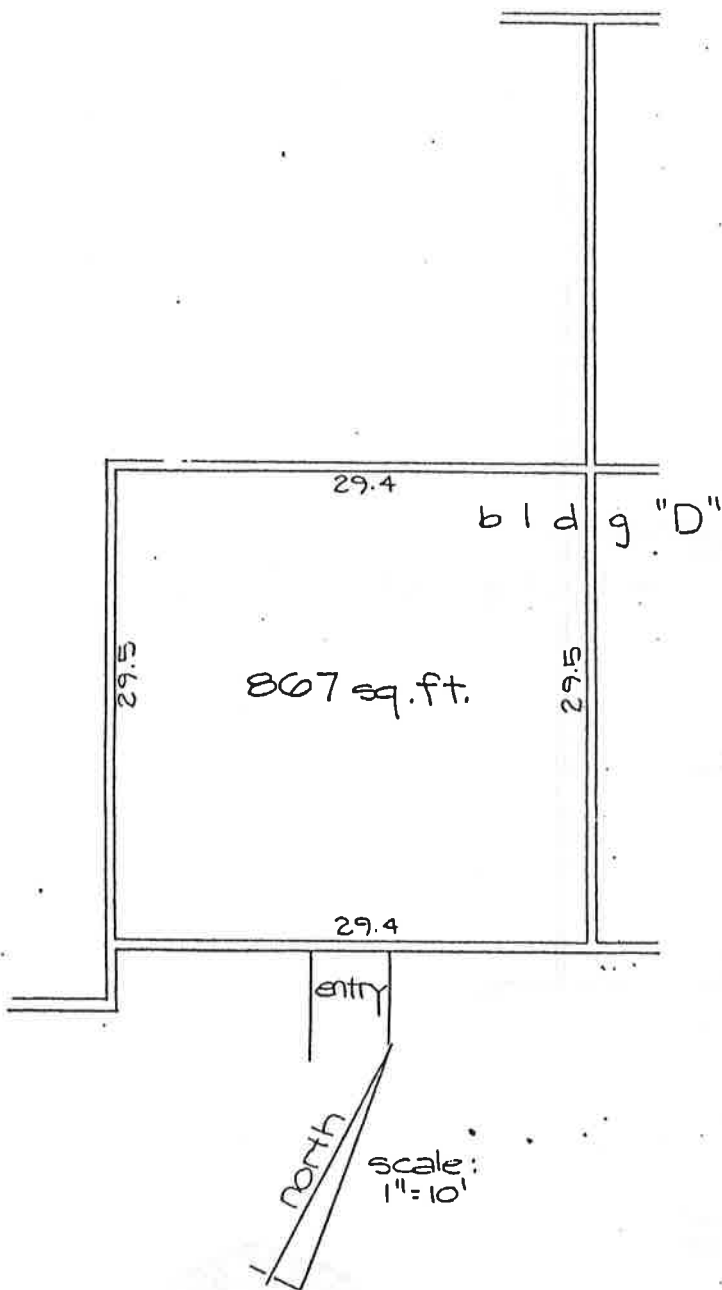
EXHIBIT "D"  
(Page 4 of 14)

This 29th day of Aug, 1983 A. D.

R. F. [Signature]

Field Book \_\_\_ Page \_\_\_

Job No \_\_\_\_\_



Plat showing:  
Unit 8241 of bldg. "D", Seville  
Office Park Condominiums  
San Antonio, Bexar Co., Texas

EXHIBIT "D"  
(Page 5 of 14)

Reference:

STATE OF TEXAS }  
COUNTY OF BEXAR }

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT  
ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR  
ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT  
ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS  
SHOWN ABOVE.

This 29<sup>th</sup> day of Aug, 1983 A. D.

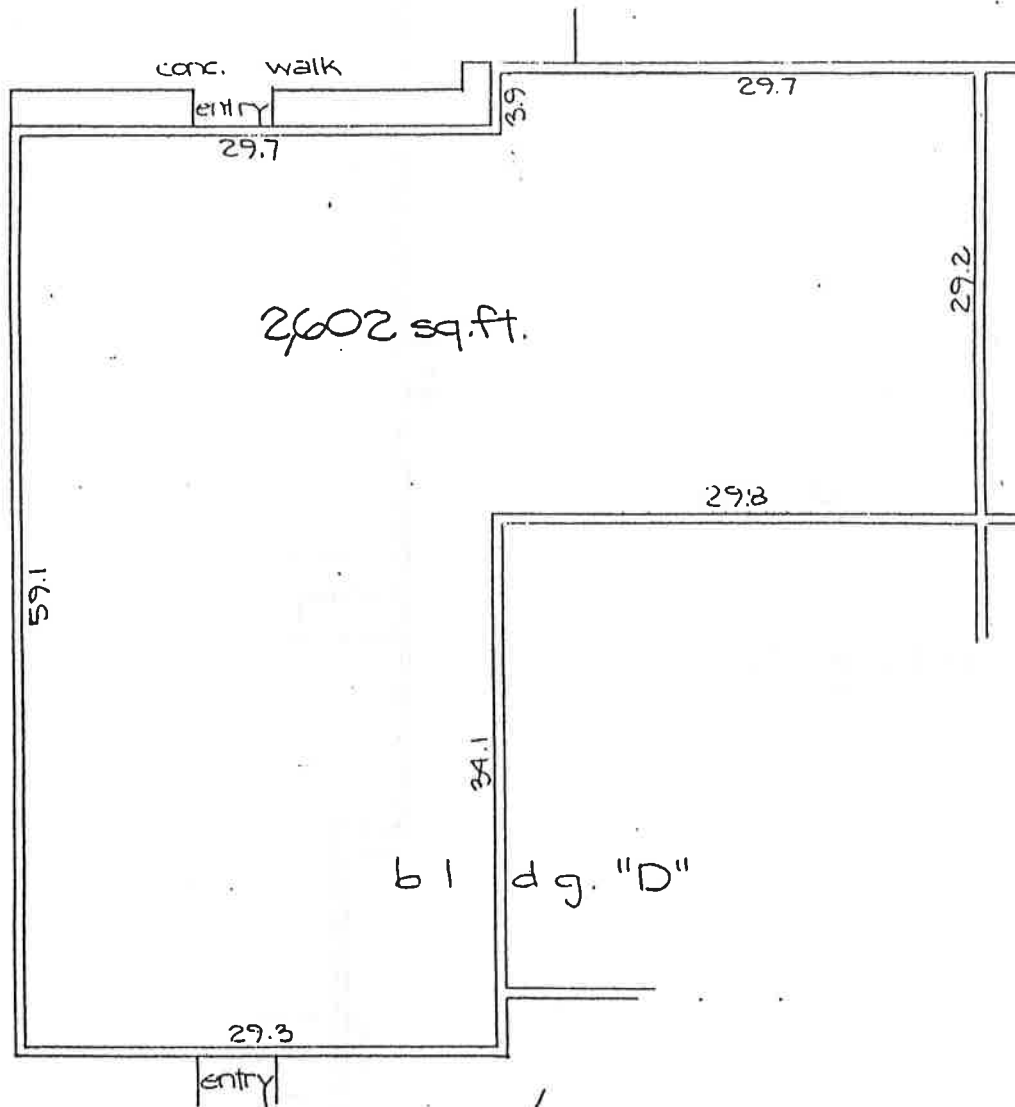
E. F. Burghart

Field Book \_\_\_\_\_ Page \_\_\_\_\_

Job No \_\_\_\_\_







Plat showing:  
Units 8243 & 8245 of bldg. "D",  
Seville Office Park  
Condominiums, San Antonio,  
Bexar Co., Texas

EXHIBIT "D"  
(Page 6 of 14)

STATE OF TEXAS  
COUNTY OF BEXAR

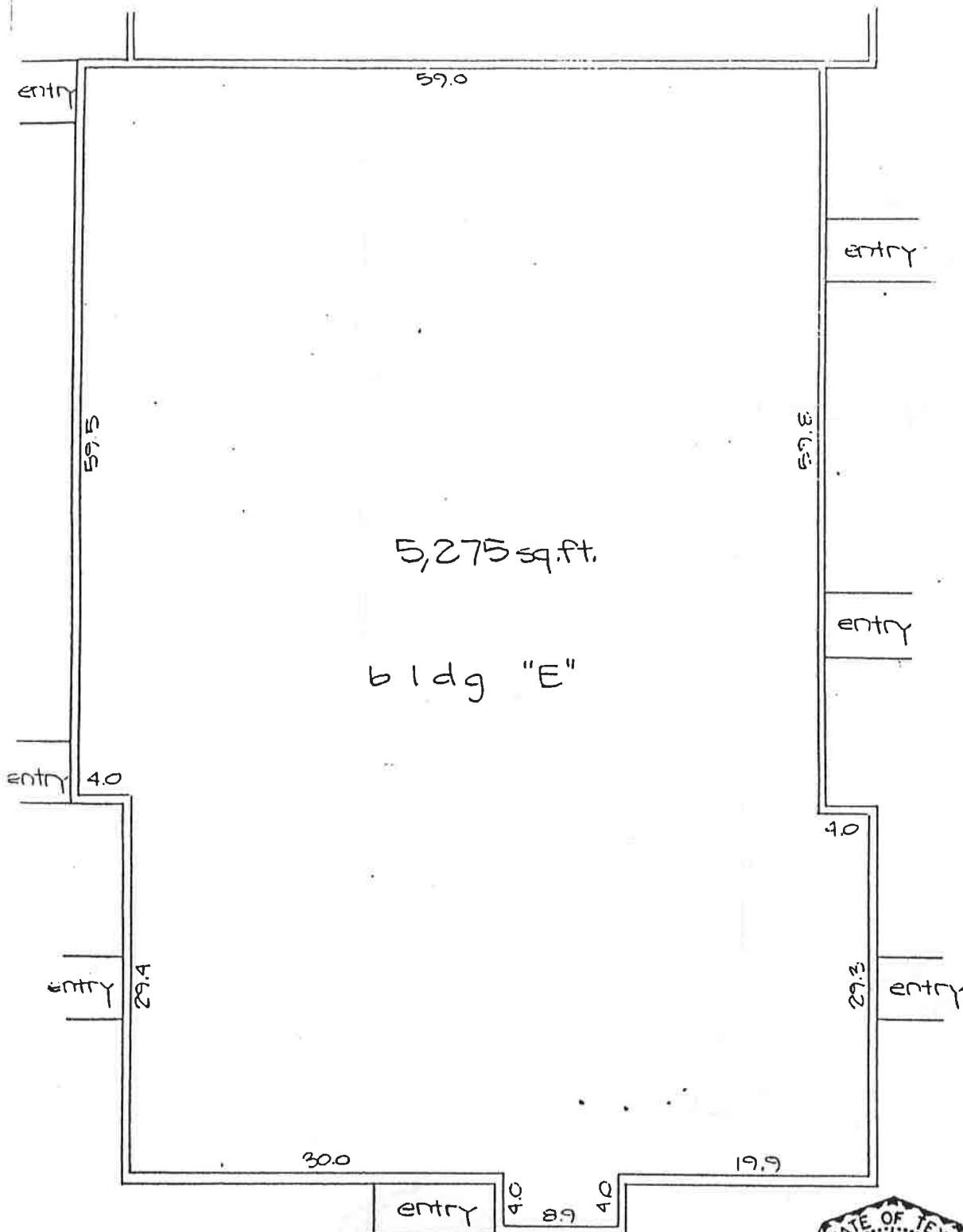
I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT  
ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR  
ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT  
ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS  
SHOWN ABOVE.

This 29<sup>th</sup> day of Aug, 1983 A. D.

EF Boudreau

Field Book \_\_\_\_\_ Page \_\_\_\_\_

Job No \_\_\_\_\_



North  
scale:  
1"=10'



Plat showing:  
Units 8247-8255 of  
bldg "E", Seville Office Park  
Condominiums, San Antonio  
Bexar Co., Texas

EXHIBIT "D"  
(Page 7 of 14)

STATE OF TEXAS }  
COUNTY OF BEXAR }

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT  
ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR  
ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT  
ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS  
SHOWN ABOVE.

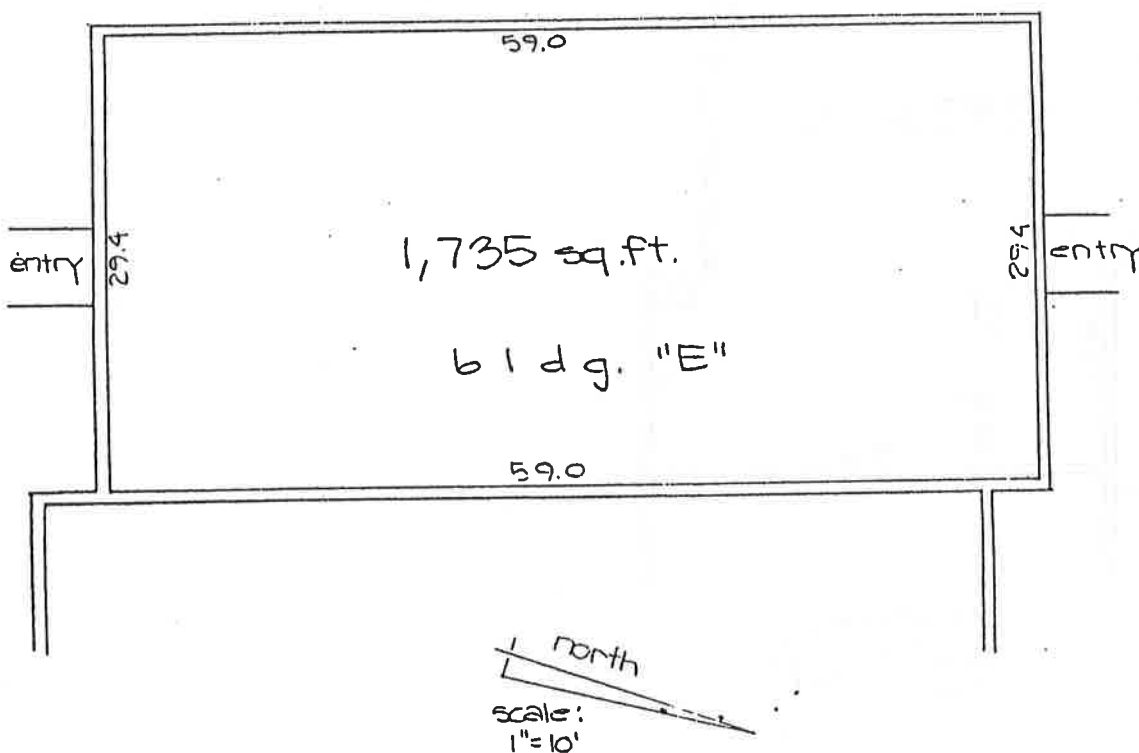
This 29<sup>th</sup> day of Aug, 1983 A. D.

*E. F. Burkhardt*

Reference:

Field Book Page

Job No



Plat showing.  
Unit 2257 of bldg. "E", Seville  
Office Park Condominiums  
San Antonio, Bexar Co., Texas

STATE OF TEXAS }  
COUNTY OF BEXAR }

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT  
ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR  
ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT  
ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS  
SHOWN ABOVE.

This 29<sup>th</sup> day of Aug, 1983 A. D.

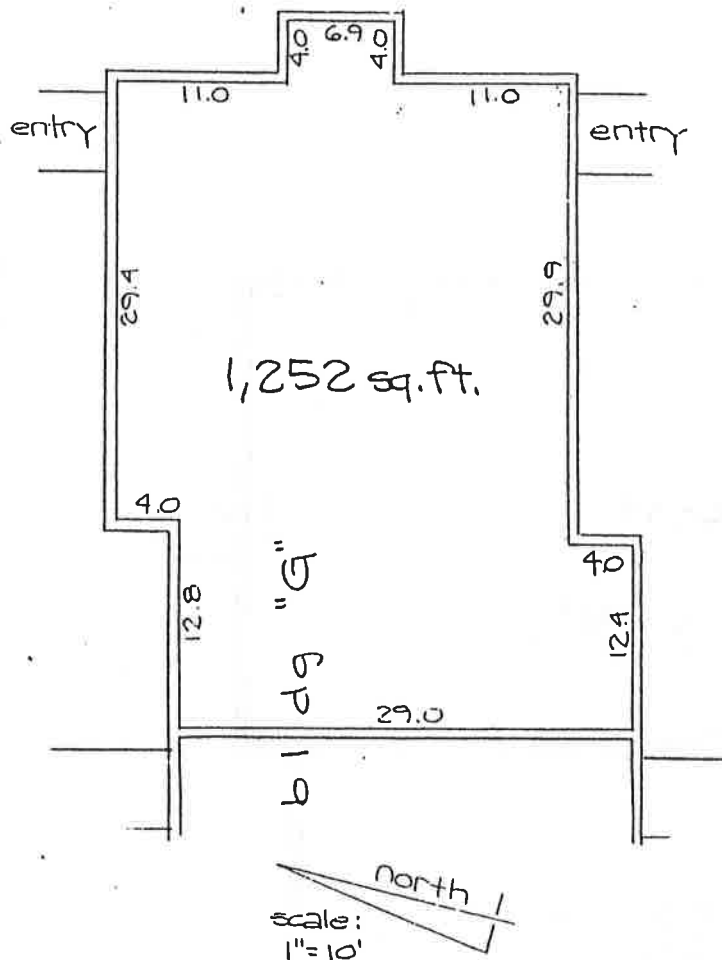
*E. F. Burkhardt*

Field Book \_\_\_\_\_ Page \_\_\_\_\_

Job No \_\_\_\_\_

EXHIBIT "D"  
(Page 8 of 14)

Reference:



Plat Showing: units 8259-8261 of bldg. "G", Seville Office Park Condominiums San Antonio, Bexar Co., Texas

STATE OF TEXAS }  
COUNTY OF BEXAR }

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND. UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

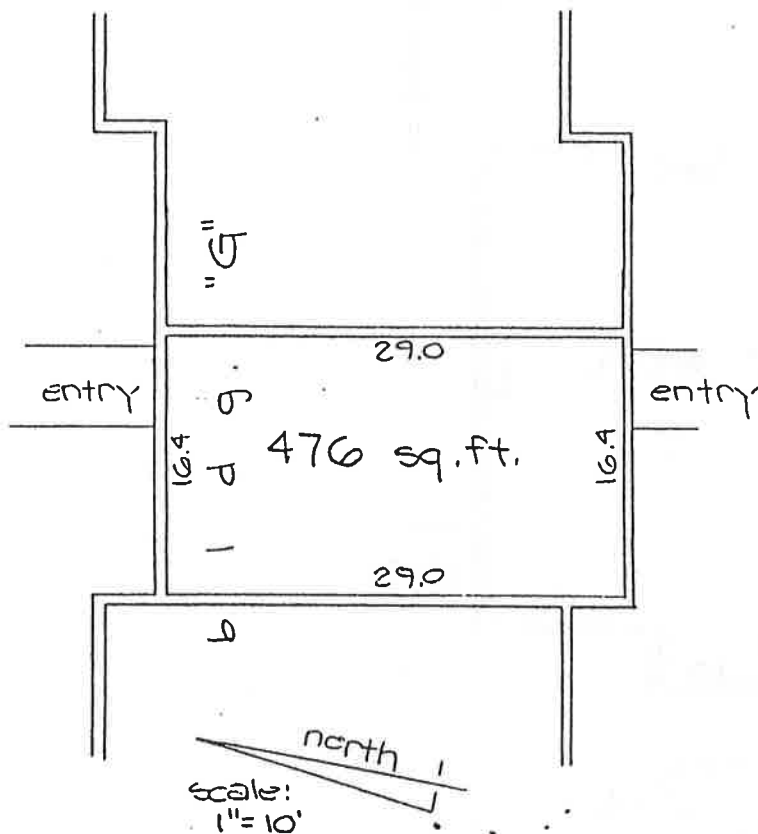
EXHIBIT "D"  
(Page 9 of 14)

This 29<sup>th</sup> day of Aug, 1983 A. D.

EF Burghart

Field Book Page

Job No



Plat showing:  
Unit 8263 of bldg. "G", Seville  
Office Park Condominiums,  
San Antonio, Bexar Co., Texas.

EXHIBIT "D"  
(Page 10 of 14)

STATE OF TEXAS }  
COUNTY OF BEXAR }

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT  
ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR  
ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT  
ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS  
SHOWN ABOVE.

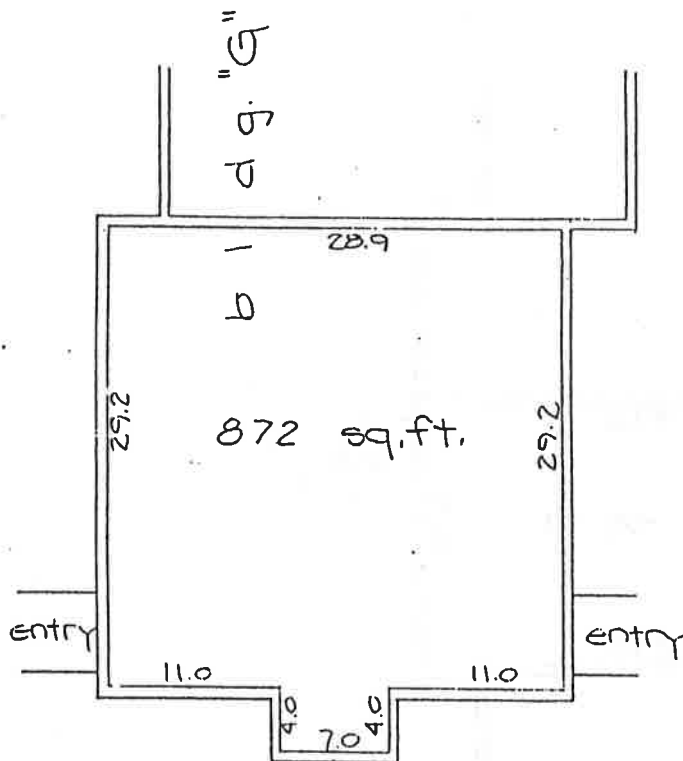
This 29<sup>th</sup> day of Aug, 1983 A. D.

EF Burkhardt

Field Book \_\_\_\_\_ Page \_\_\_\_\_

Job No \_\_\_\_\_





North  
 scale:  
 1" = 10'

Plat showing:  
 Unit 8265 of bldg. "G", Seville  
 Office Park Condominiums  
 San Antonio, Bexar Co, Texas

EXHIBIT "D"  
 (Page 11 of 14)

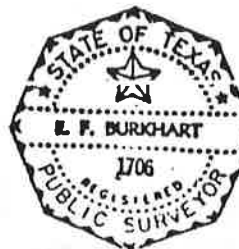
Reference:

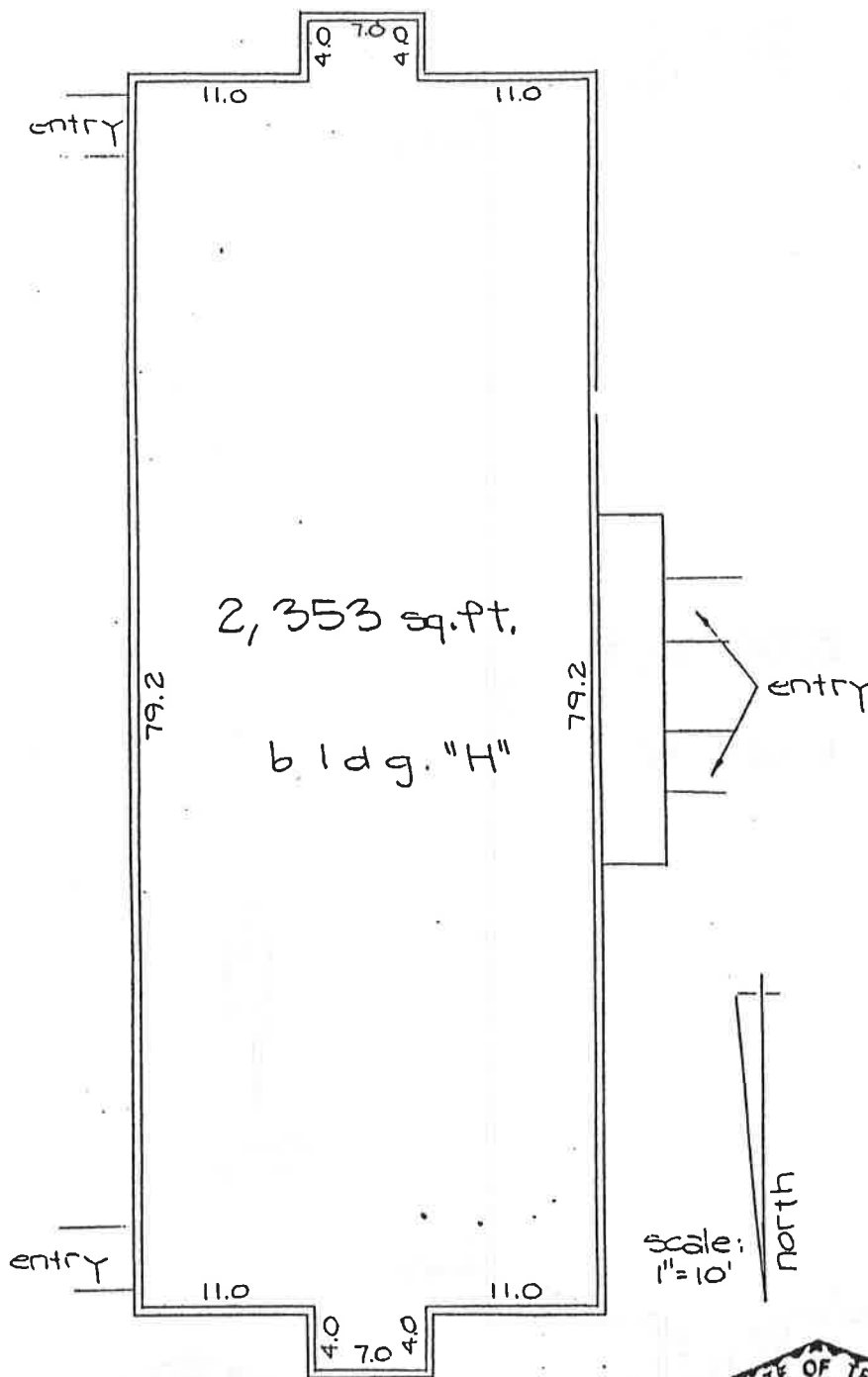
STATE OF TEXAS }  
 COUNTY OF BEXAR }

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT  
 ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
 MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR  
 ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT  
 ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS  
 SHOWN ABOVE.

This 29<sup>th</sup> day of Aug, 1983 A. D.

*E. F. Burkhart*





Plat Showing:  
 Units 8265-A, 8279-8281 of  
 bldg. "H" Seville Office  
 Park Condominiums,  
 San Antonio, Bexar Co.,  
 Texas.

STATE OF TEXAS }  
 COUNTY OF BEXAR }

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT  
 ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
 MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR  
 ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT  
 ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS  
 SHOWN ABOVE.

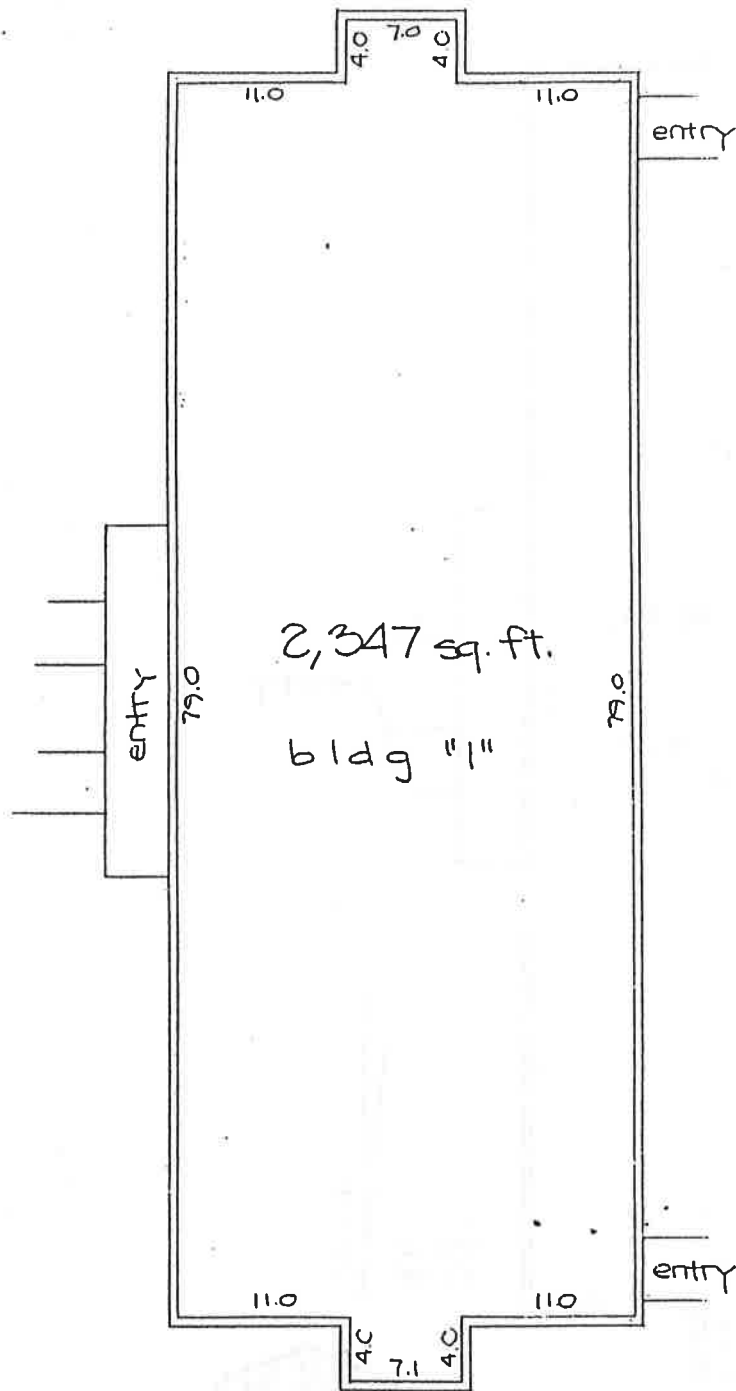
This 29<sup>th</sup> day of Aug, 1983 A. D.

E. F. Durning

Reference: EXHIBIT "D"  
 (Page 12 of 14)

Field Book Page

Job No



North  
scale:  
1" = 10'



Plot showing:  
Units 8283-8289 of bldg. "1",  
Seville Office Park  
Condominiums, San Antonio,  
Bexar Co., Texas

STATE OF TEXAS }  
COUNTY OF BEXAR }

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT  
ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR  
ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT  
ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS  
SHOWN ABOVE.

This 29<sup>th</sup> day of Aug, 1983 A. D.

*E. F. Burkhardt*

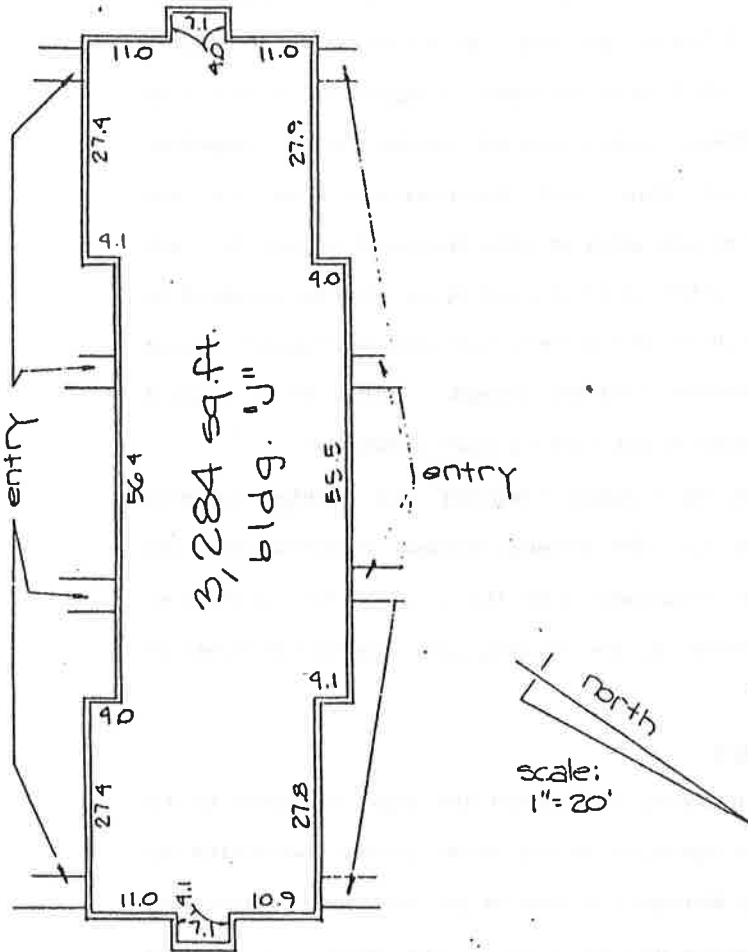
Field Book \_\_\_\_\_ Page \_\_\_\_\_

Job No \_\_\_\_\_

EXHIBIT "D"  
(Page 13 of 14)

Reference:





Plat showing  
Units 8291-8299 of bldg "J",  
Seville Office Park  
Condominiums, San Antonio,  
Bexar Co, Texas

EXHIBIT "D"  
(Page 14 of 14)

STATE OF TEXAS }  
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT  
ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR  
ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT  
ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS  
SHOWN ABOVE.

This 29th day of Aug, 1983 A. D.

E. F. Burkhardt

Field Book \_\_\_\_\_ Page \_\_\_\_\_ Job No \_\_\_\_\_

notice, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. Notwithstanding the foregoing, in the event the Association has then established an Architectural Committee (it being stipulated that a majority of the Board of Managers shall have the right to appoint the members of such Committee), such aforesaid written notice, together with proposed plans and specifications detailing the modification or alteration so requested must be also be sent to such Committee, and such Committee shall be required to review such plans and specifications and to respond to same within such thirty (30) day period. Failure to so respond shall be deemed as approval by such Committee.

6. Use of General Common Elements and Limited Common Elements. Each owner may use the general common elements and the limited common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

### 7. Right of Entry.

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

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

EXHIBIT "F"

PROHIBITED USES

Hotels or motels  
Laundries  
Nursing Home  
Automobile self-service island or other gasoline facilities  
Billiard parlors and pool halls  
Residential dwellings (single family or multifamily)  
Electric power generator station or substations  
Gas regulation station  
Grocery store  
Water or sewage pumping station or storage facilities  
Tamale or tortilla manufacturing (retail)  
Theatre

FIELD NOTES FOR A 0.369 ACRE TRACT

BEING 0.369 Acres of land out of Lot 40, N.C.B. 12830 of The Woods Office Park Subdivision as recorded in Volume 9400, Page 101 of the Deed and Plat Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron pin for the Northwest corner of this tract, said corner also being the most westerly Northwest corner of the above referenced Lot 40;

THENCE N 63° 55' 46" E 5.00 feet and N 69° 59' 38" E 150.70 feet to an iron pin for the Northeast corner of this tract;

THENCE S 26° 04' 14" E 100.00 feet to a point for the Southeast corner of this tract;

THENCE S 67° 13' 35" W 155.11 feet to a point for the Southwest corner of this tract;

THENCE N 26° 04' 14" W 107.00 feet to the PLACE OF BEGINNING and containing 0.369 acres of land, more or less.

I HEREBY CERTIFY THE ABOVE TO BE TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, THIS THE 18<sup>th</sup> DAY OF August, 1983.

*E. F. Burkhart*  
E. F. BURKHART, R.F.S. 1706



EXHIBIT "G"  
(Page 1 of 2)

VOL 293 | PAGE 0893

FIELD NOTES FOR A 1.176 ACRE TRACT

BEING 1.176 Acres of land out of Lot 40, N.C.B. 12830 of The Woods Office Park Subdivision as recorded in Volume 9400, Page 101 of the Deed and Plat Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron pin in the West R.O.W. line of Fredericksburg Road for the Southeast corner of this tract, said corner also being the Southeast corner of the above referenced Lot 40;

THENCE S 65° 26' 18" W 360.12 feet to an iron pin for the Southwest corner of this tract and Southwest corner of said Lot 40;

THENCE N 26° 04' 14" W 145.00 feet to a point for the Northwest corner of this tract;

THENCE N 64° 56' 12" E 339.05 feet to a point in the West R.O.W. line of Fredericksburg Road for the Northeast corner of this tract;

THENCE S 34° 07' 08" E 150.00 feet along said R.O.W. line to the PLACE OF BEGINNING and containing 1.176 Acres of land, more or less.

I HEREBY CERTIFY THE ABOVE TO BE TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, THIS THE 16<sup>th</sup> DAY OF August, 1983.

*E. F. Burkhart*  
E. F. BURKHART, R.P.S. 1706



EXHIBIT "G"  
(Page 2 of 2)

VOL 2931 PAGE 094

STATE OF TEXAS }  
COUNTY OF BEXAR } this instrument was FILED in File Number  
I hereby certify that and at the time stamped hereon by me, and  
Sequence on the 1-16 and of the Official Public Records of Real Property of  
was duly RECORDED in the Official Public Records of Real Property of  
Bexar County, Texas on



SEP 29 1983

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

1983 SEP 29 P 1:10

FILED IN OFFICE  
PUBLIC RECORDS  
COUNTY CLERK  
BEXAR COUNTY, TEXAS

VOL 2931 PAGE 0895