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DECLARATION

LAFAYETTE PLACE (A CONDOMINIUM)

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(AMENDED DECEMBER 4, 1978)

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Exhibit "A"      Exhibit "A" consists of plats of the property showing the buildings and their location on the property.

Exhibit "B"      Exhibit "B" consists of plats showing each of the buildings containing apartments and indicating the location and perimeter walls of each apartment.

Exhibit "C"      Exhibit "C" is a table showing the apartment inventory of Lafayette Place depicting for each apartment the apartment number, the general description, the square footage in each apartment, and the percentage ownership appertaining to each apartment.

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DECLARATION

LAFAYETTE PLACE (A CONDOMINIUM)

(AMENDED DECEMBER 4, 1978)

THIS DECLARATION (hereinafter called "declaration") is made and executed by Xanadu, Inc., a Texas Corporation, ("declarant"), pursuant to the provisions of the Texas Condominium Act, Article 1301a, Revised Civil Statutes of Texas, hereinafter referred to as the "act", and constitutes the complete Condominium Declaration affecting the property herein described.

1. RECITALS.

1.1 The "Property" is located at 7500 Callaghan Road, San Antonio, Bexar County, Texas, hereinafter more particularly described.

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

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

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

1.5 The administration of the property shall be governed by Bylaws which are embodied in a separate instrument, a true copy of which is appended to and recorded with this declaration as Appendix D.

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

1.7 The property shall be known as LaFayette Place Apartments.

1.8 Declarant is the sole owner of the property.

2. DESCRIPTION OF THE LAND.

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

TRACT ONE: Lot 2, New City Block 14, 191, Brundage Sub-division, in the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 5940, Page 136, of the Bexar County Plat Records.

TRACT TWO: A tract containing 5.225 acres out of Lot 5, New City Block 14, 191, Nob Hill Subdivision, Unit 2, in the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 6700, Pages 20-21, of the Bexar County Plat Records as set forth hereinafter:

Beginning at a point being the most northerly corner of said Lot 5 and herein described tract;

Thence S 48 deg. 56' 00" E., 35.72 feet along the northeast line of said Lot 5 to a point;

Thence in a southerly direction, 364.64 feet along a curve, on said northeast line of Lot 5, having an angle of 39 deg. 45' 00", a tangent of 190.00 feet and a radius of 525.50 feet to a point;

Thence S 09 deg. 11' 00" E., 31.70 feet along a line to a point;

Thence in a southerly direction, 53.21 feet along a curve, on said northeast line of Lot 5, having an angle of 14 deg. 54' 40", a tangent of 26.76 feet and a radius of 204.49 feet to a point;

Thence S 05 deg. 43' 40" W., 155.56 feet along a line to a point for the most easterly corner of said Lot 5;

Thence N. 82 deg. 26' 00" W. 36.58 feet along a line to a point;

Thence in a westerly direction, 329.56 feet along a curve on said Magic Drive north R.O.W. line, having an angle of 41 deg. 30' 00", a tangent of 172.38 feet and a radius of 455.00 feet to a point;

Thence S 56 deg. 04' 00" W., 45.00 feet along said Magic Drive north R.O.W. line to a point for the southwest corner of this Tract;

Thence N. 33 deg. 56' 00" W., 121.26 feet along a line to a point;

Thence in a northwesterly direction, 176.58 feet along a curve having an angle of 15 deg. 00' 00", a tangent of 88.80 feet and a radius of 674.48 feet to a point;

Thence N. 41 deg. 04' 00" E., 578.54 feet along said northwest line of Lot 5 to the point of beginning and containing 5.225 acres of land, more or less.

### 3. DESCRIPTION OF THE BUILDINGS.

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

i. Buildings A through GG as shown on the plat are of masonry construction on concrete slab foundations with built up gravel surface roofs and contain residential apartments, laundry rooms and water heater/utility rooms, all as shown on the plat.

ii. Bath House containing filtration and pool heating equipment as well as storage space for pool service supplies.

iii. Maintenance Building containing storage space and facilities for the maintenance of the property.

iv. The Club House, to be completed by Declarant at the location indicated on the plat is to provide space and facilities for the recreation and entertainment of the apartment owners, their families, tenants and guests.

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#### 4. DESCRIPTION OF APARTMENTS

4.1 Each apartment has immediate access to a hallway, which is part of the common elements. Exhibit "C", attached hereto, is a table setting forth the building and number of each apartment, indicating the floor and location of the apartment, a general description of the apartment, the approximate square footage in the apartment and the approximate percentage of undivided interest in the common elements appertaining to said apartment. The apartments are more particularly described in the plats attached hereto as Exhibit "B".

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

#### 5. DESCRIPTION OF COMMON ELEMENTS.

The common elements shall mean and include the land on which the buildings are located and all portions of the property not contained within any apartment, including, but not by way of limitation, the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors,

spaces which are not immediately adjacent and contiguous to any apartment; the maintenance storage building; installations of all central services, including power, light, gas, hot and cold water, heating, air conditioning equipment not serving an individual apartment, and garbage collection; the tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatuses and installations existing for common use; any driveways; utility pipes, lines, or systems servicing more than a single apartment; all ducts, flues, chutes, wires, conduits and other accessories and utility installations to the outlets used therewith; the swimming pool, Bath House and Club House; all ducts and flues that may be installed by Declarant in connection with the installation of fireplaces in certain apartments; the laundry and hot water heater rooms; all limited common elements as hereinafter described; and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as common elements in the plat and all repairs and replacements of any of the foregoing.

6. DESCRIPTION OF LIMITED COMMON ELEMENTS.

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

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7. APARTMENT OWNERSHIP.

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

7.2 An apartment owner shall have the exclusive ownership and use of his apartment, subject to the provisions of this declaration and the bylaws, and shall have a common right to share with other co-owners in the common elements of the property.

8. PURPOSE OF THE PROPERTY.

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

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

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

8.2.2 No parking space shall be used for any other purpose except to park an operable motor vehicle, motorcycle or other wheeled conveyance. No other storage shall be allowed in such parking space.

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8.2.3 An apartment owner, shall not obstruct the common elements. An apartment owner shall not place or store anything within the common elements without the prior written consent of the Board of Directors.

8.2.4 Without the prior written consent of the Board of Directors, an apartment owner shall not permit anything to be done or kept in his apartment or in the limited common elements appurtenant to his apartment that would result in an increase in the cost of insurance on the property, or that would result in the cancellation of insurance with respect to all or any part of the property, or that would be in violation of any governmental law, ordinance or regulation.

8.2.5 Without the prior written consent of the Board of Directors, an apartment owner shall not permit any signs, pictures, banners, posters or other objects of any kind to be displayed to the public view from his apartment or from the limited common elements appurtenant to his apartment.

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

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

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8.2.8 An apartment owner shall not alter, construct in, or remove anything from the common elements, except with the prior written consent of the Board of Directors.

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

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

9. HOME OWNERS ASSOCIATION: BOARD OF DIRECTORS

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

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

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9.2 The management and maintenance of the property and the administration of the affairs of the Association shall be conducted by a Board of Directors ("Board") consisting of seven (7) natural persons who must be apartment owners. The Board shall be elected as provided in the bylaws. The rights, duties and functions of the Board may be exercised by Declarant until 166 apartments are sold by the Declarant. Declarant may, at its sole option, turn over such rights, duties and functions to the Board at an earlier date.

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

9.3.1 To make and enforce all house rules and administrative rules and regulations covering the operation and maintenance of the property and the assignment of parking spaces.

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

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9.3.3 To operate, maintain and repair the common elements including landscaping and the exterior surfaces of the apartments; provided, however, that furnaces, air conditioning equipment, plumbing, fixtures, household appliances and other interior mechanical equipment, used in and for the apartments, and the interior surfaces of each apartment shall be maintained and repaired by the respective owners thereof. All such maintenance shall be at the sole cost and expense of the particular owner.

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9.3.4 To determine and pay the common expenses including water, sewer, garbage, gas, electricity and other necessary utility services for the common elements and apartments. Charges for electricity furnished to individual apartments shall be specially assessed and collected monthly by the Board as provided herein at paragraph 21.5.

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

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

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

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

9.3.9 To bring, prosecute and settle litigation for itself, the Association and the property, provided that it shall make no settlement which results in a liability

against the board, the Association or the property in excess of \$3,000 without prior approval of the members of the Association.

9.3.10 To obtain insurance for the Association with respect to the apartments and the common elements as provided herein at paragraph 11, as well as workmen's compensation insurance.

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

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

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

9.3.14 To do all other acts necessary for the operation and maintenance of the property, including the maintenance and repair of any apartment if the same is necessary to protect or preserve the appearance and value of the property and the owner or owners of such apartment have failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board. The

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Board shall levy a special assessment against the apartment of such owner or owners for the cost of such maintenance or repair.

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

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

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

#### 10. MAINTENANCE, ALTERATION AND IMPROVEMENT.

10.1 The maintenance, replacement and repair of the common elements shall be the responsibility of the Board and the cost thereof shall be a common expense. The Board shall also maintain, replace and repair all balconies and patios except for normal cleaning as noted under paragraph 10.2,

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and all conduits, ducts, plumbing and wiring and other facilities for the furnishing gas, light, power, water and sewer service contained in the portions of the apartments that service part or parts of the property other than the apartment in which they are contained. All incidental damages caused to an apartment by the maintenance, replacement and repair of the common elements or utility services shall be repaired promptly as a common expense.

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10.2 The apartment owners shall have the responsibility to maintain, repair, replace and keep in a clean and sanitary condition, at the apartment owner's expense, all portions of the owner's apartment, except those portions to be maintained, repaired and replaced by the Board. The apartment owners shall keep clean and in a sanitary condition their storage areas, balconies and patios, if any.

#### 11. INSURANCE.

11.1 The Board shall obtain and maintain at all times insurance of the type and kind as provided herein and including insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to other properties similar in construction, design and use to the property. The Board shall make every reasonable effort to obtain insurance with the following provisions or endorsements:

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

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

11.1.3 Each apartment owner may obtain additional insurance covering his real property interest at his



11.1.4 The insurer waives its right of subrogation as to any claims against each apartment owner;

11.1.5 The insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any one or more individual apartment owners or their respective tenants, employees, agents, contractors and guests;

11.1.6 The insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any officer or employee of the Association or Board or their employees, agents or contractors, without prior demand in writing that the Board cause the defect to be cured. If such defect is not cured within fifteen (15) days after receipt of said demand by the Board the policy may then be cancelled, invalidated or suspended, at the option of the insurer and as provided by the policy.

11.2 The Board shall obtain a policy or policies of insurance insuring the Board, the Association, the apartment owners and their respective tenants, servants, agents or guests against any liability to the public or to the owners of apartments, members of the households of apartment owners and their respective invitees or tenants arising out of and incident to the ownership and/or use of the property, including all personal liability exposure of the apartment owners incident to the ownership and/or use of the property. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) for any one person injured in any one occurrence, and shall not be less than Three Hundred Thousand Dollars (\$300,000) for property damage in each occurrence. The limits in coverage of said liability policy or policies shall be reviewed at least

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annually by the Board and increased or decreased at its discretion, provided that such limits shall not fall below the minimums specified in this paragraph. Said policy or policies shall be issued on a comprehensive liability basis and, if possible, shall provide cross-liability endorsements for possible claims of any one or more or group of insureds against any one or more or group of insureds without prejudice to the right of a named insured under the policies to maintain an action against another named insured.

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11.3 The Board, for the benefit of the property and the apartment owners, shall maintain a policy or policies of casualty and multi-risk "all peril" insurance on the property, with the provisions and endorsements as set forth in paragraph 11.1 above, if obtainable, and with extended coverage endorsements for the full insurable replacement value of the apartments, common elements, common personal property and fixtures payable to the Board as insurance trustee to be disbursed in accordance with the terms of this declaration. The limits and coverage of said insurance shall be reviewed at least annually by the Board and shall include an appraisal of the property. Said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees, if any, of each unit, provided however, the proceeds of such policy or policies shall be applied pursuant to the provisions of paragraph 12 hereof.

11.4 Each apartment owner shall be required to notify the Board of all improvements made by the apartment owner to his apartment, the value of which is in excess of One Thousand Dollars (\$1,000) and shall be liable for any increased insurance premium for insurance maintained by the Board occasioned thereby. Each apartment owner shall bear the risk of loss for all improvements made to his apartment that were not the subject of prior notice to the Board.

11.5 Any apartment owner who obtains individual insurance coverage covering any portion of the property, other than personal property belonging to such apartment owner, shall be required to file a copy of such individual policy or policies with the Board within thirty (30) days after obtaining such insurance coverage.

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

## 12. DESTRUCTION OR DAMAGE.

12.1 If any of the buildings are damaged by fire or other casualty and said damage is limited to a single apartment, all insurance proceeds shall be paid to the owner or owners or mortgagee or mortgagees, of such apartment, as their respective interests may appear. The apartment owner or owners or mortgagee or mortgagees, shall use the same to promptly rebuild or repair such apartment in accordance with the original plans and specifications therefor. If the insurance proceeds are insufficient to pay all the costs of repairing or rebuilding such apartment in accordance with the original plans and specifications the apartment owner shall make up any deficiency.

12.2 If such damage extends to two or more apartments, or extends to any part of the common elements, such insurance proceeds shall be paid to the Board, as Trustee, to be held in trust for the benefit of the apartment owners and their mortgagees as their respective interests may appear. The

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Board shall thereupon contract to repair or rebuild the damaged portions of all apartments, buildings, and the common elements in accordance with the original plans and specifications therefor. The funds held in the insurance trust fund shall be used for this purpose. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board shall levy a special assessment on all apartment owners, in proportion to the percentage interest of each apartment owner in the common elements, as set forth herein, to make up any deficiency. If any apartment owner shall fail to pay the special assessment within thirty days after the levy thereof, the Board shall make up the deficiency by payment from the maintenance fund; provided, however, that such apartment owner shall remain liable for such special assessment.

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12.3 If two-thirds (2/3) or more of the buildings are destroyed or damaged by fire or other casualty, as determined by the Association, and unless otherwise unanimously agreed by the apartment owners at a special meeting to be held not later than 100 days after such casualty, the insurance proceeds shall be delivered to the apartment owners or their mortgagees, as their interests may appear, in proportion to the percentage interest of each apartment owner in the common elements as set forth herein; and the Board shall, as soon as reasonably possible, record with the Clerk of Bexar County a notice setting forth such facts, and upon the recording of such notice (i) the property shall be deemed to be owned in common by the apartment owners as tenants in common, each apartment owner owning an undivided interest in the property equal to his percentage ownership in the common elements as set forth in Exhibit "C"; (ii) any liens affecting any of the apartments shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the apartment owner in the property and (iii)

the property shall be subject to an action for partition at the suit of any apartment owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund and shall be divided among all apartment owners in a percentage equal to the percentage of undivided interest owned by each apartment owner in the property, after first paying out of the respective shares of each apartment owner, to the extent sufficient for such purposes, all sums necessary to satisfy liens on the undivided interest in the property owned by such apartment owner.

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

12.5 In the event of substantial damage to, or destruction of, any apartment or apartments comprising less than one-fifth (1/5) of the total number of apartments on the property the mortgagee(s) of such apartment(s) shall be given written notice of such damage by the owner(s) of such apartment(s) within twenty days after the casualty is suffered. In the event of substantial damage to, or destruction of, apartments

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comprising one-fifth (1/5) or more of the total number of apartments on the property, or any substantial damage to, or destruction of, any part of the common elements, the Board shall give written notice thereof to all mortgagees listed on the mortgagee roster within twenty days after the casualty is suffered.

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13. TERMINATION.

13.1 In the event that such fraction or percentage of building is destroyed or substantially damaged so as to bring into effect the provisions of paragraph 12.3 above and the apartment owners do not unanimously vote to act otherwise as provided therein, the property shall be removed from the provisions of the act without further agreement one hundred and one (101) days after such destruction or damage.

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

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

of all apartment owners and the prior written consent of all record owners of mortgages on apartments.

14. EMINENT DOMAIN.

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

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

14.3 With respect to one or more apartments or portions thereof, the damages or awards shall be deposited with the Board as trustee even though such damages or awards may be payable to one or more apartment owners. In the event an apartment owner refuses to so deposit his award with the Board, then at the option of the Board, either a special

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assessment shall be made against the defaulting apartment owner and his apartment in the amount of this award or the amount of such award shall be set off against the sums hereafter made payable to such apartment owner.

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14.4 In the event the property is removed from the provisions of the act pursuant to Sections 12 and 13 above, the proceeds of the damages or awards shall be distributed or used in accordance with, and the owners of the affected apartments shall have the rights provided in, paragraph 12.3, above.

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

14.5.1 If the taking reduces the size of an apartment and the remaining portion of the apartment may be made tenantable, the apartment shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the the apartment owner. The balance of the award, if any, shall be distributed to the mortgagee to the extent of the unpaid balance of its mortgage and the excess, if any, shall be distributed to the apartment owner. If there is a balance of the award distributed to the apartment owner or a mortgagee, the apartment owner's percentage of undivided interest in the common elements shall be equitably reduced. This shall be done by recomputing the percentages of undivided interests of all apartment owners in the common elements, taking into account the reduction in floor area occasioned by the taking.

14.5.2 If the taking destroys or so reduces the size of an apartment that it cannot be made tenantable, the award shall be distributed to the mortgagee of the apartment to



The extent of the unpaid balance of its mortgage and the excess, if any, shall be distributed to the apartment owner. The remaining portion of such apartment, if any, shall become a part of the common elements and shall be placed in condition for use by all apartment owners in the manner approved by the Board. The percentages of undivided interests in the common elements appurtenant to the apartments that continue as part of the property shall be equitably adjusted to distribute the ownership of the common elements among the reduced number of apartment owners, taking into account the reduction in floor area occasioned by the taking.

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

15. MORTGAGEE PROTECTION.

15.1 The term "mortgage" as used herein shall mean any recorded mortgage having priority over other mortgages and shall include a recorded deed of trust. The term "mortgagee" shall mean the owner and the holder of a mortgage and shall include a beneficiary under a deed of trust.

15.2 The Board shall maintain a roster of apartment owners from the evidence of change of ownership furnished to the Board, which roster shall include the mailing addresses of all apartment owners. The Board will also maintain a roster containing the name and address of each mortgagee of an apartment if the Board is provided notice of such mortgage by way of a certified copy of the recorded instrument evidencing the mortgage and containing the name and address of the mortgagee. The mortgagee shall be stricken from the

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roster upon request by such mortgagee or upon receipt by the Board of a certified copy of a recorded release or satisfaction of the mortgage. Notice of such removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

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

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

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

15.6 Any material amendment to this Declaration shall not be effective without the prior written approval of each

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institutional holder of a first mortgage on apartments on the property.

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

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

#### 16. ENCROACHMENTS.

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

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

17. SALE.

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

17.2 No apartment may be partitioned or subdivided without the prior written approval of the holder of the first mortgage lien on such apartment.

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

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

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

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

18.2.3 Except and reserve with respect to the undivided percentage interest in the common elements non-exclusive easements appurtenant to all apartments for ingress,

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gress, support and repair and exclusive easements appurtenant to each apartment for the use of the balcony and patio spaces as set forth in the plats.

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

18.3 All lease agreements shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Bylaws of the Association and any failure of the lessee to comply with such provisions shall be a default under the lease.

#### 19. COMBINATION OF APARTMENTS.

19.1 An owner of two or more adjoining apartments shall have the right upon approval of the Board, which shall not be unreasonably withheld, to combine such apartments or portions thereof. No combination requiring the removal or partial removal of a load bearing wall shall be approved by the Board.

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

borne by the person wishing to combine the apartments.

20. AMENDMENT.

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

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21. ASSESSMENTS.

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

21.1.1 Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the percentage of undivided interest in the common elements appurtenant to the apartment owned by the apartment owner as set forth in Exhibit "C".

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

21.1.3 There shall be a lien upon the applicable apartment for unpaid assessments which shall also secure reasonable attorneys' fees and all costs and expenses,

19.3 An amendment to the declaration or plat pursuant to this Section 19 shall reflect the changes occasioned by the combination to include a change in the percentage of undivided interest in the common elements which are appurtenant to the apartments involved. The remaining combined apartment, if two or more apartments are totally combined, will acquire the total of the percentage of undivided interest in the common elements appurtenant to the apartments that were combined as set forth in Exhibit "C". If a portion of one apartment is combined with another, the resulting apartments shall acquire a proportionate percentage of the total undivided interest in the common elements of the apartments involved in the combination on the basis of area remaining in the respective combined apartments; provided however, that the sum of the resultant percentages shall be equal to the sum of the undivided interests in the affected apartments prior to such combination. The percentage of undivided interest in the common elements appurtenant to all other apartments shall not be changed. All such amendments must, in all instances, be consented to by the Board and also all other persons holding interests in the apartments affected.

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

19.5 All such amendments to the declaration and plat must be approved by attorneys employed by the Board to insure the continuing legality of the declaration and the plat. The cost of such review by the attorneys shall be

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the collection of such assessment or enforcement of such a lien. The lien for assessments shall be superior (prior) to all other liens and encumbrances except assessments, liens and charges in favor of the State and any political subdivision thereof for taxes past due and unpaid on the apartment, and amounts due under duly recorded mortgages.

21.1.4 In any foreclosure of a lien for assessments, the apartment owner subject to the lien shall be required to pay a reasonable rental for the apartment, and the Board shall be entitled to the appointment of a receiver to collect the same.

21.2 The Board may include in the regular assessments amounts to be used for the replacement of or additions to capital items or improvements in the property. Such assessment for capital improvement or replacement shall in no event exceed 20% of the common assessment for the operation and maintenance of the property.

21.3 In assessing the apartment owners for capital improvement to the common elements, there shall be no single improvement exceeding the sum of Fifteen Thousand Dollars (\$15,000.00) made by the Board without the improvement having been first voted on and approved by two-thirds (2/3) or more vote in percentage ownership interest of those present in person or by proxy at a meeting of the Association duly called for that purpose. The foregoing and the 20% of the common assessment limitation provided at paragraph 21.2, above, shall not apply in connection with damage or destruction referred to in Section 12 hereof or to such structural alterations or capital additions to or capital improvements of the common elements as are necessary in the Board's reasonable judgment to preserve or maintain the integrity of the common elements of the property.

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

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21.5 The electrical service to the property is furnished through one or more master meters and is measured separately for each apartment by check meters. The Board shall monthly, as soon as practicable after receipt of the invoice for electrical usage the previous month, specially assess each apartment for the amount of electricity consumed as displayed on such apartment's check meter. To the extent possible, readings of each check meter shall be made contemporaneously with the reading of the master meter(s). The Board shall assess for electricity consumed at a rate equal to the rate actually charged for electricity furnished to the property.

21.6 The Board shall handle all assessments hereunder, whether for common expenses, capital contributions or electrical usage, so as to comply with applicable provisions of the Internal Revenue Code and the regulations adopted thereunder as well as applicable State and local tax laws and to avoid undue adverse tax consequences that might result to the Association or individual apartment owners.

## 22. VOTING.

At any meeting of the Association, each apartment owner, including Declarant, either in person or by proxy, shall be entitled to the same number of votes as the percentage of undivided interest of the common elements assigned to his

apartment as indicated in Exhibit "C" to this declaration. If there is more than one apartment owner with respect to a particular apartment, any or all of such apartment owners may attend any meeting of the Association, but it shall be necessary for all such apartment owners present, in person or by proxy, to act unanimously in order to cast the votes appertaining to their apartment. In any case where there is more than one owner with respect to a particular apartment, the Board shall be notified by writing signed by all owners of such apartment at least 3 days in advance of any meeting of the Association of the identity of the party authorized to cast the votes appertaining to that apartment. Such notification shall be conclusive evidence of the designated party's authority to cast the votes appertaining to his apartment until such time as the Board is notified otherwise in writing.

23. NOTICES.

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

Board of Directors  
Lafayette Place Home  
Owners Association  
7500 Callaghan Road  
San Antonio, Texas

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24. NO WAIVER.

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

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25. ENFORCEMENT.

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

26. DECLARANT AND DECLARANT'S USE.

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

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

27. SEVERABILITY.

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

28. CAPTIONS.

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

29. LAW CONTROLLING.

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

30. EFFECTIVE DATE.

This amended declaration shall take effect when recorded.

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IN WITNESS WHEREOF, the undersigned has executed this instrument this 4th day of December, 1978.

XANADU, INC.

By Jeffery R. Jones  
Jeffery R. Jones, Vice President

CERTIFICATE OF AMENDMENT

STATE OF TEXAS §  
COUNTY OF BEXAR §

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1. Xanadu, Inc., at this time, is the owner of at least three-fourths (3/4) of the individual interest in the common elements of Lafayette Place.
2. The foregoing document entitled Declaration, Lafayette Place (A Condominium), (Amended December 4, 1978) has been executed to correct certain errors in Plats attached as Exhibit "B" to the original Declaration dated July 31, 1978. Appendix "C" of the original Declaration has been amended to reflect the changes shown on the revised Plats. Additionally, Paragraph 7.1 of the original Declaration has been amended merely to delete reference to the method employed to compute the percentage of undivided interest in the common elements appertaining to each apartment.
3. Other than those provided above, no other change has been made to the original Declaration.
4. The amendments provided above do not change the percentage of undivided interest in the common element of any owner and do not materially affect any mortgagee.

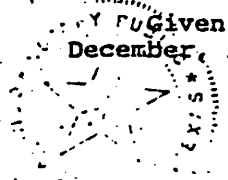
XANADU, INC.

By Jeffery R. Jones  
Jeffery R. Jones, Vice President

STATE OF TEXAS §  
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Jeffery R. Jones, Vice President of XANADU, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me on oath that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said corporation and that the statements contained in the Certificate of Amendment are, to the best of his knowledge and belief, true and correct.

Given under my hand and seal of office this 4th day of December, 1978.



Jane F. Hensfield  
Notary Public in and for  
Bexar County, Texas

JANE F. HENSENFELD  
Notary Public, Bexar County, Texas

APPENDIX C

LAFAYETTE PLACE APARTMENTS  
Apartment Inventory

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<u>Apartment Number</u>	<u>General Description*</u>	<u>Approximate Square Footage</u>	<u>Percentage Ownership of Common Elements</u>
101-A	C	1707	.4738
102-A	C	1707	.4738
103-A	C	1707	.4738
104-A	C	1707	.4738
105-A	A	1268	.3616
106-A	A	1268	.3616
107-A	A	1268	.3616
108-A	A	1268	.3616
109-B	C	1707	.4738
110-B	C	1707	.4738
111-B	C	1707	.4738
112-B	A	1707	.4738
113-B	A	1281	.3616
114-B	A	1281	.3616
115-B	A	1281	.3616
116-B	A	1281	.3616
117-C	B	2102	.6090
118-C	A	1267	.3604
119-C	B	2102	.6090
120-C	A	1267	.3604
121-D	C	1707	.4773
122-D	C	1707	.4773
123-D	C	1707	.4773
124-D	C	1707	.4773
125-D	A	1266	.3619
126-D	A	1266	.3619
127-D	A	1266	.3619
128-D	A	1266	.3619
129-E	B	2102	.6299
130-E	A	1266	.3622
131-E	B	2102	.6299
132-E	A	1266	.3622
133-F	C	1872	.5084
134-F	C	1872	.5084
135-F	C	1872	.5084
136-F	C	1872	.5084
137-F	A	1274	.3918
138-F	A	1274	.3918
139-F	A	1274	.3918
140-F	A	1274	.3918
141-G	C	1872	.5084
142-G	C	1872	.5084
143-G	C	1872	.5084
144-G	C	1872	.5084
145-G	A	1274	.3918
146-G	A	1274	.3918
147-G	A	1274	.3918
148-G	A	1274	.3918
149-H	B	2095	.6090
150-H	B	2095	.6090
151-H	B	2095	.6090
152-H	B	2095	.6090
153-I	C	1872	.5084
154-I	C	1890	.5148
155-I	C	1872	.5084

\*  
A = 2 BR 2 BA  
B = 3 BR 2 BA  
C = 2 BR 2 BA DEN

<u>Apartment Number</u>	<u>General Description*</u>	<u>Approximate Square Footage</u>	<u>Percentage Ownership of Common Elements</u>
156-I	C	1890	.5148
157-I	A	1274	.3918
158-I	A	1274	.3918
159-I	A	1274	.3918
160-I	A	1294	.3918
161-J	B	2131	.6090
162-J	B	2095	.6090
163-J	B	2095	.6090
164-J	B	2095	.6090
165-K	B	1629	.4735
166-K	B	1629	.4735
167-K	A	1594	.4634
168-K	A	1594	.4634
169-K	A	1594	.4634
170-K	A	1594	.4634
171-L	B	1629	.4680
172-L	B	1629	.4680
173-L	A	1618	.4665
174-L	A	1541	.4665
175-L	A	1644	.4735
176-L	A	1541	.4735
177-M	C	1867	.5427
178-M	C	1867	.5427
179-M	C	1867	.5427
180-M	C	1867	.5427
181-N	C	1867	.5427
182-N	C	1867	.5427
183-N	C	1867	.5427
184-N	C	1867	.5427
185-O	B	2091	.6078
186-O	B	2091	.6078
187-O	B	2091	.6078
188-O	B	2091	.6078
189-P	B	2091	.6078
190-P	B	2091	.6078
191-P	B	2091	.6078
192-P	B	2091	.6078
193-P	B	1597	.4642
194-P	B	1597	.4642
195-Q	A	1370	.3982
196-Q	A	1370	.3982
197-Q	A	1370	.3982
198-Q	A	1370	.3982
199-Q	A	1370	.3982
200-Q	A	1370	.3982
201-Q	A	1370	.3982
202-Q	A	1370	.3982
203-R	A	1370	.3982
204-R	A	1370	.3982
205-R	A	1370	.3982
206-R	A	1370	.3982
207-R	A	1370	.3982
208-R	A	1370	.3982
209-R	A	1370	.3982
210-R	A	1370	.3982
211-S	A	1370	.3982
212-S	A	1370	.3982
213-S	A	1370	.3982
214-S	A	1370	.3982
215-S	B	1754	.5099

\* A = 2 BR 2 BA  
 B = 3 BR 2 BA  
 C = 2 BR 2 BA DEN

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<u>Apartment Number</u>	<u>General Description*</u>	<u>Approximate Square Footage</u>	<u>Percentage Ownership of Common Elements</u>
216-S	B	1754	.5099
217-T	A	1370	.3982
218-T	A	1370	.3982
219-T	A	1370	.3982
220-T	A	1370	.3982
221-T	B	1631	.4857
222-T	B	1631	.4857
223-T	B	1631	.4857
224-T	B	1631	.4857
225-U	A	1370	.3982
226-U	A	1370	.3982
227-U	A	1370	.3982
228-U	A	1370	.3982
229-U	B	1631	.4857
230-U	B	1631	.4857
231-U	B	1631	.4857
232-U	B	1631	.4857
233-V	C	1867	.5427
234-V	C	1867	.5427
235-V	C	1867	.5427
236-V	C	1867	.5427
237-W	C	1867	.5427
238-W	C	1867	.5427
239-W	C	1867	.5427
240-W	C	1867	.5427
241-W	C	1867	.5427
242-W	C	1867	.5427
243-W	C	1867	.5427
244-W	C	1867	.5427
245-X	B	2091	.6078
246-X	B	2091	.6078
247-X	B	2108	.6078
248-X	B	2108	.6078
249-Y	A	1598	.4645
250-Y	A	1598	.4645
251-Y	A	1598	.4645
252-Y	A	1598	.4645
253-Y	A	1598	.4645
254-Y	A	1598	.4645
255-Y	A	1598	.4645
256-Y	A	1598	.4645
257-Z	A	1416	.3956
258-Z	A	1416	.3956
259-Z	A	1416	.3956
260-Z	A	1416	.3956
261-Z	A	1604	.4663
262-Z	A	1604	.4663
263-Z	A	1604	.4663
264-Z	A	1604	.4663
301-AA	B	1591	.4625
302-AA	B	1591	.4625
303-AA	A	1599	.4648
304-AA	A	1599	.4648
305-AA	A	1599	.4648
306-AA	A	1599	.4648
307-BB	B	2085	.6061
308-BB	B	2085	.6061
309-BB	B	2085	.6061
310-BB	B	2085	.6061
335-CC	C	1872	.5035
336-CC	C	1872	.5035
337-CC	C	1872	.5035
338-CC	C	1872	.5035

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\* A = 2 BR 2 BA  
 B = 3 BR 2 BA

<u>Apartment Number</u>	<u>General Description*</u>	<u>Approximate Square Footage</u>	<u>Percentage Ownership of Common Elements</u>
339-CC	B	2125	.6171
340-CC	B	2125	.6171
341-CC	B	2125	.6171
342-CC	B	2125	.6171
343-DD	C	1871	.5439
344-DD	C	1871	.5439
345-DD	C	1871	.5439
346-DD	C	1871	.5439
347-DD	C	1871	.5439
348-DD	C	1871	.5439
349-DD	C	1871	.5439
350-DD	C	1871	.5439
351-EE	B	2085	.6061
352-EE	B	2085	.6061
353-EE	B	2085	.6061
354-EE	B	2085	.6061
355-FF	A	1599	.4648
356-FF	A	1599	.4648
357-FF	A	1599	.4648
358-FF	A	1599	.4648
359-FF	B	1591	.4625
360-FF	B	1591	.4625
361-GG	A	1370	.3982
362-GG	A	1370	.3982
363-GG	A	1370	.3982
364-GG	A	1370	.3982
365-GG	A	1370	.3982
366-GG	A	1370	.3982
367-GG	A	1370	.3982
368-GG	A	1370	.3982

\*  
A = 2 BR 2 BA  
B = 3 BR 2 BA  
C = 2 BR 2 BA DEN