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CONDOMINIUM DECLARATION
FOR
CHICHESTER HILL TOWNHOUSES

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

THAT WHEREAS, THE GILL CORPORATION, a Texas corporation,
hereinafter called "Declarant", is the owner of real property
situated in the County of Bexar, State of Texas, being described
as follows, to wit:

Being 1.2657 acres of land and being all of Lots 41 through 51, part
of Lots 1 through 5, and all of a 12 foot wide alley west of Lots
41 through 51, Block 69, County Block 4050, Montclair Addition of
the City of Alamo Heights, Bexar County, Texas, and being all of the
land conveyed to The Gill Corporation, a Texas corporation, by deeds
recorded in Volume 6585, Page 388, Volume 6787, Page 685, Volume 6787,
Page 681, and Volume 6787, Page 683, of the Deed Records of Bexar
County, Texas.

BEGINNING at a 1/2" iron pin for the south corner of said Lot 51,
Block 69, the south corner of this tract, and the northwest corner of
the intersection of Chichester Place and North New Braunfels Avenue;
THENCE with the northeast line of Chichester Place N 70°11'00" W
257.88 feet to a point in the southwest line of said Lot 1, Block 69;
THENCE through said Block 69, N 00°52'22" E 118.95 feet to a point in
the north line of said Lot 5, Block 69;
THENCE with the north line of said Lot 5, Block 69, N 88°18'15" E
78.58 feet to a 1/2" iron pin for the northeast corner of said Lot 5,
Block 69;
THENCE with west line of said 12 foot wide alley N 01°41'45" W 100.00
feet to the northeast corner of Lot 9, Block 69, County Block 4050,
Montclair Addition of the City of Alamo Heights, Bexar County, Texas,
according to plat recorded in Plat Book 105, Page 9 of the Deed Records
of Bexar County, Texas;
THENCE across said 12 foot wide alley and along the north line of said
Lot 41, Block 69, N 88°18'15" E 156.00 feet to a 1/2" iron pin for the
northeast corner of this tract and the northeast corner of said Lot 41,
Block 69;
THENCE with the west line of North New Braunfels Avenue and the east
line of this tract S 01°41'45" E 313.40 feet to the place of beginning

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which property is described on the attached map or plat thereof marked Exhibit B which by this reference is made a part hereof;
AND

WHEREAS, Declarant, as Developer desires to establish a condominium regime under the Condominium Act of the State of Texas, (Article 1301a, et seq., Vernon's Revised Texas Statutes) and submit such property to the regime established by said Act; and

WHEREAS, Declarant has executed plans for the construction of buildings and other improvements appurtenant thereto on the property described in said Exhibit B which when completed shall consist of seventeen (17) separately designated condominium units; and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the townhouse units in the buildings 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 common elements;

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, 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 improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

1. DEFINITIONS, unless the context shall expressly provide

otherwise:

(a) "Townhouse" or "Townhouse Unit" shall mean the elements of a condominium which are not owned in common with the Owners of other condominiums in the project as shown on the Map. The boundary lines of each Unit are the interior surfaces of its perimeter walls, bearing walls, lower level floors, top story ceilings, windows and window frames, door and door frames, and trim, and includes both the portions of the building so described and the air space so encompassed. Also part of the Townhouse are the garages, balconies, patios and porch areas indicated on the map as appurtenant to a specific unit, and designated by the prefixes G, B, P and E respectively.

(b) "Condominium Unit" shall mean the entire estate in the real property owned by any owner, consisting of an undivided interest in the common elements and ownership of a separate interest in a Townhouse Unit.

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

(d) "General Common Elements" means and includes:

- (1) The land on which the buildings are located;
- (2) The foundations, columns, girders, beams, supports, main walls and roofs;
- (3) The yards, gardens, parking areas, fences, storage spaces, streets, service drives, walks, service easements;
- (4) The installations consisting of the equipment

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and materials making up central services such as power, light, gas and the like;

(5) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

(e) "Limited Common Elements" means a part of the general common elements reserved for the exclusive use of the owner of a condominium.

(f) "Entire Premises" or "Property" means and includes the land, the buildings, all improvements and structures thereon, and all rights, easements and appurtenances belonging thereto.

(g) "Common Expenses" means and includes:

(1) All sums assessed against the general common elements by the Managing Agent or Board of Managers;

(2) Expenses of administration and management, maintenance, repair and 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 by the Bylaws.

(h) "Association of Unit Owners" or "Association" means a Texas non-profit corporation or subsequent entities hereafter established for such purpose, which shall govern and operate this condominium property, and the members of which shall be all of the owners of the condominium units.

(i) "Map", "Survey Map" or "Plans" means and includes the engineering survey of the land locating thereof, all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of the improvements, same being herewith filed, consisting of four (4) sheets labeled, Exhibit B, Page 1 through Page 4 inclusive, and incorporated herein.

2. 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; (3) floor plans and elevation plans of the building built or to be built thereon showing the location, the building designation, the townhouse designation and the linear dimensions of each townhouse unit, and the limited common elements; (4) the elevations of the unfinished interior surfaces of the floors and ceilings as established from a datum plan.

3. The real property is hereby divided into the following separate fee simple estates.

(a) Seventeen (17) fee simple estates consisting of seventeen (17) separately designed townhouse units, each unit identified by number and building symbol or designation on the map.

(b) The remaining portion of the entire premises, referred to as the general common elements, which shall be held in common

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by the owners; the owner of each Townhouse unit shall own an undivided interest in the general common elements to the extent set opposite the Townhouse designation in Exhibit C.

4. A portion of the general common elements set aside and reserved for the exclusive use of individual owners shall be designated as the limited common elements.

5. Each townhouse and its pro rata interest in and to the general common elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only as a condominium unit.

6. Every deed, lease, mortgage, trust deed or other instrument may legally describe a condominium unit by its identifying townhouse number and building symbol or designation as shown on the map, followed by the words "Chichester Hill Townhouses" 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. Declarant shall give written notice to the assessor of the creation of condominium ownership of this property, as is provided by law, so that each townhouse unit and its percentage of undivided interest in the general common elements shall be deemed a separate parcel and subject to separate assessment and taxation.

8. 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. The general common elements shall be owned in common

by all of the owners of the townhouse units and shall remain undivided, and no owner shall bring any action for partition or division of the general elements. 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. Each owner shall be entitled to exclusive ownership and possession of his townhouse. 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.

11. Each townhouse shall be occupied and used by the owner only as and for a single family residential dwelling for the owner, his family, his social guests or his tenants.

12. If any portion of the general common elements encroaches upon a townhouse 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 or portions of a townhouse 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 encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements or the townhouse units.

13. Subsequent to the completion of the improvements described on the map, no labor performed or materials furnished and incorporated in a townhouse unit with the consent or at the request of

the owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the 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 townhouse unit of any other owner or against the general common elements for construction performed or for labor, materials, services or other products incorporated in the owner's townhouse unit at such owner's request.

14. This condominium property shall be governed and operated by Chichester Hill Townhouse Association, a Texas non-profit corporation, hereinafter referred to as the "Association" and any subsequent entity established for such purpose. A copy of the current Bylaws of such Association is hereto attached, marked Exhibit A and incorporated herein; and same shall be deemed adopted by Declarant as sole owner of the property herein described, and all owners shall be bound thereby. 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 his ownership. Until a date three years from the date of completion of construction of the project or until all units have been sold, whichever is sooner, the rights, duties and functions of the Board of Managers shall at Declarant's option be exercised by Declarant.

15. The owners shall have the irrevocable right, to be exercised by the Managing Agent or Board of Managers of the Association, to have access to each townhouse unit from time to time during

reasonable hours as may be necessary for the maintenance, repair or replacement of any of the general common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to another townhouse unit or units.

16. An owner shall maintain and keep in repair the interior of his own townhouse, including the fixtures thereof. All fixtures and equipment, including heating and air conditioning system, installed within the townhouse unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the townhouse 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 compressor, hot water heater unit, fans, ductwork, heating unit and cooling coils, utilized in and for his unit; as well as all other fixtures 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 glass in windows and doors. As the garages, porches, balconies, decks, courtyards and patios form part of the individual townhouse unit, the owner of the unit shall maintain same in good condition and repair.

17. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. No owner shall in any way alter, modify, add to, or otherwise perform any work whatever upon any of the common

elements, save with written consent of the Board of Managers first obtained.

18. An owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, lower level floors and top story ceilings surrounding his townhouse unit, nor shall such owner be deemed to own the utilities running through his townhouse unit which are utilized for, or serve more than one townhouse 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.

19. Each owner shall comply strictly with the provisions of this Declaration, the Bylaws 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 the Managing Agent or Board of Managers on behalf of the owners or, in proper case, by an aggrieved owner.

20. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners representing an aggregate ownership interest of seventy-five percent (75%) of the general common elements, agree to such revocation or amendment by instruments duly recorded.

21. The assessments made shall be based upon the cash requirements deemed to be such aggregate sum as the Managing Agent or Board of Managers of the Association shall from time to time determine is to be paid by all of the owners, to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the general and limited common elements, which sum may include, among other things, cost of management, taxes, assessments, fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached, issued in the amount of the maximum replacement value of all of the condominium units, casualty and public liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs and renovations, garbage collections, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent or Board of Managers under or by reason of this Declaration, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as other costs and expenses relating to the general and limited common elements. 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. Declarant will be liable for the amount of any assessment against completed units owned by Declarant.

The Managing Agent or Board of Managers shall obtain and maintain at all times insurance of the type and kind provided hereinabove and including for such other risks, of a similar or

dissimilar nature, as are or shall hereafter customarily be covered with respect to other townhouse or 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 the insured, which policy or policies shall identify the interest of each condominium unit owner and which shall provide for a standard, non-contributory mortgagee clause in favor of each first mortgagee. It shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten days prior written notice to each first mortgagee. Said Managing Agent or Board of Managers shall, upon request of any first mortgagee, furnish a certified copy of each blanket policy and the separate certificate identifying the interest of the mortgagor.

Exclusive authority to adjust losses under policies hereafter in force in the project shall be vested in the Board of Managers or its authorized representative;

In no event shall the insurance coverage obtained and maintained by the Board of Managers hereunder, be brought into contribution with insurance purchased by individual owners or their mortgagees;

Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Managers, in behalf

of all of the Owners, may realize under any insurance policy which the Board of Managers may have in force on the project at any particular time;

Each Owner shall be required to notify the Board of Managers of all improvements made by the Owner to his Unit, the value of which is in excess of One Thousand Dollars (\$1,000.00);

Any Owner who obtains individual insurance policies covering any portion of the project other than personal property belonging to such Owner, shall be required to file a copy of such individual policy or policies with the Board of Managers within thirty (30) days after purchase of such insurance;

The Board of Managers shall be required to make every effort to secure insurance policies that will provide for the following:

(a) A waiver of subrogation by the insurer as to any claims against the Board of Managers, the Managing Agent, the Owners and their respective servants, agents and guests.

(b) That the blanket policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Owners;

(c) That the blanket policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Managers or Managing Agent without prior demand in writing that the Board of Managers or Managing Agent cure the defect;

(d) That any "no other insurance" clause in the blanket

policy exclude individual owners' policies from consideration;

The Managing Agent or Board of Managers shall make an annual insurance review which shall include an appraisal of the improvements in the project by a representative of the insurance carrier writing the blanket policy.

22. All owners shall be obligated to pay the estimated assessments imposed by the Board of Managers or Managing Agent of the Association to meet the common expenses. The assessments shall be made pro rata according to each owner's percentage interest in and to the general common elements. Assessments for the estimated common expenses shall be due monthly in advance on or before the fifth day of each month. Failure to pay by the fifteenth day of each month shall require the imposition and assessment of a late charge of \$5.00. Contribution for monthly assessments shall be prorated if the ownership of a condominium unit commences on a day other than on the first day of a month.

23. 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 common elements, or by abandonment of his townhouse.

24. All sums assessed but unpaid for the share of common expenses chargeable to any condominium unit, including interest thereon at eight percent per annum, shall constitute a lien on such unit superior (prior) to all other liens and encumbrances, except only for:

(a) Tax and special assessment liens in favor of any

assessing agency, and

(b) All sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance, and including additional advances made thereon prior to the arising of such a lien.

To evidence such lien the Board of Managers or Managing Agent may, but shall not be required to, prepare a 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 a notice shall be signed by one of the Board of Managers or by the Managing Agent and may be recorded in the office of the Clerk and Recorder 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 in like manner as a mortgage on real property upon the recording of a notice or claim thereof. 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 the 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.

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.

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 amounts paid of the same rank as the lien of his encumbrance.

25. Upon the written request of any owner or any encumbrancer or prospective encumbrancer of a condominium unit, the Association, by its Managing Agent or Board of Managers, shall issue a written statement setting forth the unpaid common expenses, if any, with respect to the subject unit, the amount of the current monthly assessments and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association 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 days, all unpaid common expenses 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 grantee of a unit shall be jointly and severally liable with the 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 the grantor the amounts paid by the grantee. The

Grantee shall be entitled to a statement from the Managing Agent or Board of Managers, setting forth the amount of the unpaid assessment, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten days of such request, then such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the subject unit.

26. Sale or Lease Right of First Refusal. In the event any Owner of a condominium shall wish to resell or lease the same, and shall have received a bona fide offer therefor from a prospective purchaser or tenant, the remaining Owners shall be given written notice thereof together with an executed copy of such offer and the terms thereof. The remaining Owners through the Board of Managers or a person named by them shall have the right to purchase or lease the subject condominium upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase or lease is given to the selling or leasing Owner, and a matching down payment or deposit is provided to the selling or leasing Owner during the fifteen (15) day period immediately following the delivery of the notice of the bona fide offer and copy thereof to purchase or lease.

In the event the Board of Managers determines that it

desires to purchase or lease a condominium as above provided, but believes that the price or rental specified in the notice is unreasonable, the Board of Managers shall give the Owner of said condominium written notice thereof within ten (10) days after its receipt of notice of the proposed sale or lease. The notice thus given by the Board of Managers shall state that the Board of Managers has elected or thereby elects to purchase or lease said condominium and shall state further that the Board of Managers believes the price or rental specified in the notice given to it is unreasonable. The Board of Managers shall therefore be obliged to purchase or lease said condominium at a price or rental to be determined by a group of three (3) M.A.I. appraisers to be selected as follows: The Board of Managers shall select one appraiser, the condominium Owner concerned shall select one appraiser and the two appraisers thus selected shall select a third appraiser. In the event the three appraisers cannot unanimously agree on a price or rental to be paid, the decision of any two of the three shall be binding on all parties. The Board of Managers and the condominium Owner shall make every reasonable effort to select their respective appraisers and to take any action on their part to be taken so as to secure a decision respecting the price or rental which is to be paid at the earliest possible date.

In the event any Owner shall attempt to sell or lease his condominium without affording to the other Owners the right of first refusal herein provided, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the in-

tended purchaser or lessee.

The subleasing or subrenting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the Owner under these covenants shall continue, notwithstanding the fact that he may have leased or rented said interest as provided herein.

In no case shall the right of first refusal reserved herein affect the right of an Owner to subject his condominium to a trust deed, mortgage or other security instrument.

The failure of or refusal by the Board of Managers to exercise the right to so purchase or lease shall not constitute or be deemed to be a waiver of such right to purchase or lease when an Owner receives any subsequent bona fide offer from a prospective purchaser or tenant.

27. Mortgages not Affected by Right of First Refusal. In the event of any default on the part of any Owner under any first mortgage made in good faith and for value, which entitled the holder thereof to foreclose same, any sale under such foreclosure, including delivery of a deed to the first mortgagee in lieu of such foreclosure, shall be made free and clear of the provisions of paragraph 26, and the purchaser (or grantee under such deed in lieu of foreclosure) of such condominium shall be thereupon and thereafter subject to the provisions of this Declaration. If the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall be the then holder of the first mortgage, or its nominee, the said holder or nominee may thereafter sell and

convey the condominium free and clear of the provisions of paragraph 26, but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

The transfer of a deceased joint tenant's interest to the surviving joint tenant or the transfer of a deceased's interest to a devisee by will or his heirs at law under intestacy laws shall not be subject to the provisions of paragraph 26.

If an Owner of a condominium can establish to the satisfaction of the Board of Managers that a proposed transfer is not a sale or lease, then such transfer shall not be subject to the provisions of paragraph 26.

28. Certificate of Satisfaction of Right of First Refusal. Upon written request of any prospective transferor, purchaser, tenant or an existing or prospective mortgagee of any condominium, the Board of Managers shall forthwith, or where time is specified, at the end of the time, issue a written and acknowledged certificate in recordable form, evidencing that:

(a) With respect to a proposed lease or sale under paragraph 26, that proper notice was given by the selling or leasing owner and that the remaining Owners did not elect to exercise their option to purchase or lease;

(b) With respect to a deed to a first mortgagee or its nominee in lieu of foreclosure, and a deed from such first mortgagee or its nominee, pursuant to paragraph 27, that the deeds were in fact given in lieu of foreclosure and were not subject to the provisions of paragraph 26.

(c) With respect to any contemplated transfer which is not in fact a sale or lease, that the transfer is not or will not be subject to the provisions of paragraph 26; such a certificate shall be conclusive evidence of the facts contained therein.

29. No Partition. There shall be no judicial partition of the project or any part thereof, 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 Paragraph 30 hereof in the case of damage or destruction or unless the property has been removed from the provisions of the Texas Condominium Act; provided, however, that if any condominium shall be owned by two or more co-tenants as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. But such partition shall not affect any other condominium.

30. Damage and Destruction. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the buildings, shall be applied to such reconstruction. Reconstruction of the buildings, as used in this paragraph means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with each Unit and the Common Area having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished by the Managing Agent or Board of Managers.

If the insurance proceeds are insufficient to reconstruct the building, damage to or destruction of the building shall be

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promptly repaired and restored by the Managing Agent or Board of Managers, using proceeds of insurance, if any, on the buildings for that purpose, and the Unit owners shall be liable for assessment for any deficiency. However, if three-fourths or more of the buildings are destroyed or substantially damaged and if the Owners, by a vote of at least three-fourths of the voting power, do not voluntarily, within one hundred days after such destruction or damage, make provision for reconstruction, the Managing Agent or Board of Managers shall record, with the county recorder, a notice setting forth such facts, and upon the recording of such notice:

- (1) the property shall be deemed to be owned in common by the Owners;
- (2) the undivided interest in the property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Area;
- (3) any liens affecting any of the condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the property; and
- (4) the property shall be subject to an action for partition of the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Common Area, after

first paying out of the respective shares of the Owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each Owner.

Notwithstanding all other provisions hereof, the owners may, by an affirmative vote of those representing seventy-five percent (75%) of the undivided ownership of the general common elements elect to remodel, sell or otherwise dispose of the property. Such action shall be binding upon all Owners and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

31. Upon date to be determined as described in paragraph 14, herein Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the entire premises and furnished by Declarant, which property is intended for the common use and enjoyment of the condominium unit owners and occupants. No owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the owner's termination of possession of his condominium unit.

32. All notices, demands or other notices intended to be served upon an owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such owner in care of the townhouse number and building address of such owner. All notices, demands or other notices intended to be served upon the Managing Agent, The Gill Corporation, or the Board of Managers of the Associa-

tion or the Association, shall be sent by ordinary or certified mail, postage paid, to 615 Soledad Street, San Antonio, Texas 78205, until such address is changed by a notice of address change duly recorded.

33. It is the intention of Declarant to establish a condominium regime under the Condominium Act of the State of Texas, and any provision hereof shall always be construed to effect that purpose, but 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 such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

34. That 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, Declarant, by its corporate officers, has duly executed this Declaration this 30th day of August 1972.



THE GILL CORPORATION

Richardson B. Gill
Secretary

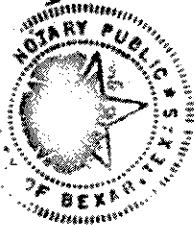
By: [Signature]
President

THE STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared CHRISTOPHER GILL, President of THE GILL CORPORATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of August 1972.



Anna H. Kincaid
Notary Public, Bexar County, Texas
Anna H. Kincaid

EXHIBIT A
TO
CONDOMINIUM DECLARATION
FOR
CHICHESTER HILL TOWNHOUSES

BYLAWS
OF
CHICHESTER HILL TOWNHOUSE ASSOCIATION

The name of the organization shall be the CHICHESTER HILL
TOWNHOUSE ASSOCIATION (hereafter called "the Association").

ARTICLE 1

OBJECT

1. The purpose for which this non-profit corporation is formed is to govern the condominium property situated in the County of Bexar, State of Texas, which property is described on the attached Exhibit "B", which by this reference is made a part hereof, and which property has been submitted to the provisions of the Condominium Act of the State of Texas. (Article 1301a., et seq., Vernon's Revised Texas Statutes)

2. All present or future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "Units") of the project or the mere act of occupancy of any of said units will signify that these Bylaws are accepted ratified, and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, QUORUM, PROXIES

1. Membership. Any person on becoming an owner of a condominium unit shall automatically become a member of this Association.

and be subject to these Bylaws. 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 Chichester Hill Townhouses, during the period of such ownership and membership in 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 membership card to the owner(s) of a condominium unit. Such membership card shall be surrendered to the Secretary whenever ownership of the condominium unit designated thereon shall terminate.

2. Voting. Voting shall be based upon the percentage of the undivided interest of each unit owner in the general common elements. An owner of an undivided fractional interest in and to a condominium unit shall be entitled to vote equal to his fractional ownership interest in such unit. Cumulative voting is prohibited.

3. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of owners representing thirty percent (30%) ownership of the general common elements 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.

ARTICLE III
ADMINISTRATION

1. Association Responsibilities. The owners of the units will constitute the members of the Association and will be herein referred to as "owners" who will elect a Board of Managers for the management of the project.

2. Place of Meetings. Meetings of the Association shall be held at such place as the Board of Managers may determine.

3. Annual Meeting. There shall be a meeting of the Association on the first Monday of December of each year at 8:00 P.M. upon the common area or at such other reasonable time and place (not more than sixty (60) days before or after such date). At such meetings there shall be elected by ballot of the owners a Board of Managers in accordance with the requirements of paragraph 3 of Article IV of these Bylaws. The owners may also transact such other business of the Association as may properly come before them.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Managers or upon a petition signed by thirty percent (30%) of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four fifths of the owners present, either in person or by proxy.

5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose

thereof as well as the time and place where it is to be held, to each owner of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

6. Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting at a time not less than forty eight (48) hours from the time the original meeting was called.

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

- (a) Roll Call
- (b) Proof of Notice of Meeting or waiver of notice
- (c) Reading of minutes of preceding Meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of managers
- (g) Unfinished business
- (h) New business

ARTICLE IV

BOARD OF MANAGERS

1. Number and Qualifications. Subject to the provisions of Section 4 of this Article. The affairs of this Association shall be governed by a Board of Managers composed of three (3) persons.

2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first-class residential condominium project. The Board of Managers may do all such acts and things as are not by these Bylaws or by the Condominium

Declaration for Chichester Hill Townhouses, directed to be exercised and done by the owners.

3. Other Powers and Duties. The Board of Managers shall be empowered and shall have the duties as follows:

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

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

(c) To keep in good order, condition and repair all of the general and limited common elements and all items of personal property used in the enjoyment of the entire premises.

(d) To insure and keep insured all of the insurable general common elements of the property in an amount equal to their maximum replacement value as provided in the Declaration. Maximum replacement value shall be determined annually by one or more written appraisals. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts of not less than \$100,000.00 per person and \$300,000.00 per accident and \$50,000.00 property damages. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association, and the owners of the condominium units and their first mortgagees.

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

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these Bylaws.

(g) To protect and defend the entire premises from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any expenditure or outlay required to execute all such instruments evidencing such indebtedness shall be the several obligation of all of the owners in the same proportion as their interest in the general common elements.

(i) To enter into contracts within the scope of their duties and powers.

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

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit

examination thereof at any reasonable time by each of the owners, and to cause a complete audit of the books and accounts by a competent certified public accountant, once each year.

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

(m) To meet at least once each quarter.

(n) To designate the personnel necessary for the maintenance and operation of the general and limited common elements.

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

4. Managing Agent. The initial Managing Agent shall be THE RICHARD GILL COMPANY, whose address is 615 Soledad Street, San Antonio, Texas 78205. Until a date three years from the date of completion of construction of the project or until all units have been sold, whichever is sooner, the rights, duties, and functions of the Board of Managers shall at Declarant's option be exercised by the Declarant.

5. Election and Term of Office. At the first annual meeting of the Association, the term of office of one Manager shall be fixed at two years, and the term of office of one Manager shall be fixed at one year. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three years. The three persons acting as Managers shall hold office until their successors have been elected and hold their first meeting.

6. Vacancies. Vacancies on the Board of Managers caused by

any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall be Manager until a successor is elected at the next annual meeting of the Association.

7. Removal of Managers. At any regular or special meeting duly called, any one or more of the Managers may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

8. Organization Meeting. The first meeting of a newly elected Board of Managers shall be held within ten (10) days of the election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected; and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

9. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined, from time to time, by a majority of the Managers; but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each Manager, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

10. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) days notice to

each Manager, given personally, or by mail, telephone or telegraph, which notice shall state time, place (as hereinabove provided) and purpose of the meeting.

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

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

13. Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE V

OFFICERS

1. Designation. The officers of the Association shall be

a President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Managers.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Managers at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

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

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

5. Secretary. The Secretary shall keep all the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Managers may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known

addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the townhouse unit owned by such member and the garage or parking space and storage space assigned for use in connection with such townhouse unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

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

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND MANAGERS

The Association shall indemnify every manager or officer, his heirs, executors and administrators, against all loss, costs and expenses including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a manager or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by

counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such manager or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such manager or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article VI contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit, who is or has been a manager or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of Chichester Hill Townhouse Declaration as a member or owner of a condominium unit covered thereby.

ARTICLE VII

OBLIGATIONS OF OWNER

1. Assessments. All owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses. The assessments shall be made pro rata according to percentage interest in and to the general common elements and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these Bylaws, if and only if he shall have fully paid all assessments made or levied against him and the condominium unit owned by him.

2. Maintenance and Repair.

(a) Every owner must perform promptly at his own expense all maintenance and repair work within his own Townhouse unit, which if omitted would affect the project in its entirety or in a part belonging to other owners.

(b) An owner shall maintain and keep in repair, the interior of his own townhouse, including the fixtures thereof. All fixtures and equipment, including the heating and air conditioning system, installed within the townhouse unit, commencing at a point where the utility lines, pipes, wires, conduits or systems, (which for brevity are hereafter referred to as "utilities") enter the townhouse 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, is so required) the air conditioning compressor, hot water heater unit, fans, ductwork, heating unit and cooling coils, utilized in and for his unit; as well as all other fixtures situated within or installed into the limited common elements appurtenant to such unit; and an owner shall be obligated to promptly repair and replace any broken or cracked glass in windows and doors.

(c) Each owner shall keep clean the interior of the limited common elements assigned to his Townhouse unit, but the actual maintenance including painting and the replacement of doors and windows shall be the responsibility of the Association.

(d) An Owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element

damaged by his negligence or by the negligence of his tenants or agents.

3. Mechanic's Lien. Each Owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other townhouse units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's townhouse unit. In the event suit for foreclosure is commenced, then within ninety (90) days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one year together with the sum of One Hundred Dollars (\$100.00). Such sum or securities shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in Paragraph 24 of the Declaration.

4. General.

(a) Each owner shall comply strictly with the provisions of the Condominium Declaration for the Chichester Hill Townhouses.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Chichester Hill Townhouse project was built.

5. Use of Units -- Internal Changes.

(a) All units shall be utilized for single-family residential purposes only.

(b) An owner shall not make structural modifications or alterations to his unit or installations located therein without previously notifying the Association in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Board of Managers. The Association shall have the obligation to answer within five (5) days after such notice, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

6. 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 Managing Agent or to any other person authorized by the Board of Managers in case of any emergency originating in or threatening his 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 his 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.

8. Rules and Regulations.

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(a) All owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted.

(b) Nothing shall be done in any residential suit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon, which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said premises to be cancelled or suspended by the issuing company.

(c) Owners and occupants of units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radies, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb owners, tenants, or other occupants of condominium units of Chichester Hill Townhouses. No units shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining units, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur in or on any unit or upon any part of the common elements of Chichester Hill Townhouses.

(d) The common area is intended for use for the purpose of affording vehicular and pedestrian movement within the condominium, and of providing access to the units; those portions thereof adapted therefor for recreational use by the owners and occupants of units; and

all thereof, for the beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the common area shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the common area (common elements) be used for general storage purposes after the completion of the construction of the units by developer, except maintenance storage room, nor anything done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

(e) Not more than two (2) small dogs, cats, or other usual small household pets may be kept in any unit, provided always that such household pets shall be allowed on the common areas only as may be specified under reasonable rules therefor promulgated by the Board of Managers. Except as hereinabove stated, no animal, livestock, birds, or poultry shall be brought within the condominium or kept in or around any unit thereof.

(f) No resident of the condominium shall post any advertisement, signs, or posters, of any kind in or on the project except as authorized by the Association.

(g) Parking of automobiles shall be only in the space designated as parking for each unit; no unattended vehicle shall at any time be left in the alley ways or streets in such manner as to impede the passage of traffic or to impair proper access to parking areas. No boats, trailers or campers will be left in parking areas. No storage of any objects shall be permitted in the driveway area and the same

shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind.

(h) It is prohibited to hang bedding, garment, rugs, and/or any other materials from the windows or from any of the facades of the project.

(i) It is prohibited to dust rugs or other material from the windows, or to clean rugs by beating on the exterior part of the condominium units, or to throw any dust, trash, or garbage out of any of the windows of any of the units.

(j) It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.

(k) No owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machine or air conditioning units or any other devices whatsoever on the exterior of the project or that protrude through the walls or out of the windows, or on the roof of the project save as are expressly in writing previously approved by the Association.

(l) No owner or other occupant of any condominium unit shall make any alteration, modification or improvement, nor add any awnings, patio covers or other devices to the common elements of the condominium or remove or add to any planting, structure, furnishings or other equipment or object therefrom except with the written consent of the Association.

9. Destruction or Obsolescence. Each Owner shall, upon request therefor, execute a power of attorney in favor of the Association, irrevocably appointing the Association as his attorney-in-fact to deal

with the owner's condominium unit upon its destruction or obsolescence as is provided in Paragraph 30 of the Condominium Declaration for Chichester Hill Townhouses.

ARTICLE VIII

AMENDMENTS TO BYLAWS

1. Bylaws. These Bylaws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least seventy-five (75%) percent of the aggregate interest of the undivided ownership of the general common elements.

ARTICLE IX

MORTGAGES

1. Notice to Association. An owner who mortgages his unit shall notify the Association through the Managing Agent, if any, or the President or the Board of Managers, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Units".

2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE X

COMPLIANCE

These Bylaws are set forth to comply with the requirements of the State of Texas Condominium Act. If any of these Bylaws conflict with provisions of said statute, it is hereby agreed and accepted that the provision of the statute will apply.

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ARTICLE XI

This Association is not organized for profit. No member, member of the Board of Managers or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Managers; provided, however, always: (1) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association and (2) that any member of the Board of Managers may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XII

The registered office and the principal office of the transaction of business of this Association shall be 615 Soledad Street, San Antonio, Texas 78205, and the registered agent shall be Christopher Gill at the same address.

ARTICLE XIII

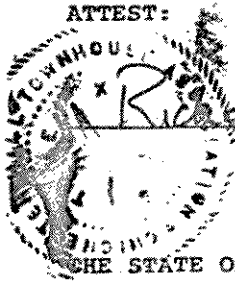
The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President and the Secretary of the Association.

IN WITNESS WHEREOF, the undersigned hereunto by and through its duly authorized officers has executed this instrument at San Antonio,

Texas, this 30th day of August 1972.

ATTEST:

CHICHESTER HILL TOWNHOUSE ASSOCIATION



Richardson B. Gill
Secretary

By: Christopher Gill
President

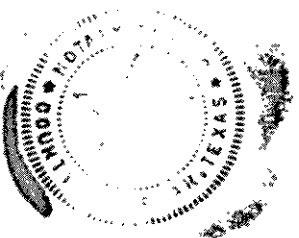
THE STATE OF TEXAS

COUNTY OF BEXAR

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared CHRISTOPHER GILL, President of CHICHESTER HILL TOWNHOUSE ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of August 1972.



Anna H. Kincaid

Notary Public, Bexar County, Texas

Anna H. Kincaid

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EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
CHESTER HILLS TOWNHOUSES
SHEET 1 OF 4

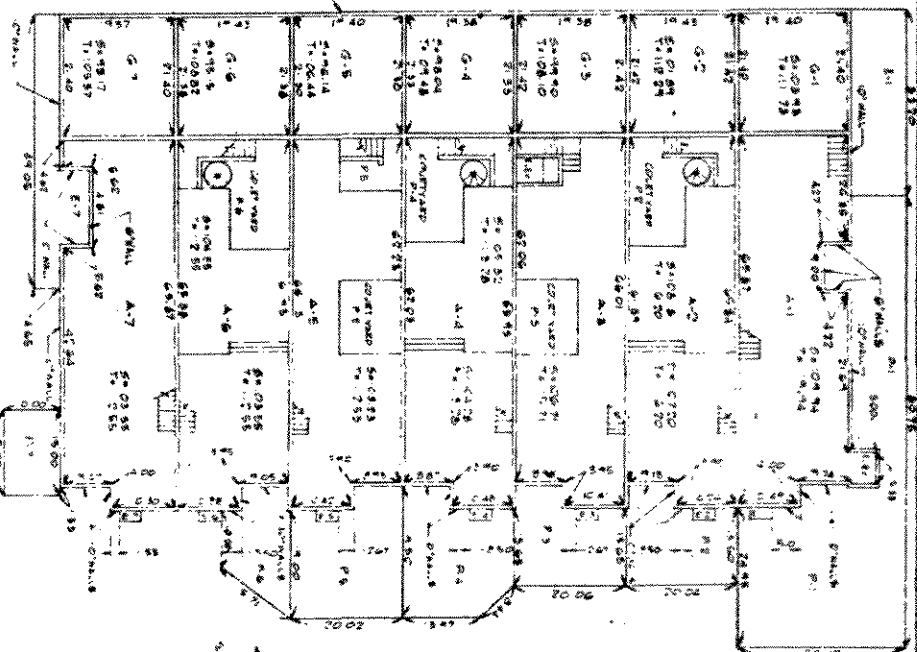
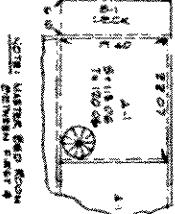
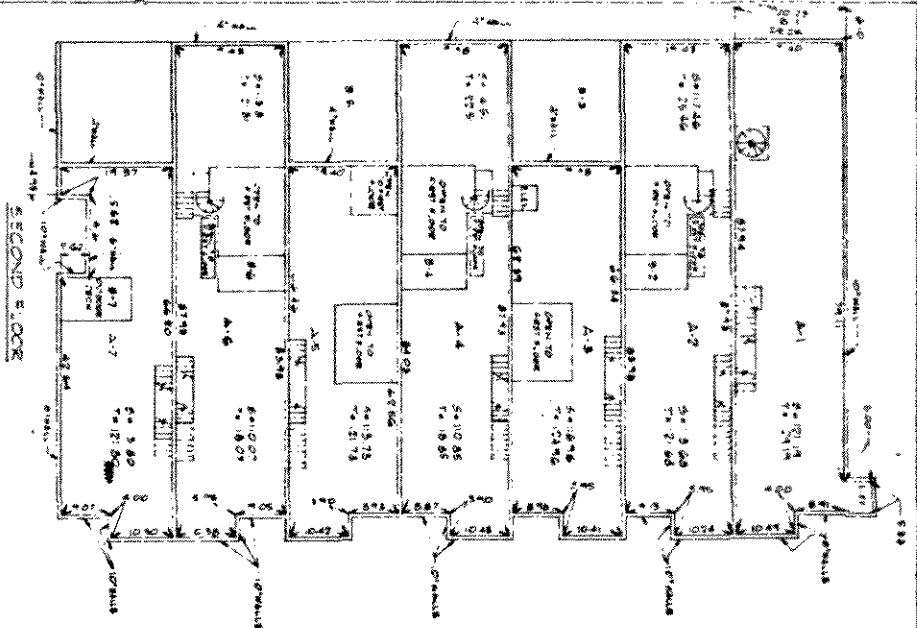


DATE: 10/20

014500 BATTLETT PLACE

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6204
By me & my wife
Eugene & Myrtle May 1910



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NOTE: FURNITURE WALLS SHOWN WHERE NOTED

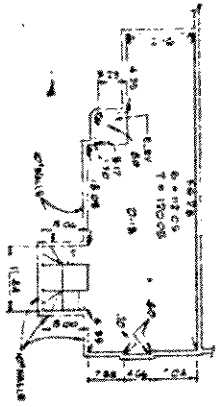
FIRST FLOOR

CONCRETE HALL TOWNHOUSES
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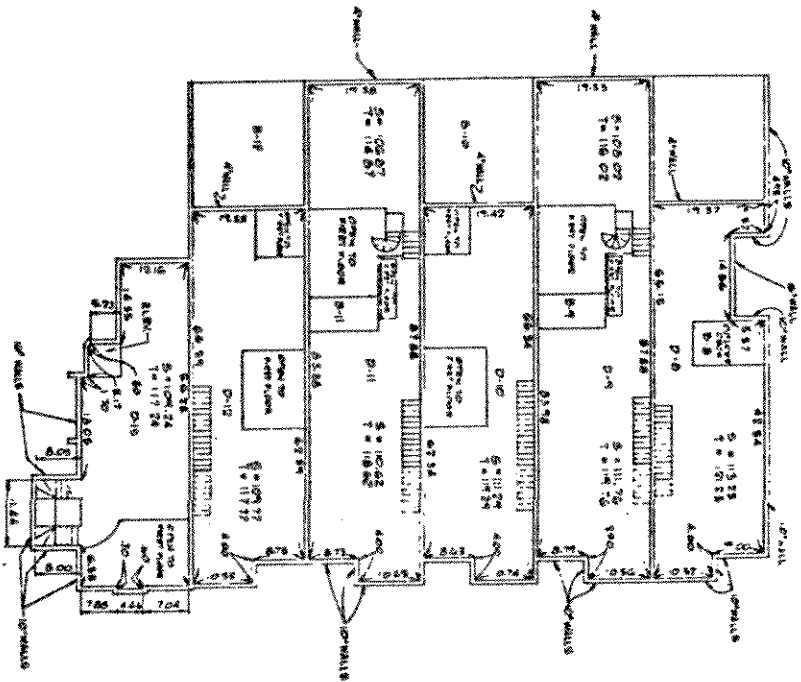


Sheet 504

444



FIRST FLOOR



SECOND FLOOR

North
↑
Scale: 1"=1 mi

1990-1991

Figure 1

CH2TESTER 115 FOR 11533333

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சென்னை, 25.10.2019

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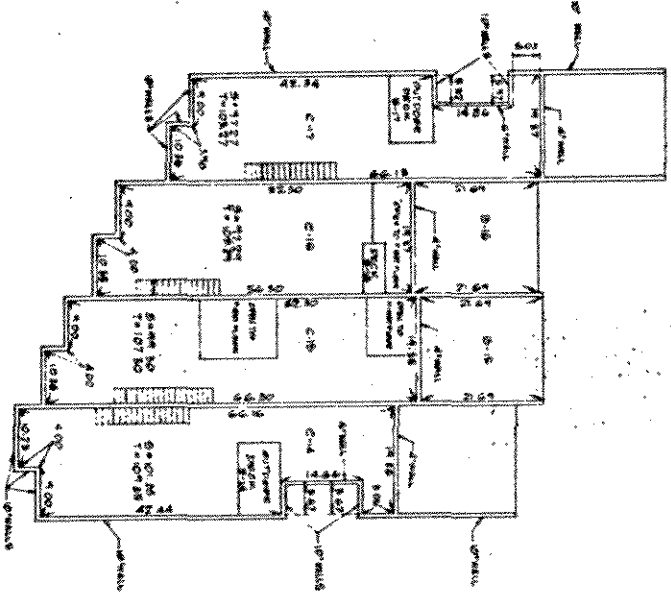
LEGEND:
 D. DIST OF ROPS D
 B. BALCONY
 C. CLAYED
 F. FATO
 P. PAINTED FLOOR SURFACON
 T. UNPAINTED GRASS DISTON

NOTE: PERIMETER WALLS

NOTE: PERIMETER WALLS 8" EXCEPT WHERE NOTED

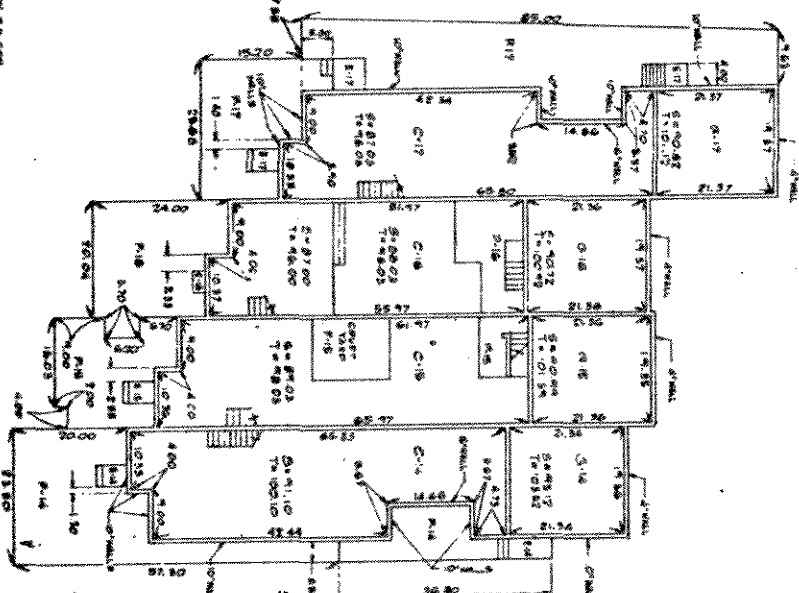
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THE "JOURNAL OF THE" AND



SECOND FLOOR

8 M. 8 CITY UNIT CORP. 101 S. 2nd St.
 2nd FLOOR (SEE PLAN)



FIRST FLOOR

- LEGEND
- 1. BALCONY
 - 2. HALL
 - 3. STAIR
 - 4. ELEVATOR
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 - 100. ELEVATOR

NOTE: PERMITS MUST BE OBTAINED BEFORE CONSTRUCTION

CHRYSTIE HILLS TOWNHOUSES
 EXHIBIT 'A' TO CONDOMINIUM DECLARATION
 FOR CHRYSTIE HILLS TOWNHOUSES

SHEET 4004



Surveyor
 101 S. 2nd St.
 2nd FLOOR

EXHIBIT C
TO
CONDOMINIUM DECLARATION FOR
CHICHESTER HILL TOWNHOUSES

Building Designation	Unit Designation	% Ownership in General Common Elements
A	1	8.277
A	2	6.031
A	3	5.674
A	4	6.020
A	5	5.347
A	6	6.033
A	7	5.842
D	8	5.840
D	9	6.002
D	10	5.347
D	11	6.013
D	12	5.316
D	13	6.597
C	14	5.829
C	15	5.278
C	16	4.716
C	17	5.838
TOTAL		100.000

END

1 MAY 1979

2 VOL

1 PAGE 530

CLERK OF COURSE
JAMES W. KNIGHT
COUNTY CLERK BEXAR CO.
Ja
1972 AUG 31 PM 4 26

Robert N. Campbell, Jr.
GUARANTY ASSURANCE & TITLE CO.
200 MILAN BLVD.
SAN ANTONIO, TX (78205)

Order No 66652-2F \$5350
Please return to:

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the
RECORDS of Bexar County, Texas, as stamped hereon by me.

SEP 1 1972



James W. Knight
COUNTY CLERK
BEXAR COUNTY, TEXAS