

CONDOMINIUM DECLARATION
FOR
CHERBOURG SQUARE CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Alvin M. Frieden, hereinafter called "Declarant", is the owner of certain real property and the improvements thereon situated in the County of Bexar, State of Texas, which property is more particularly described on the attached Exhibit "A" which, by this reference, is made a part hereof; and

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

WHEREAS, Declarant has acquired and owns the apartment project on said property of eight (8) two-story buildings which will contain an aggregate of fifty-eight (58) individual apartment-type units, together with other improvements, structures and facilities and appurtenances, which apartment project is known as CHERBOURG SQUARE APARTMENTS; 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 apartment units in the said building improvements and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining property which is hereinafter defined and referred to as the general common elements;

NOW, THEREFORE, Declarant does hereby submit the real property described on the attached Exhibit "A" and all improvements thereon, to the provisions of the Condominium Act of the State of Texas and this Condominium Regime, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant, his heirs, executors 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) "Association" shall mean THE CHERBOURG SQUARE CONDOMINIUM OWNERS ASSOCIATION, a Texas non-profit corporation, the members of which shall be the owners of the condominium units within the Condominium Regime during the period of their respective ownerships, and the successors and assigns of such owners. The term "Association" shall have the same meaning as the term "Council of Owners" in the Texas Condominium Act.

(b) "Apartment" or "Apartment Unit" hereinafter referred to as "residence unit" or "residential unit" shall mean an enclosed space within a building, the boundaries of which shall be the interior surfaces of the perimeter walls, floors and ceilings. Each residence unit is numbered as shown on the map. It is intended that the term "residence unit" as used in this Declaration, shall have the same meaning as the term "apartment" as used in the Texas Condominium Act. Included in each residence unit, without limitation, shall be any finishing materials applied or affixed to the interior surfaces of the common, exterior or interior walls, floors or ceilings (such as, but without limitation, paint, wallpaper, vinyl wall or floor covering, carpet and tile), interior walls, and all utility pipes, lines, systems, wires, fixtures or appliances servicing only that residential unit (whether or not within the boundaries of that residential unit). The boundaries of each residential unit shall be the interior surface of the perimeter windows and doors. Interior trim around windows and doors shall be a part of each residence unit and shall not be a part of the common elements.

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

(d) "By-Laws" shall mean the By-Laws of THE CHERBOURG SQUARE CONDOMINIUMS OWNERS ASSOCIATION.

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

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

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

(1) The foundations, supporting columns, girders, beams, slabs, supports, common dividing walls between two or more residence units, or between residence units and common elements;

(2) The foundations, columns, girders, beams, slabs, supports, main and common walls and roofs;

(3) The grounds, yards, gardens, swimming pool, clubrooms, managerial offices, mail rooms, unassigned parking areas, fences, unassigned storage areas, streets, service drives, walks, service easements, recreation areas, laundry rooms, boiler rooms, mechanical rooms, and areas used for storage of maintenance and janitorial equipment and materials, if any;

(4) The installations consisting of the equipment and materials making up central services such as power, light, gas, water, waste collection, and the like which are serving more than one specific residential unit;

(5) All other structures, facilities and equipment located on the property necessary or convenient to its existence, maintenance and safety, or normally in common use;

(6) Carport parking spaces not yet designated with a residence unit number and described on the condominium map attached hereto as unassigned parking spaces; provided, however, Declarant expressly reserves the right at any time and from time to time to assign, and to charge a fee for the use, pending assignment, of any unassigned carport parking space to any owner, and to retain all sums received therefor; and provided further, coincidental with the permanent assignment of any unassigned carport parking space, the condominium map attached hereto shall be amended without the consent of any other owner for the purpose of designating any such carport parking space with a number corresponding to the residence unit number, and thereafter such carport parking space shall be a limited common element appurtenant to such residence unit.

(7) All repairs, replacements and additions to any of the foregoing.

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

(i) "Limited Common Elements" shall mean a part of the general common elements reserved for the exclusive use the owner of a condominium unit; carport parking areas, attic spaces directly above a unit, if any, and patio, balcony, and storage areas, if any, indicated on map as appurtenant limited elements to a specific condominium unit only shall be deemed limited common elements.

(j) "Entire Premises" or "Property" shall mean and include the land, the buildings, all improvements and structures thereon, and all rights, easements and appurtenances belonging thereto.

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

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

(2) Expenses of administration and management, maintenance, repair or replacement of the general common elements;

(3) Expenses agreed upon as common expenses by the owners; and

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

(l) "Association of Unit Owners" or "Association" shall mean a Texas non-profit association, the By-Laws of which shall govern the administration of this condominium regime, the members of which shall be all of the owners of the condominium units.

(m) "Map", "Survey Map" or "Plans" shall mean and include the engineering survey of the land locating thereon 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 sheets labeled Exhibits B and C, pages 1 through 9, inclusive, and incorporated herein.

(n) "Assessments" or "Common Expense Charge" shall mean the assessments made and levied against each owner and his condominium unit for the common expenses incurred in the management and operation of the condominium and the Condominium Regime and for repair, maintenance and operation of the common elements (including reserves for replacements), in accordance with the provisions of this declaration and the by-laws of the Association.

(o) "Common Expense Fund" shall mean the accumulated common expense charges collected or received by and due and payable to the Association for use in the administration and operation of the condominium, the maintenance, repair, additions, alterations or reconstruction of all or any portion of the common elements.

(p) "Special Assessments" shall mean any assessment over and above the common expense charge necessary for the preservation, management and administration of the condominium.

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

(r) "Texas Condominium Act" shall mean Article 1301a of the Texas Revised Civil Statutes, enacted in 1963, which permits the creation of condominium regimes and provides the basic rules for their operation.

(s) "Developer" or "Declarant" shall mean Alvin M. Frieden, and his heirs, executors, or assigns provided such heirs, executors, or assigns are designated in writing by Alvin M. Frieden, as an heir, executor or assign of the rights of Developer or Declarant hereunder.

(t) "Mortgage" shall mean a pledge of a security interest in a condominium unit given to a creditor as security for repayment of a loan made to the condominium unit owner.

(u) "Mortgagee" shall mean the beneficiary of any mortgage on a condominium unit.

(v) "Board" or "Board of Managers" shall mean the Board of Directors of THE CHERBOURG SQUARE CONDOMINIUMS OWNERS ASSOCIATION.

(w) "Percentage Ownership of The Common Elements" shall mean the percentage or undivided interest of the common elements (general and limited) owned by each Owner. A table of the percentage ownership interest for each unit is attached as Exhibit "D".

2. CONDOMINIUM MAP. The map shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any condominium unit. Such map shall consist of and set forth (1) the legal description of the surface of the land; (2) the linear measurements and location, with reference to the exterior boundaries of the land, of the buildings and all other improvements built or to be built on said land by Declarant; (3) floor plans and elevations plans of the building built or to be built thereon showing the location, the building designation, the residential unit designation and the linear dimensions of each residential unit, and the limited common elements; and (4) the elevations of the unfinished interior surfaces of the floors and ceilings as established from a datum plane.

Declarant reserves the right to amend the map, from time to time, to conform the same according to the actual location of any of the improvements and to establish, vacate, and relocate easements, access road easements and on site parking areas.

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

(a) Fifty eight (58) fee simple estates consisting of fifty eight (58) separately designated residence units, each such unit identified by number and by building letter or designation on the map, the apartments or residence unit in each building being described as follows:

BUILDING A - Containing eight (8) residence units, numbered one hundred one (101) through one hundred eight (108), inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building A hereto attached, marked Exhibit C, page 1.

BUILDING B - Containing eight (8) residence units, numbered two hundred one (201) through two hundred eight (208), inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building B hereto attached, marked Exhibit C, page 2.

BUILDING C - Containing five (5) residence units, numbered three hundred one (301) through three hundred five (305), inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building C hereto attached, marked Exhibit C, page 3.

BUILDING D - Containing seven (7) residence units, numbered four hundred one (401) through four hundred seven (407),

inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building D hereto attached, marked Exhibit C, page 4.

BUILDING E - Containing eight (8) residence units, numbered five hundred one (501) through five hundred eight (508), inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building E hereto attached, marked Exhibit C, page 5.

BUILDING F - Containing eight (8) residence units, numbered six hundred one (601) through six hundred eight (608), inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building F hereto attached, marked Exhibit C, page 6.

BUILDING G - Containing eight (8) residence units, numbered seven hundred one (701) through seven hundred eight (708), inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building G hereto attached, marked Exhibit C, page 7.

BUILDING H - Containing six (6) residence units, numbered eight hundred one (801) through eight hundred six (806), inclusive, the size, dimensions, location and boundaries of each being detailed on the survey plat of Building H hereto attached, marked Exhibit C, pages 8 and 9.

(b) The remaining portion of the entire premises, referred to as the general common elements, which shall be held in common by the owners, each such interest being an undivided interest in the general common elements, the percentage of each such undivided interest being set forth in the schedule attached as Exhibit "D", and each such undivided interest being appurtenant to one of the fifty eight (58) residence units, as shown in Exhibit "D".

4. COMMON ELEMENTS. A portion of the general common elements is set aside and reserved for the exclusive use of individual owners, such areas being the limited common elements. The limited common elements reserved for the exclusive use of the individual owners are the automobile parking spaces, storage spaces, balconies and patio spaces, which are shown on the map. Such spaces are allocated and assigned by the Declarant to the respective condominium units as indicated on Exhibit C, pages 1 through 9 hereto attached, the patio, if any, assigned to each residential unit being designated by the building letter and condominium unit number preceded by the prefix P and in like manner, the parking spaces, if any, assigned to each residential unit being designated by the building letter and condominium number preceded by the prefix CP, the balcony assigned to a residential unit being designated by the building letter and condominium number preceded by the prefix D, the porch assigned to a residential unit being designated by the building letter and condominium number preceded by the prefix E, and the storage area, if any, assigned to a residential unit being designated by the building letter and condominium number preceded by the prefix S. Such limited common elements shall be used in connection with the particular residence unit, to the exclusion of the use thereof by the other

owners except by invitation. A portion of the common area is intended as a recreation area, and is improved with a swimming pool, and other recreational facilities. Reasonable regulations governing the use of said recreational facilities by owners and by their guests and invitees shall be promulgated by the Declarant, and by the Board of Managers. Such regulations shall be permanently posted at the swimming pool, and/or elsewhere in said recreational area and all owners shall be furnished with a copy thereof. Each owner shall be required strictly to comply with said Rules and Regulations, and shall be responsible to the Board of Managers for the compliance therewith by members of his or her family, relatives, guests or invitees, both minor and adult.

5. INSEPARABILITY OF A CONDOMINIUM UNIT. Each apartment and the undivided interest in and to the general common elements appurtenant thereto (as set out in the schedule of percentage ownership of common elements attached hereto as Exhibit "D") shall be inseparable and may be conveyed, leased or encumbered only as a condominium unit.

6. DESCRIPTION OF CONDOMINIUM UNIT. Every deed, lease, mortgage trust deed or other instrument may legally describe a condominium unit by its identifying apartment or residence unit number and building symbol or designation as shown on the map, followed by the words "CHERBOURG SQUARE CONDOMINIUMS" and by a reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the general common elements.

7. SEPARATE ASSESSMENT AND TAXATION. Declarant shall give written notice to the tax assessors of the creation of condominium ownership of this property, as is provided by law, so that each residence unit and its undivided interest in the general common elements shall be deemed a separate parcel and subject to separate assessment and taxation.

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

9. NON-PARTITIONABILITY OF COMMON ELEMENTS. The general common elements shall be owned in common by all of the owners of the residence units and shall remain undivided, and no owner shall bring any action for partition or division of the general common elements. Subject to the provisions of Paragraph L of Article 32, nothing contained herein shall be construed as a limitation of the right of partition of a condominium unit between the owners thereof, but such partition shall not affect any other condominium unit.

10. OCCUPANCY. Each owner shall be entitled to exclusive ownership and possession of his residence unit. Each owner may use the general common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners. Nothing shall be altered or constructed on or removed from the Common Elements, except upon written consent of the Board of Managers.

11. USE.

(a) Each residence unit shall be used only for residential purposes. For purposes of this provision, residential units shall be deemed to be used for residential purposes when it is 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 tenant. Except for the leasing or rental of a residential unit, no residential unit shall be used for any commercial, business or professional purposes; a keeping of personal business or professional records of accounts or for the handling of personal business or professional telephone calls or correspondence shall not be deemed to be a violation of this provision; but regular consultation with clients at a residential unit is prohibited.

(1) No noxious or offensive activity of any source shall be permitted, nor shall anything be done in any residential unit or in any common elements which shall be or may become an annoyance or a nuisance to the other owners.

(2) Notwithstanding another provision of this article, the Developer may make such temporary use of the common elements and residential units as is reasonably necessary to facilitate and complete the improvement of the land, the construction of the buildings, as conversion of the apartments to condominium units, the operation of Developer's sales efforts and the showing of the condominium units in any unsold condominium units; the provisions of this article shall not prohibit the use by the Board of Managers of all common elements in the reasonable manner necessary in connection with the operation and maintenance of the condominium.

(3) Nothing shall be done or kept in or on any residential unit, balcony, storage space, parking space, or common element which will increase the rate of insurance on the condominium or any other residential unit over that applicable to the residential buildings or will result in uninsurability of the condominium or any part hereof, or the cancellation, suspension, modification or reduction of insurance in or on or covering the condominium or any part thereof. If, by reason of the occupancy or use of any residential unit by any owner, the rate of insurance on all or any portion of the condominium project shall be increased, such owner shall be personally liable to the Association for such increased costs thereby and such sum shall be payable to the Association at the same time and in the same manner as provided for the payment of the common area expenses.

(4) No owner shall install, attach, or hang or allow to be installed, attached or hung, any equipment or wiring or electrical installations, television or radio transmitting or receiving antennas, air conditioning unit, or

any other equipment or wiring in or across any portion of any common elements; protruding from any balcony or through any wall, floor, ceiling, window or door which is a common element, except as approved in writing by the Board of Managers. All radios, televisions, electrical equipment or appliances of any kind or nature and the wiring therefore installed or used in a residential unit shall fully comply with all rules, regulations, or requirements of all state and local public authorities having jurisdiction.

(5) No trailers, boats, oversized recreational vehicles, or campers, are to be permitted on or in the common elements, except as may be parked or stored in areas designated by the Board of Managers. An owner shall not use, nor shall he permit his family, guests or invitees to use parking spaces of other owners. Owner's car shall be parked only in parking spaces designated as a part of the owner's condominium unit and shall not be parked in parking spaces designated for guests. No vehicle shall be left standing in parking spaces in a nonoperative condition nor shall there be any repairs done to vehicles in a parking space.

(6) Each owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations or requirements of any governmental agency or authority with respect to the use and occupancy of his residential unit and what the provisions hereof, and the By-Laws and Rules and Regulations promulgated hereunder.

(b) Decoration, Maintenance and Repairs of Residential Units. Any owner may decorate and redecorate his residential unit and may make any improvements or alterations within his residential unit (but not to common elements) and shall have the right to paint, repaint, tile, wax, paper or otherwise furnish or decorate any interior surfaces of walls, partitions, ceilings and floors within the residential unit.

12. EASEMENTS AND ENCROACHMENTS. If any portion of the general common elements encroaches upon a residence unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of an adjoining residence unit or units encroaches upon the general common elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. For title or other purposes, such encroachment(s) and easement(s) shall not be considered or determined to be encumbrances either on the general common elements or the residence units.

13. TERMINATION OF MECHANIC'S OR MATERIALMEN'S LIENS AND INDEMNIFICATION. Subsequent to the completion of the improvements described on the map, no labor performed or materials furnished and incorporated in a residence 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 residence 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 residence unit at such owner's request.

14. ADMINISTRATION AND MANAGEMENT - MANAGING AGENT. The administration of this condominium property shall be governed by By-Laws of CHERBOURG SQUARE CONDOMINIUM OWNERS ASSOCIATION, INC., a non-profit corporation, herein after referred to as the "Association". A copy of "By-Laws" is hereto attached hereto as Exhibit "E" 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. "Association" as here used shall refer to the member owners as a group. 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. The initial Board of Managers shall serve performing all of the Duties of the Board of Managers set out in this Declaration of By-Laws of the Association until the expiration of two (2) years from the date this Declaration is filed for record, or until ninety (90) percent of the residence units shall be sold to the owner/occupants, whichever first occurs, which is hereafter referred to as the sale and development period. Nothing contained in this Article 14 shall be construed to prevent the first Board of Managers from calling the first Annual meeting of the Association at an earlier time and relinquishing the control and responsibility for the administration and management of the regime to a newly elected Board of Managers prior to the end of such sale and development period.

The Board of Managers may hire or appoint in writing, a Managing Agent and delegate to such Managing Agent any of its duties, powers or functions, provided that the delegation shall be revocable upon written notice by the Board. The members of the Board of Managers shall not be liable for any omission or improper exercise by the Managing Agent of any such duty, power or function so delegated by written instrument executed by a majority of the Board of Managers.

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

- (a) The making of repairs therein;
- (b) Performing necessary maintenance or repairs to the common elements, for which the Association is responsible;
- (c) Abate any nuisance or dangers, unauthorized, prohibited or unlawful activity be conducted or maintained in such residential unit;

* (d) Protecting the property rights and welfare of the other owners;

(e) Enforcing the provisions of this Declaration of Condominium, and the By-Laws or Rules and Regulations promulgated hereunder.

Except in the event of emergency, such right of entry shall be exercised only in the presence of the owner or other occupant of the residential unit which is entered. In all events, such right of entry shall be exercised in such a manner as to avoid any unreasonable or unnecessary interference with the position, use or enjoyment of the resident unit by the owner or occupant thereof and show, whenever possible, be proceeded by reasonable notice to the owner or occupant thereof. In the event that any damage is caused to the property of any owner in connection with the exercise of any such right of entry, such damage shall be repaired at the expense of the Association and the Board is hereby authorized to expend common expense funds therefor.

* 16. OWNER'S RESPONSIBILITY FOR MAINTENANCE OF UNIT. An owner shall maintain and keep in repair the interior of his own residence unit, including the fixtures thereof. All fixtures and equipment, including the heating and air conditioning system, installed within the residence units, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the residence 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 windows, doors or glass therein that might be so broken or cracked. Notwithstanding anything to the contrary contained in this Article 16, an owner when exercising his right and responsibility of repair, maintenance, replacement or remodeling, as herein defined, shall never alter in any manner whatsoever, the exterior appearance of his condominium unit.

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

The patios, balconies, parking areas and other limited common areas shall be maintained in their present condition by the Association. If any owner shall make any modifications or changes thereto then any additional expenses for the maintenance and repair thereof shall be the responsibility of the owner having use of the altered limited common element.

17. INTERFERENCE WITH STRUCTURAL SOUNDNESS OF BUILDING. An owner shall do no act nor any work in or to any residential unit, balcony, patio, parking areas, storage space or common element, that will impair the structural soundness or integrity of the building or improvement, impair any easement or hereditament or otherwise adversely affect the buildings or common elements. No owner shall in any way alter, modify, add to, or otherwise perform any work whatever upon any of the common elements, without the prior written consent of the Board of Managers.

18. DIMENSIONS. It is expressly agreed, and each and every purchaser of a residence unit, his heirs, executors, administrators, assigns, successors, and grantees hereby agree, that the square footage, size, and dimensions of each residence unit as set out and shown in this Declaration or in said survey plats attached as Exhibits B and C, pages 1 through 9, inclusive, hereto, are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent, or guarantee that any residence unit actually contains the area, square footage, or dimensions shown by the plat thereof. Each purchaser and owner of a residence unit or interest therein, has had full opportunity and is under a duty to inspect and examine the apartment purchased by him prior to his purchase thereof, and agrees that the residence unit is purchased as actually and physically existing. Each purchaser of a residence unit hereby expressly waives any claim or demand which he may have against the Declarant or any other person whomsoever, on account of any difference, shortage, or discrepancy between the residence unit as actually and physically existing and as it is shown on the respective plot thereof, which is attached as an exhibit hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust, and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the residence unit or of any residence unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the boundaries, regardless of settling, arising or lateral movement of the building and regardless of variances between the boundaries shown on the plat and those of the building.

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

20. REVOCATION OR AMENDMENT TO DECLARATION. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners representing an aggregate ownership interest of the common elements of eighty percent (80%), or more, and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all condominium units unanimously consent and agree to such revocation or amendment by instrument(s) duly recorded, except as provided in subparagraphs (c) and (e) of Article 30 hereof. The making of physical changes in the interior of a residence unit or units coming into the

possession of a mortgagee by virtue of foreclosure of any first mortgage, and physical changes to and alterations of the residence units owned by virtue of foreclosure of any first mortgage may be made without the consent of the other owners or mortgages, and this Declaration may be amended without other owners' or mortgagees' consent, by the owner acquiring same by foreclosure, to correspond with such physical changes; provided, however, that the fractional undivided interest of each unit owner in the general common elements as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all of the units owners expressed in an amended Declaration duly recorded.

21. ASSESSMENTS FOR COMMON EXPENSES - UTILITIES - INSURANCE. All owners shall be obligated and bound to contribute, in proportion to their percentage ownership interest, to the common expense fund of the Association their proportionate share of the expenses of administration of the Condominium Regime and the administration, maintenance and repair of the common elements and such other expenses provided by the terms hereof to be paid by the Association or those expenses agreed upon to be assumed by the Association pursuant to this Declaration, its By-Laws and Rules and Regulations.

The common expense charges collected shall be paid into the common expense fund to be held and used for the benefit, directly or indirectly, of the condominium; and such common expense fund may be expended by the Board of Managers for the purposes set forth herein including, without limitation, providing for the enforcement of the provisions of this instrument, the By-Laws of the Association and the Rules and Regulations promulgated thereunder; for the maintenance, operation, repair, benefit and welfare of the common elements and generally for doing those things necessary or desirable in the opinion of the Board of Managers to maintain or improve the condominium. The use of the common expense fund for any of these purposes, except as provided herein, is permissive and not mandatory, and the decision of the Board with respect thereto shall be final, so long as made in good faith.

The assessments made shall be based upon the cash requirements deemed to be such aggregate sum as the Board of Managers of the Association shall from time to time determine is to be paid by all of the owners, including Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the general common elements, which sum may include, among other things, cost of management, 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, electricity charges, gas charges, legal and accounting fees, management fees, expenses and liabilities incurred by the 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 general common elements. The limited common elements shall be maintained as

general common elements and owners having exclusive use thereof shall not be subject to any special charges or assessments for the repair or maintenance thereof. 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.

Taxes are not a part of the common expenses except as otherwise provided in Article 33 hereof.

Each owner shall pay for his own utilities which are separately metered on and billed to each unit by the respective utility companies. Utility expenses which are not separately billed or metered shall be part of the common expenses and each unit owner shall pay his pro-rata share thereof as in the case of other common expenses.

The 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 apartment unit 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 canceled by either the insured or the insurance company until after thirty (30) days prior written notice to each first mortgagee. The Board of Managers shall, upon request of any first mortgagee, furnish a certified copy of such blanket policy and the separate certificate identifying the interest of the mortgagor. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provisions of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interests of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Each owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings and other items of personal property belonging to the owner, and casualty and public liability insurance coverage within each individual unit, are specifically made the responsibility of the owner thereof.

22. OWNER'S OBLIGATION FOR PAYMENT OF ASSESSMENTS. All owners shall be personally obligated to pay the estimated assessments imposed by the Board of Managers of the Association to meet the Common Expenses. The assessments shall be made pro-rata according to each owner's undivided interest in and to the general common elements. A schedule of the

percentage ownership for each unit is attached hereto as Exhibit "D". Assessments for insurance premiums shall be based upon that proportion of the total premium(s) that the insurance carried on a condominium unit bears to total coverage. Assessments for the estimated Common Expenses, including insurance, shall be due monthly in advance on or before the fifth (5th) day of each month. Failure to pay by the tenth (10th) day of each month shall require the imposition and assessment of a late charge as set by the Board of Managers to cover the added expense of collecting the delinquent payments, which charge shall initially be Ten and No/100 (\$10.00) Dollars.

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.

In addition to the regular monthly assessments authorized by this Declaration or by the By-Laws, the the Board of Managers may levy in any fiscal year a special assessment or assessments applicable to that fiscal year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected major repair or replacement of a described capital improvement constituting or to constitute part of the common elements, including the necessary fixtures and personal property related thereto, or for the purchase of any movable or personal property for the common use of all the owners, or for such other purpose or purposes as the Board of Managers may consider appropriate and for the common benefit of all of the owners in proportion to their ownership interest in the common elements as set out in this Declaration; provided, however, that no such special assessment shall become effective until the same has received the affirmative vote of at least two-thirds (2/3) of the total votes cast, in person or by proxy, at a special meeting of the members of the Association to be called for the purpose of such vote, notice of which special meeting shall be given to each member in accordance with the provisions of the By-Laws regarding notices of special meetings. At any such meeting the members may, by the required affirmative vote aforesaid, amend or modify any such assessment prepared by the Board of Managers. The pro-rata part and share of each owner of any such special assessment shall be due and payable as provided in the resolution adopting or approving any such special assessment.

23. WAIVER OF USE OF GENERAL COMMON ELEMENTS OR ABANDONMENT OF TOWNHOUSE BY OWNER. No owner may exempt himself from liability for this contribution towards the common expenses by waiver of the use of enjoyment of any of the general common elements, or by abandonment of his condominium unit.

24. ASSESSMENT LIEN. All sums assessed by either regular or special assessments but unpaid for the share of common expenses chargeable to any condominium unit, including interest thereon at ten percent (10%) per annum, shall constitute a lien on such unit superior and prior to all other liens and encumbrances, except only for:

(a) Tax and special assessment liens in favor of the State of Texas, any political subdivisions thereof, any special improvement districts and any other taxing or assessing authority, 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 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 the President of the Association and may be recorded in the Office of the County Clerk of Bexar County, Texas. Such lien for the common expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting owner's condominium unit by the Association 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, including a 5% trustee's fee, 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 and the Association shall be entitled to receive a reasonable rental for the condominium unit after foreclosure and shall be entitled to a receiver to collect the same. The Association shall have the power to bid on 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.

Each owner, by acceptance of a deed to a condominium unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes, and such owner hereby expressly grants to the Association power of sale in connection with said lien.

25. STATEMENT OF INDEBTEDNESS - JOINT LIABILITY FOR COMMON EXPENSE UPON TRANSFER OF CONDOMINIUM UNIT. Upon payment to the Association of a reasonable fee not to exceed Twenty Five And No/100 Dollars, (\$25.00) and upon the written request of any owner or any encumbrancer or prospective encumbrancer of a condominium unit, the Association, by its Board of Managers, shall issue a written statement setting forth the unpaid common expenses, 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 the 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 written request for a statement of indebtedness shall be complied with within ten (10) 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 therefor; provided, however, that upon payment to the Association of a reasonable fee not to exceed Twenty-Five and No/100 Dollars, (\$25.00), and upon written request, any such prospective grantee shall be entitled to a statement from the 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 (10) days of such written 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. The provisions set forth in this Article 25 shall not apply to initial sales of the units by Declarant.

26. MORTGAGING A CONDOMINIUM UNIT - PRIORITY. Any owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a condominium unit may create a second mortgage on the following conditions: (1) That any such second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, lien for common expenses, and other payments created by this Declaration and by the By-Laws; (2) That the mortgagee under any second mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were effected and placed upon the mortgaged premises by the Association and all condemnation proceeds. Such release shall be furnished forthwith by a second mortgagee upon written request to the Association.

27. RIGHT OF FIRST REFUSAL. In the event any owner of a condominium unit shall wish to sell, lease or rent 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. Such notice and copy shall be given to the Board of Managers for all of the owners. The remaining owners through the Board of Managers, or a person named by them, shall have the right to purchase or lease or rent

the subject residence unit 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 ten (10) 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 elects not to exercise its right of first refusal the owner of the condominium unit shall be free to lease or sell said condominium unit only to the party and only on the term set out in the notice of the proposed lease or sale to the Board. If the lease or sale to which the Board has declined its right of first refusal is not consummated within forty five days (45) of giving of the required notice, then the owner of the condominium unit must again give the notice to the Association and the Association shall again have the right of first refusal as herein provided.

In the event any owner shall attempt to sell, rent or lease his condominium unit 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 intended purchaser or lessee. Possession of or residence in a condominium unit by any other person than the record owners, their lineal descendants or lineal descendant relatives, continuing for a period of ten (10) days shall be deemed, for this purpose, to constitute a leasing or renting of the condominium unit, whether or not any consideration has been paid therefor; and in such event, the Board of Managers may require the removal of such occupant(s), it being hereby agreed that the Board of Managers may take possession of the condominium unit upon demand therefor of and from such occupant, with or without notice to the record owner(s) thereof; and in the event of failure to surrender such possession, the Board of Managers may institute its action in starting Forcible Entry and Detainer Proceedings for the possession of such unit, and have and retain such possession until the record owner thereof, or his purchaser (in event of sale, all prerequisites of this paragraph having been complied with) retakes physical possession of such premises. During any time when the Board of Managers shall have possession of such unit hereunder the record owner and all his guests, licensees and invitees, shall be deemed to waive any claim for damages to person or property in or on the unit.

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 interest in the project parcel to a trust deed, mortgage or other security instrument.

The failure of or refusal by the Board of Managers or Association 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 in any other instance.

The provisions of this Article 27 shall not apply to any sale, lease or rental if made by Declarant at any time hereafter whether same be a "first sale or letting" or "resale or reletting" of a residential unit. Declarant shall have the further right to use any residence units as office and sales area and display advertising signs at the premises at any time hereafter until the fifty eight (58) units have been sold by Declarant.

The Board of Managers shall have authority, on behalf of, and in the name of the Association to elect not to exercise such right of first refusal and elect not to purchase, lease or rent any residential unit, and to give written notice of such election. The Board of Managers shall also have the authority and right, on behalf of and in the name of the Association to waive the provisions of this Article 27 in respect to any one or more condominium units provided that such waiver shall be in writing, duly executed and acknowledged by officers of the Board of Managers. Whenever any such waiver may be given by the Board of Managers in respect to any condominium unit, the owner or owners thereof may sell, lease or rent the same without complying with the provisions of this Article 27. Any such waiver shall be valid for any sales or leases occurring within a period of time designated in the waiver which period of time shall not exceed ninety (90) days. Additional waivers not to exceed ninety (90) days in length may be given after expiration of an existing waiver. Any subsequent sales or leases of such unit however, shall be subject to the right of first refusal set out in this Article 27.

Unless sooner terminated by the termination or modification of this Declaration of Condominium, the terms and provisions of this Article 27, hereof, shall remain in effect for a period of the lives of the now living children of Alvin M. Frieden and Stanley D. Rosenberg, both of Bexar County, Texas, whichever said children shall live longer, plus twenty-one years (21) years; from and after the date of execution of this Declaration of Condominium.

28. EXEMPTIONS FROM RIGHT OF FIRST REFUSAL. In the event of any default on the part of any owner under any first mortgage 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 Article 27, and the purchaser (or grantee under such deed in lieu of foreclosure) of such condominium unit shall be thereupon and thereafter subject to the provisions of this Declaration and By-Laws. If the purchaser following such foreclosure sale (or grantee under a 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 unit free and clear of the provisions of Article 27 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 Article 27.

If an owner of a condominium unit 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 Article 27.

29. CERTIFICATE OF COMPLIANCE. Upon payment to the Association of a reasonable fee not to exceed Twenty-Five and No/100 Dollars (25.00), and upon written request of any prospective transferor, purchaser, tenant or an existing or prospective mortgagee of any condominium unit, the Board of Managers of the Association 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 Article 27, 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 Article 28, that the deeds were in fact given in lieu of foreclosure and were not subject to the provisions of Article 27;

(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 Article 27.

30. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY OR OBSOLESCENCE OF THE CONDOMINIUM.

(i) Association as Attorney-In-Fact. This Declaration hereby makes mandatory the irrevocable appoint of an attorney-in-fact to deal with the property upon its destruction or obsolescence.

Title to each condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint THE CHERBOURG SQUARE CONDOMINIUM OWNERS ASSOCIATION, INC., their true and lawful attorney in their name, place and stead, for the purpose of dealing with the property upon its destruction or obsolescence as is hereafter provided. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium unit owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding subparagraphs means restoring the improvement(s) to substantially the same condition in which it existed prior to the damage, with each unit and the general and limited common elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements

unless the owners and all first mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

(ii) Fire or Other Casualty.

(a) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvement(s), shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvement(s) shall be promptly repaired and reconstructed.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than fifty (50) percent of all of the general common elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made against all of the owners and their condominium units. Such deficiency assessment shall be a common expense made pro-rata according to each owner's percentage interest in and to the general common elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or reconstruction of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in Article 24. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from the sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, in the following order:

- (1) For payment of the balance of the lien of any first mortgage;
- (2) For payment of taxes and special assessment liens in favor of the State of Texas and any political subdivision, special improvement district or other taxing or assessing authority;
- (3) For payment of unpaid common expenses and special assessments;
- (4) For payment of junior liens and encumbrances in order of and to the extent of their priority; and
- (5) The balance remaining, if any, shall be paid to the condominium unit owner.

(c) If more than fifty (50) percent of all of the general elements, not including land, are destroyed or damaged, and if the owners representing an aggregate ownership interest of eighty percent (80%) of the common elements of the condominium do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the unanimous approval or consent of every first mortgagee, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire remaining premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each unit owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into fifty eight (58) separate accounts, each such account representing one of the condominium units. Each such amount shall be in the name of the Association, and shall be further identified by the number of the residence unit and the name of the owner. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire property. Such apportionment shall be based upon each condominium unit owner's interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this Article 30.

If the owners representing an aggregate ownership interest of eighty percent (80%) of the common elements of the condominium units, or more, adopt a plan for reconstruction, which plan has the unanimous approval of all first mortgagees, then all of the owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a common expense and made pro-rata according to each owner's interest in the general common elements and shall be due and payable as provided by the terms of such plan but not sooner than thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in Article 24. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph (ii)(b) (1) through (5) of this Article 30.

(iii) Obsolescence.

(a) The owners representing an aggregate ownership interest of eighty percent (80%) of the common elements of the condominium, or more, may agree that the general common elements of the property are obsolete and that the same should be renewed or reconstructed. In such instance, then the expense thereof shall be payable by all of the owners as common expenses; provided, however, that any owner not agreeing to such renewal or reconstruction may give written notice to the Association that such unit shall be purchased by the Association for the fair market value thereof. If such owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty (30) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party), an appraiser who shall be a member of the San Antonio Board of Realtors. If either party fails to make such a nomination, the appraiser nominated shall within five (5) days after default by the other party appoint and associate with him another appraiser (to be selected from the San Antonio Board of Realtors). If the two appraisers designated by the parties, or selected pursuant hereto in the event of the default of one party, are unable to agree, they shall appoint another appraiser (to be selected from the San Antonio Board of Realtors) to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two (2) persons (each of whom shall be a member of the San Antonio Board of Realtors) and from the names of the four persons so nominated, shall be drawn by lot by any judge of any court of record in Texas, and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days after the failure of the two appraisers to agree, which in any event shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value or in the case of their disagreement, the decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the owners. The sale shall be consummated within fifteen (15) days thereafter, and the Association, as attorney-in-fact, shall disburse such proceeds as is provided in subparagraph (ii)(b) (1) through (5) of this Article 30.

(b) The owners representing an aggregate ownership interest of eighty percent (80%) of the common elements of the condominium, or more, with the unanimous consent of all first mortgagees, may agree that the condominium project including the general common elements of the property are obsolete and that the same should be sold. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire premises

shall be sold by the Association, as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The sales proceeds shall be apportioned between the owners on the basis of each owner's interest in the general common elements, and such apportioned proceeds shall be paid into fifty eight (58) separate accounts, each such account representing one condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the condominium unit and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such funds, without contribution from one fund to another, for the same purposes and in the same order as is provided in subparagraph (ii)(b) (1) through (5) of this Article 30.

31. PERSONAL PROPERTY FOR COMMON USE. On or before the date of the sale of the first condominium unit, 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. The Association shall hold title to such property for the 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. PROTECTION OF MORTGAGEE.

(a) Notice to Association. An owner who mortgages his apartment shall notify the Board of Managers giving the name and address of his mortgagee. The Board shall maintain such information in a book entitled "Mortgagees of Residence Units".

(b) Notice of Default. The Association shall notify a first mortgagee in writing, upon request of such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligations as set forth in the Declaration which is not cured within thirty (30) days.

(c) Examination of Books. The Association shall permit first mortgagees to examine the books and records of the Association during normal business hours.

(d) Reserve Fund. The Association shall establish an adequate reserve fund for replacement of common elements components and fund the same by regular monthly payments as a part of the common expenses rather than by extraordinary special assessments.

(e) Annual Audits. The Association shall furnish each first mortgagee an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association.

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

(g) Approval for Amendments to Declaration, etc. The prior written approval of each first mortgagee shall be required for the following: (i) abandonment or termination of THE CHERBOURG SQUARE CONDOMINIUMS as a Condominium Regime, except for abandonment or termination provided by law, in case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; and (ii) any material amendment to the Declaration or By-Laws of the Association, including but not limited to any amendment which would change the fractional interest of unit owners in the common elements and which would change the pro-rata interest or obligations of any unit owner for the purpose of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards; and (iii) the termination of any professional management contract for the condominium project if such professional management contract is expressly required under this Declaration or the By-Laws.

(h) Leases. No owner shall be permitted to lease his unit for transient or hotel purposes. No owner may lease less than the entire unit. The Association shall require that all leases of any residential units must: (i) be in writing, and (ii) provide that such leases are specifically subject in all respects to the provisions of the Declaration and By-Laws of the Association, and that any failure by the lessee to comply with the terms and conditions of such documents shall be a default under such leases. Other than the foregoing, there shall be no restriction on the right of any apartment owner to lease his unit.

(i) Notice of Damage or Destruction. The Association shall furnish the first mortgagees timely written notice of any substantial damage or destruction of residence units and of any part of the common elements and facilities, if such loss exceeds Ten Thousand and No/100 Dollars (\$10,000.00) or damage to a condominium unit exceeds Two Thousand and No/100 Dollars (\$2,000.00).

(j) Notice of Condemnation or Eminent Domain. The Association shall furnish the first mortgagees timely written notice of any condemnation, or eminent domain proceeding regarding all or any portion of a resident unit or of the common elements and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings if such taking exceeds Ten Thousand and No/100 (\$10,000.00) Dollars.

(k) Management Agreements. Any management agreement entered into by the Association will be terminable by the Association for cause upon not more than thirty (30) days' written notice, and the term of such management agreement will not exceed the period of one

33. TAXES. Ad valorem taxes, assessments and other charges of the City, County, State or other political entities, or any special district thereof, shall be separately assessed, and each condominium unit owner shall pay, at his own personal expense all tax assessments against his residence unit. Such taxes are not part of the common expenses. However, taxes on personal property owned by the Association as part of the common elements shall be paid by the Association as a common expense.

34. LIMITATION OF RESTRICTIONS ON DECLARANT. Declarant is undertaking the conversion of an apartment complex into individual condominium units. The completion of that work and the sale, rental and other disposal of condominium units is essential to the establishment and welfare of the property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

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

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

(c) Prevent Declarant from conducting on any part of the property his business of completing said work and of establishing a plan of residential ownership and of disposing of said property in condominium units by sale, lease or otherwise; or

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

So long as Declarant, his heirs, executors and assigns, owns one or more of the condominium units described herein, Declarant, his heirs, executors and assigns shall be subject to the provisions of this Declaration.

Declarant may transfer three or more units at any one time to another individual or entity for the purpose of resale to the general public and any such grantee of the Declarant shall succeed to the Declarant's rights hereunder provided that (i) the condominium units sold to such a grantee are not occupied as living quarters by the grantee and (ii) the Declarant designates in the deed or other recordable document that the Grantee is to succeed to the Declarant's rights. Any mortgagee of the Declarant who acquires title to one or more condominium units due to foreclosure of liens against the units and the first purchaser from such mortgagee shall automatically succeed to the Declarant's rights and privileges hereunder provided such purchaser does not occupy the unit for residential purposes.

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

36. NOTICES. 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 to the address given the Secretary of the Association and if no address has been given, in care of the residence unit number and building address of such owner. All notices, demands or other notices intended to be served upon Managing Agent, or the Board of Managers of the Association, or the Association, shall be sent by ordinary or certified mail, postage prepaid, to 8107 Broadway, San Antonio, Texas 78209, until such address is changed by a notice of address change duly recorded, in the records of the Association.

If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after deposit in the United States mail, postage prepaid, addressed to an owner at his residential unit, or to such other address as the owner may have given in writing to the Secretary of the Board for purposes of serving notices. Any address for purpose of notice may be changed from time to time by notice in writing to the Secretary.

37. GENERAL.

(a) Severability. If any of the provisions of this Declaration or any Article, 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.

(b) Statutes and Laws of State of Texas. The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Texas and to all other provisions of law.

(c) Number and Gender. That whenever used herein, unless the context provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

(d) Enforcement. The Board of Managers or any owner shall have the right to enforce, by any proceeding at law or in equity, all terms and provisions hereof. Failure by the Board or by any owner to enforce any covenant or restriction shall in no event be deemed to be a waiver of the right to enforce such covenant or restriction thereafter.

(e) Captions and Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration, nor the intent or meaning of any provision hereof.

IN WITNESS WHEREOF, Declarant, has duly executed this Declaration this the _____ day of _____ A. D., 1979.

ALVIN M. FRIEDEN

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

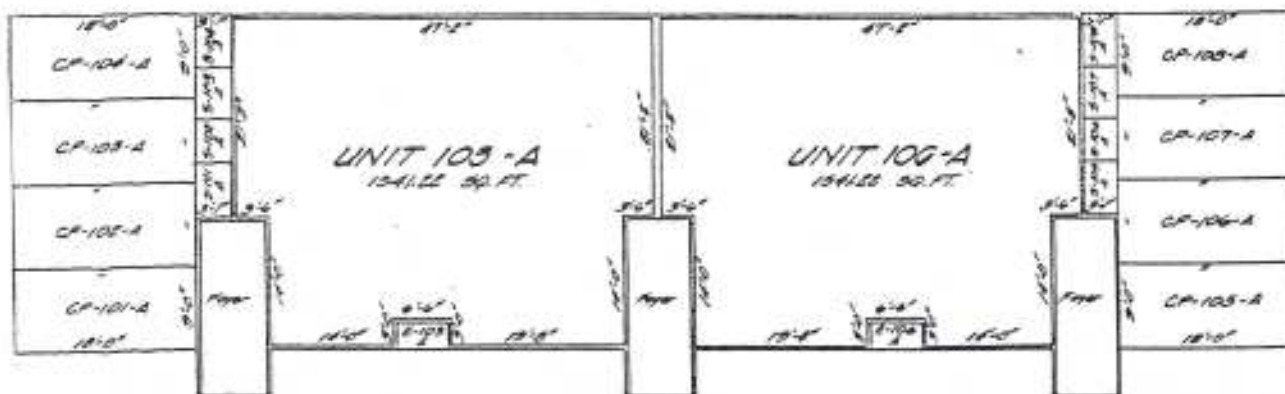
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Alvin Frieden, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D., 1979.

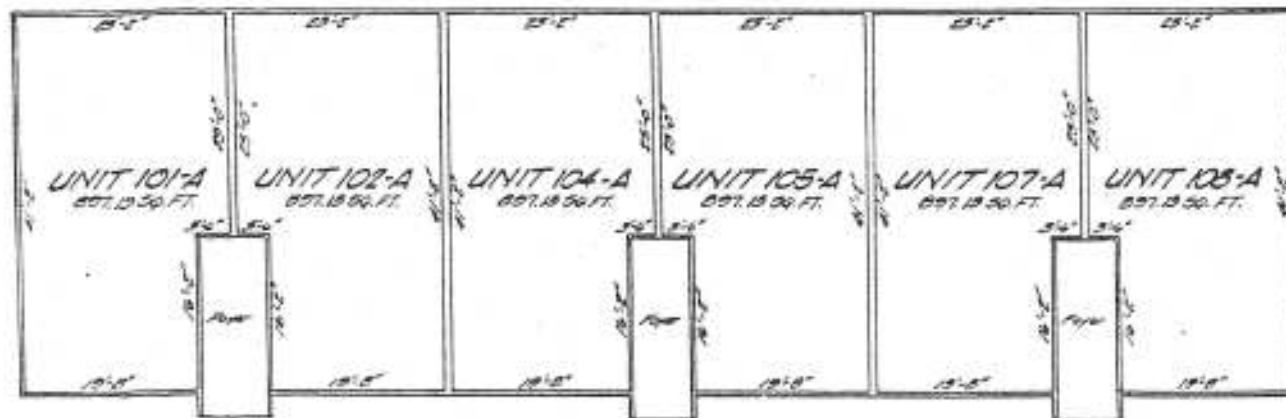
Notary Public in and for
Bexar County, Texas

EXHIBIT "A"

Lot 26, Block 1, New City Block 13528, ROYAL OAKS COMMERCIAL SUBDIVISION, UNIT 2-A, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 7100, Page 96, Bexar County Deed and Plat Records, and Lot 7, Block 4, New City Block 11894, THE CEDARS SUBDIVISION, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 7300, Page 12, Bexar County Deed and Plat Records.



FIRST FLOOR



SECOND FLOOR

NOTES:

1. PERIMETER LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTION.
2. LIMITED COVERED PARKING AREAS, STORAGE, PATIOS, PORCHES AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CORRESPONDING NUMBERS. PARKING AREAS ARE DENOTED BY PREFIX CP-A, STORAGE BY PREFIX S-A, PATIOS BY PREFIX P-A, PORCHES BY PREFIX E-A, AND BALCONIES BY PREFIX D-A.
3. ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK OVERALL.
4. THE PLANE OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.



LOT 7, BLOCK 4, M.C.S. 11894
THE CEDARS SUBDIVISION
SAN ANTONIO, TEXAS

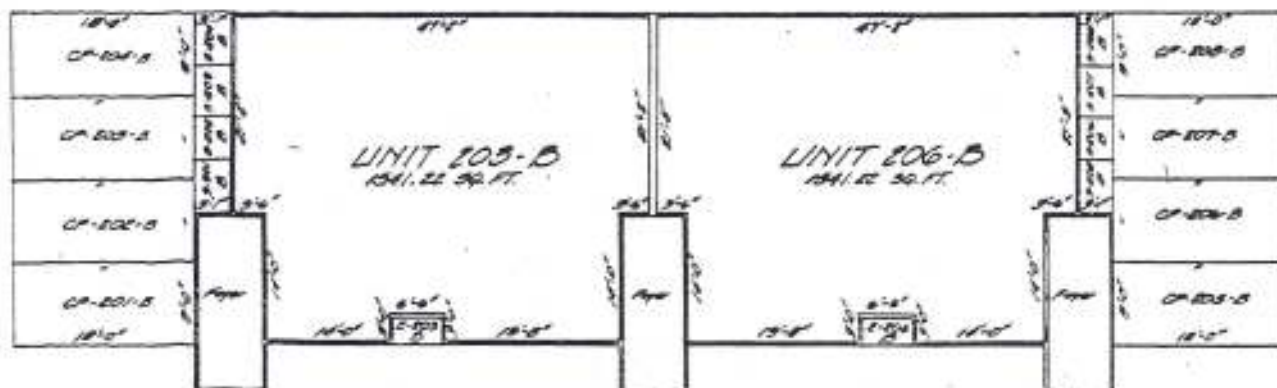
BUILDING "A"
UNIT NO
101 thru 108

EXHIBIT "A"
TO

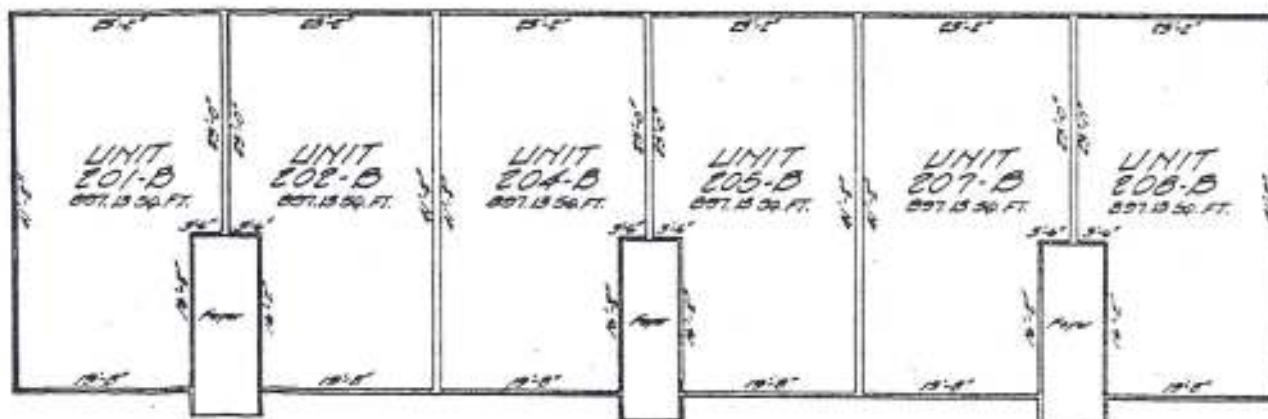
CONDOMINIUM DECLARATION
FOR

CHERBOURG SQUARE CONDOMINIUMS

EXHIBIT
C 1
1



FIRST FLOOR



SECOND FLOOR

NOTES:

1. PERIMETER LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTION.
2. LIMITED COVERED PARKING AREAS, STORAGES, PATIOS, PORCHES AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CORRESPONDING NUMBERS. PARKING AREAS ARE DENOTED BY PREFIX CP-B, STORAGE BY PREFIX S-B, PATIOS BY PREFIX P-B, PORCHES BY PREFIX E-B AND BALCONIES BY PREFIX D-B.
3. ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK OVERALL.
4. THE PLANES OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.



LOT 7, BLOCK 4, N.C.S. 1189A
THE CEDARS SUBDIVISION
SAN ANTONIO, TEXAS

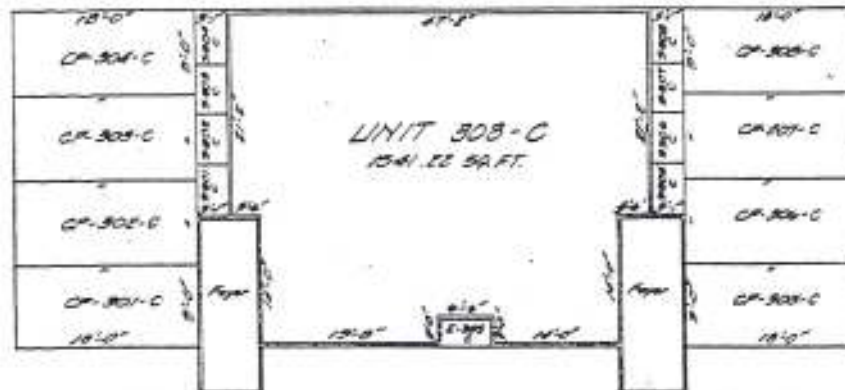
BUILDING "B"
UNIT NO
201 thru 208

EXHIBIT "B"
TO

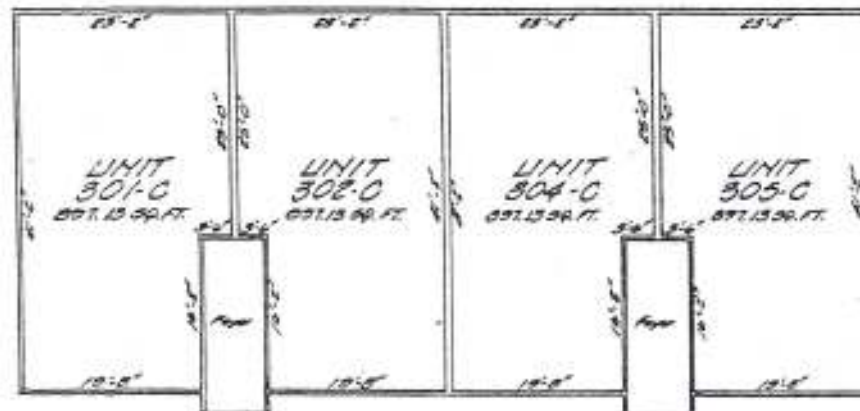
CONDOMINIUM DECLARATION
FOR

CHERBOURG SQUARE CONDOMINIUMS

EXHIBIT
C 2



FIRST FLOOR



SECOND FLOOR

NOTES:

1. PERIMETER LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTION.
2. LIMITED COVERED PARKING AREAS, STORAGES, PATIOS, PORCHES AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CORRESPONDING NUMBERS. PARKING AREAS ARE DENOTED BY PREFIX CP-C, STORAGES BY PREFIX S-C, PATIOS BY PREFIX P-C, PORCHES BY PREFIX E-C AND BALCONIES BY PREFIX D-C.
3. ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK OVERALL.
4. THE PLANES OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.



LOT 7, BLOCK 4, N.C.B. 10884
THE CEDARS SUBDIVISION
SAN ANTONIO, TEXAS

BUILDING "C"
UNIT NO.
301 thru 305

EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
CHERBOURG SQUARE CONDOMINIUMS

3



- 1 PERIMETER LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTION
- 2 LIMITED COVERED PARKING AREAS, STORAGE, PATIOS, PORCHES AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CORRESPONDING NUMBERS. PARKING AREAS ARE DENOTED BY PREFIX GP-D, STORAGE BY PREFIX S-D, PATIOS BY PREFIX P-D, PORCHES BY PREFIX E-D AND BALCONIES BY PREFIX D-D.
- 3 ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK OVERALL
- 4 THE PLANES OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS



LOT 7, BLOCK 4, M.C.B. 11894
THE CEDARS SUBDIVISION
SAN ANTONIO, TEXAS

BUILDING "D"
UNIT NO.
401 thru 407

EXHIBIT "B"
TO

CONDOMINIUM DECLARATION
FOR

CHERBOURG SQUARE CONDOMINIUMS

EXHIBIT
"C" 4

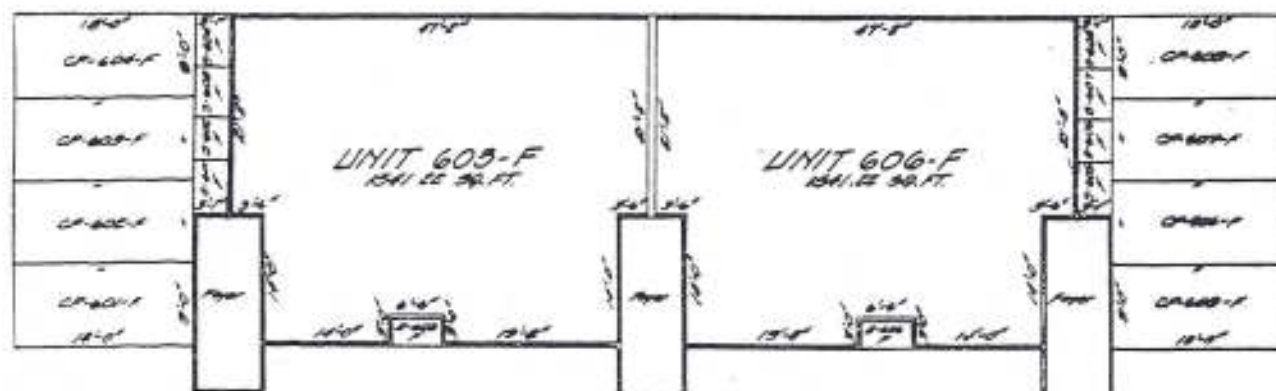


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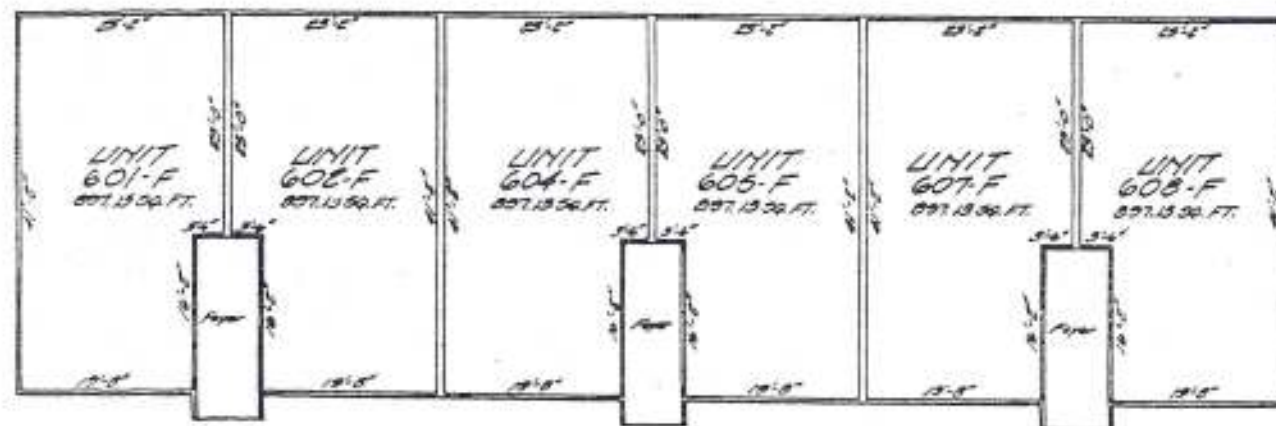


CHERBOURG SQUARE CONDOMINIUMS

5



FIRST FLOOR



SECOND FLOOR

NOTES:

- 1 PERIMETER LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTION.
- 2 LIMITED COVERED PARKING AREAS, STORAGES, PATIOS, PORCHES AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CORRESPONDING NUMBERS. PARKING AREAS ARE DENOTED BY PREFIX BP-F, STORAGES BY PREFIX S-F, PATIOS BY PREFIX P-F, PORCHES BY PREFIX E-F, AND BALCONIES BY PREFIX B-F.
- 3 ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK OVERALL.
- 4 THE PLANES OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.

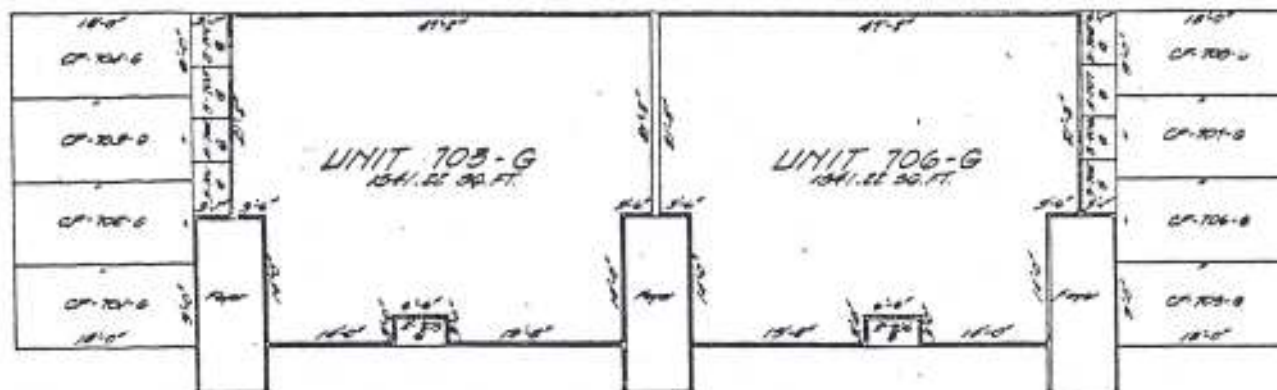


LOT 7, BLOCK 4, N.C.B. 11894
THE CEDARS SUBDIVISION
SAN ANTONIO, TEXAS

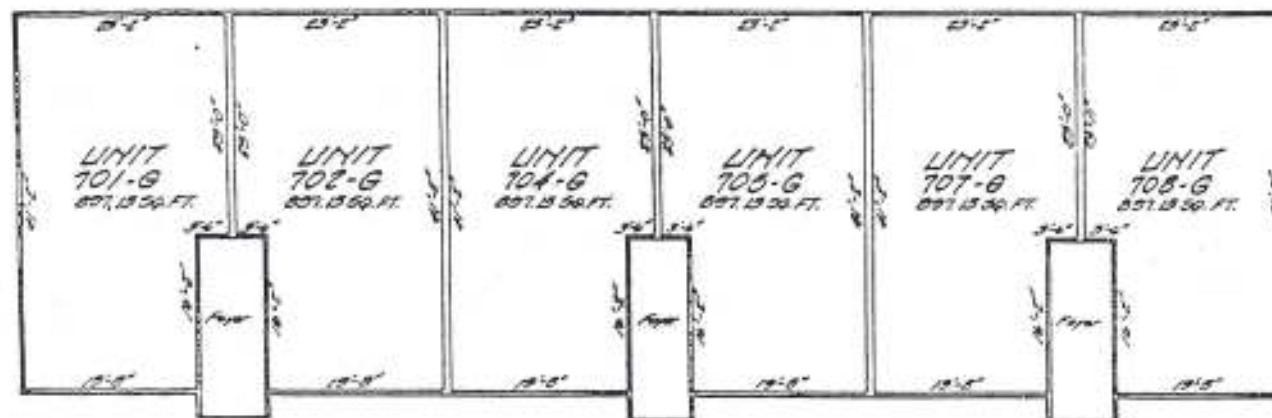
BUILDING "F"
UNIT NO
601 thru 608

EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
CHERBOURG SQUARE CONDOMINIUMS

EXHIBIT
"C" 6



FIRST FLOOR



SECOND FLOOR

NOTES:

1. PERIMETER LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTION.
2. LIMITED COVERED PARKING AREAS, STORAGE, PATIOS, PORCHES AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CORRESPONDING NUMBERS. PARKING AREAS ARE DENOTED BY PREFIX CP-#, STORAGE BY PREFIX S-#, PATIOS BY PREFIX P-#, PORCHES BY PREFIX E-# AND BALCONIES BY PREFIX D-#.
3. ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK OVERALL.
4. THE PLANES OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.

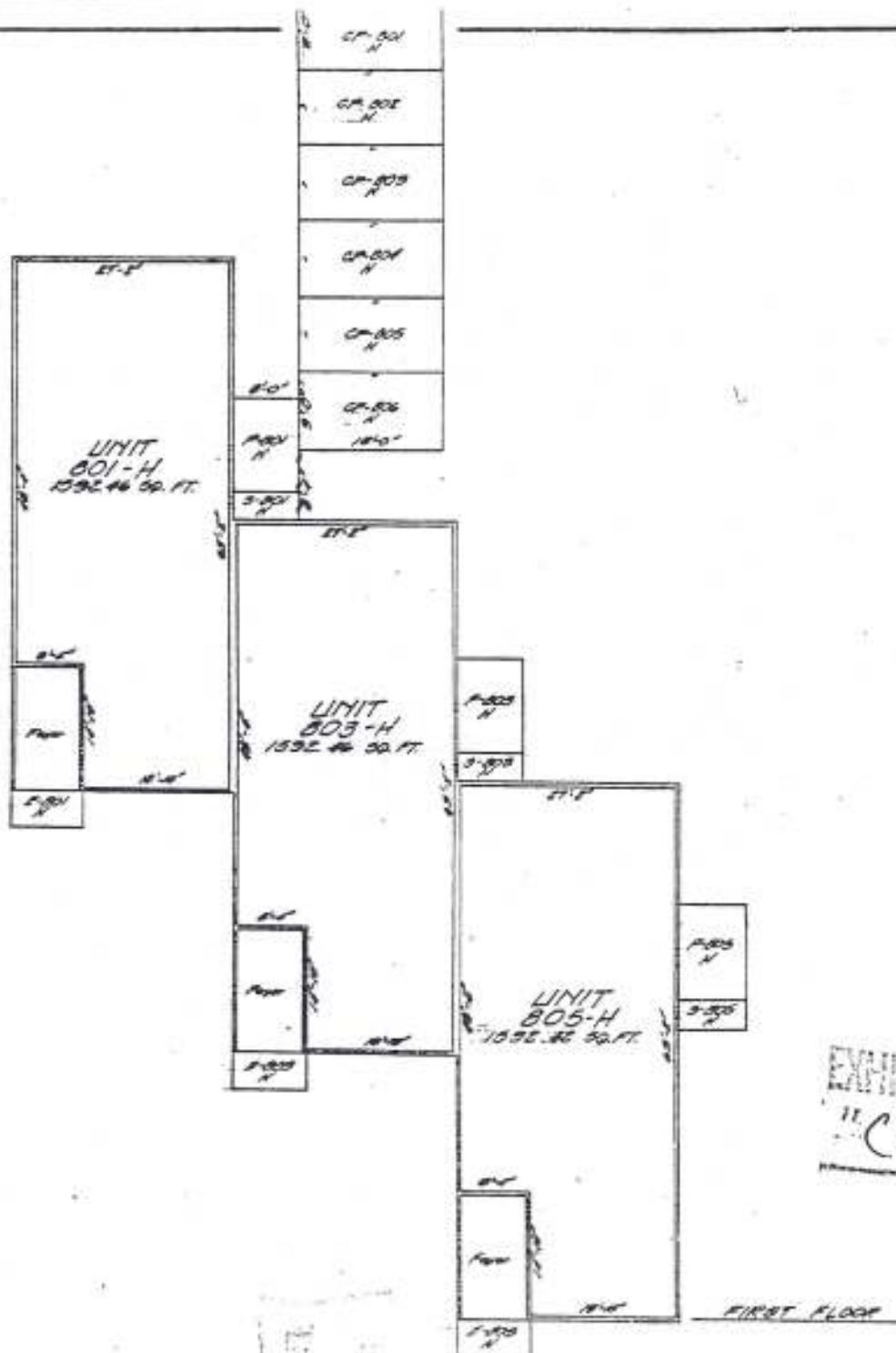


LOT 7, BLOCK 4, N.C.B. 11894
THE CEDARS SUBDIVISION
SAN ANTONIO, TEXAS

BUILDING "G"
UNIT NO.
701 thru 708

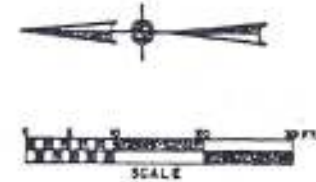
EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
CHERBOURG SQUARE CONDOMINIUMS

EXHIBIT
7



NOTES:

1. PERIMETER LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTION.
2. LIMITED COVERED PARKING AREAS, STORAGE, PATIOS, PORCHES AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CORRESPONDING NUMBERS. PARKING AREAS ARE DENOTED BY PREFIX CP-H, STORAGE BY PREFIX S-H, PATIOS BY PREFIX P-H, PORCHES BY PREFIX E-H AND BALCONIES BY PREFIX D-H.
3. ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK OVERALL.
4. THE PLANES OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.



LOT 26, BLOCK 1, N.C.B. 13528
ROYAL OAKS COMMERCIAL SUBDIVISION
UNIT 2A
SAN ANTONIO, TEXAS

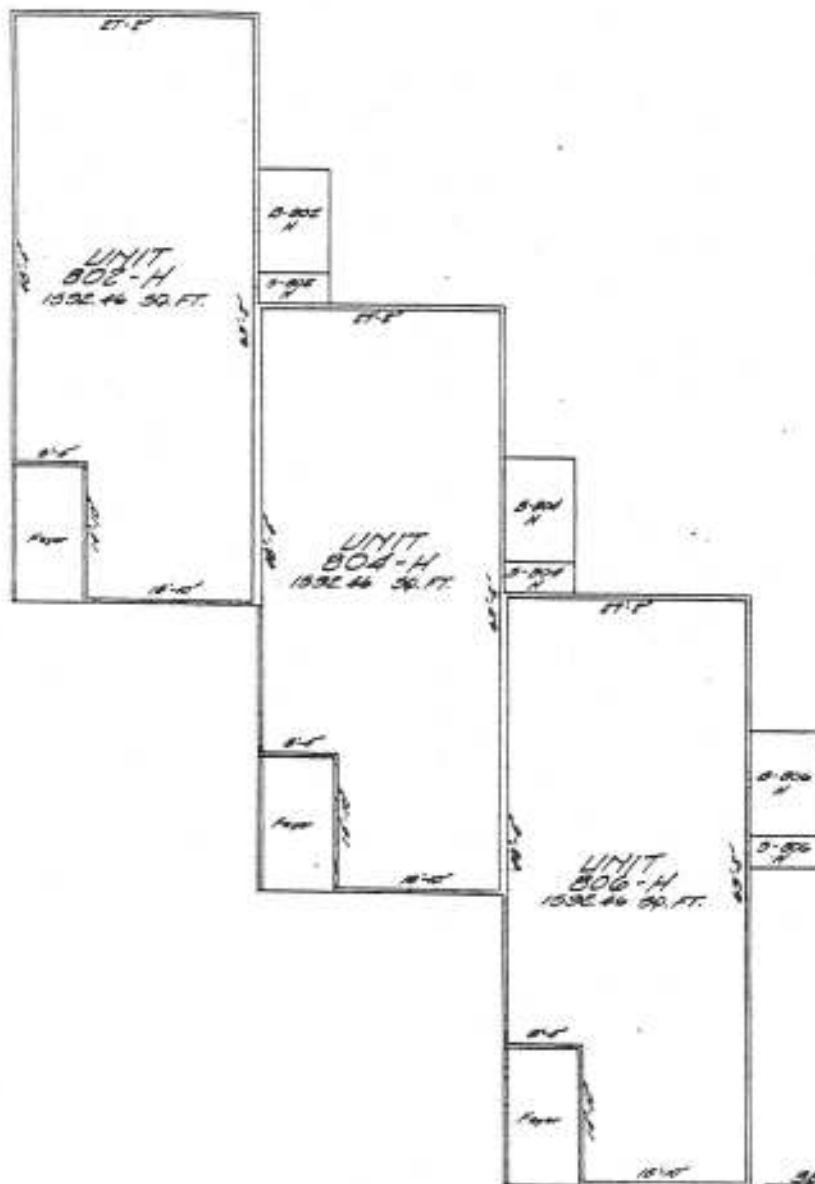
BUILDING "H"
UNIT NO.
801, 803 and 805
(FIRST FLOOR)

EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR

CHERBOURG SQUARE CONDOMINIUMS

EXHIBIT
11, C 11, 8

FIRST FLOOR



NOTES:

1. PERIMETER LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTION.
2. LIMITED COVERED PARKING AREAS, STORAGES, PATIOS, PORCHES AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CORRESPONDING NUMBERS. PARKING AREAS ARE DENOTED BY PREFIX "P", STORAGES BY PREFIX "S", PATIOS BY PREFIX "R", PORCHES BY PREFIX "E" AND BALCONIES BY PREFIX "B".
3. ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10 1/2" THICK OVERALL.
4. THE PLANES OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.



LOT 28, BLOCK 1, N.C.R. 13628
ROYAL OAKS COMMERCIAL SUBDIVISION
UNIT 2A
SAN ANTONIO, TEXAS

BUILDING "H"
UNIT NO.
802, 804 and 806
(SECOND FLOOR)

EXHIBIT "E"
TO

CONDOMINIUM DECLARATION

FOR

CHERBOURG SQUARE CONDOMINIUMS

EXHIBIT
"C" 9

EXHIBIT "D"

SCHEDULE OF PERCENTAGE OWNERSHIP
IN THE COMMON ELEMENTS

	Building	Unit	Sq. Ft.	%
1.	A	101	897.13	1.3681
2.		102	897.13	1.3681
3.		103	1541.22	2.3503
4.		104	897.13	1.3681
5.		105	897.13	1.3681
6.		106	1541.22	2.3503
7.		107	897.13	1.3681
8.		108	897.13	1.3681
9.	B	201	897.13	1.3681
10.		202	897.13	1.3681
11.		203	1541.22	2.3503
12.		204	897.13	1.3681
13.		205	897.13	1.3681
14.		206	1541.22	2.3503
15.		207	897.13	1.3681
16.		208	897.13	1.3681
17.	C	301	897.13	1.3681
18.		302	897.13	1.3681
19.		303	1541.22	2.3503
20.		304	897.13	1.3681
21.		305	897.13	1.3681
22.	D	401	1893.39	2.8874
23.		402	897.10	1.3680
24.		403	1541.22	2.3503
25.		404	897.13	1.3681
26.		405	897.13	1.3681
27.		406	1541.22	2.3503
28.		407	897.13	1.3681
29.	E	501	897.13	1.3681
30.		502	897.13	1.3681
31.		503	1541.22	2.3503
32.		504	897.13	1.3681