



Filing Receipt

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CY 2025 Registration of Submetered or Allocated Utility Service

Registration Number: S7151

Property Owner

VIDORRA CONDOMINIUM ASSOCIATION INC
3131 EASTSIDE ST STE 130
HOUSTON, TX 77098
(713) 936-9200
info@riseamg.com

Property Manager

Rise Association Management Group
3131 EASTSIDE ST STE 130
HOUSTON, TX 77098
(713) 936-9200
info@riseamg.com

Property Where Utility Service Is Provided

VIDORRA CONDOMINIUM ASSOCIATION INC
215 N CENTER
SAN ANTONIO, TX 78202-2717
(713) 936-9200
SUPPORT@RISEAMG.COM

Property Type: Condominium

Information on Utility Service

Tenants are billed for? Both Water and Wastewater

Submetered or Allocated? Allocated

Name of utility providing service: SAN ANTONIO WATER SYSTEM

Changing from Submetered to Allocated

This section is not applicable.

Method Used to Allocate Utility Charges

The following methods are used:

- As outlined in the condominium contract

Method Used to Offset Charges for Common Areas

The following methods were checked:

- All common areas and the irrigation system(s) are metered or submetered.

Required Documents Uploaded

The following documents were required:

- The condominium contract.
- The condominium affidavit.

The following documents were uploaded:

- Declaration.pdf
- Affidavit.pdf

Filing Party

This registration was filed by the Property Manager.

SCANNED



CONDOMINIUM DECLARATION

FOR

VIDORRA, A CONDOMINIUM

Made and Established on December 14, 2006.

CONDOMINIUM DECLARATION

FOR

VIDORRA, A CONDOMINIUM

This Condominium Declaration is made and established on December 14, 2006, by Declarant,

RECITALS:

- A. Declarant is the fee simple owner of the Land.
- B. Declarant desires to create a Condominium pursuant to the provisions of the Act and intends hereby to establish a plan for the individual ownership of estates in real property consisting of the Units and the appurtenant undivided interests in the Common Elements.
- C. Declarant intends hereby to establish a plan for the individual ownership of estates in real property consisting of the Units and the appurtenant undivided interests in the Common Elements.

NOW, THEREFORE, Declarant does hereby submit the Property to the provisions of the Act and the Condominium established hereby, and does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, restrictions, reservations, uses, limitations and obligations are hereby established and shall be deemed to run with the Property and shall be a burden and benefit to Declarant, the Association, the Owners and their respective heirs, legal representatives, successors and assigns:

ARTICLE I

Definitions

Section 1.1 Terms Defined. As used in this Declaration, the following terms shall have the meanings set forth below:

"Access Easement." An easement as more particularly described in Section 3.7(a) of this Declaration.

"Act." The Uniform Condominium Act, Texas Property Code, Chapter 82, Section 82.001 et seq., as amended from time to time.

"Acquired Property." Shall have the meaning set forth in Section 13.2 of this Declaration.

"Affiliate." As defined in Section 82.003(a)(1) of the Act

"Allocated Interests." The undivided interests of each Owner in the Common Elements and the Common Expenses allocated to each Unit as reflected on Exhibit "C" to

this Declaration, as the same may be reallocated in accordance with the Reallocation Percentages as required from time to time pursuant to the provisions of this Declaration.

"Assessments." Monthly Assessments, Special Assessments and Individual Assessments owing to the Association by an Owner or levied against a Unit by the Association.

"Association." Vidorra Condominium Association, Inc., a Texas nonprofit corporation organized under the Act and the TNCL and created for the purposes and possessing the rights, powers and authority set forth in the Governing Documents.

"Board of Directors." The board of directors of the Association named in the Certificate of Formation and their successors as duly elected and qualified from time to time.

"Budget." A budget prepared by the Association and delivered to each Owner that includes the anticipated Common Expenses for the Property for the ensuing year and a statement setting forth each Owner's monthly share thereof.

"Building." Collectively, the Tower, the Town Homes, the Parking Garage and all other buildings located on the Land in which the Units are located.

"Bylaws." The bylaws of the Association, as amended from time to time, adopted by the Board of Directors.

"Certificate of Formation." The certificate of formation of the Association filed with the Secretary of State of Texas, as amended from time to time.

"Common Elements." All portions of the Condominium, including both the General Common Elements and Limited Common Elements, but excluding the Units.

"Common Elements Easement" An easement as more particularly described in Section 3.7(b) of this Declaration.

"Common Expenses." Expenses for which the Association is responsible, including those related to: (a) maintenance and repair of the applicable Common Elements; (b) casualty, public liability and other insurance coverages required or permitted to be maintained by the Association under the Governing Documents; (c) Governmental Impositions levied and assessed against the Common Elements; (d) utilities relating to the applicable Common Elements; (e) professional services for the Association, such as management, accounting and legal services; (f) trash removal and common area cleaning; (g) security and janitorial services; (h) pest control; (i) common area landscaping; and (j) such other costs and expenses as may be reasonably related to the proper maintenance, care, operation and management of the Common Elements and the administration of the Association and the Condominium.

"Condominium." The form of real property established by this Declaration with respect to the Property located in the County, in which portions of the Property are

designated for individual ownership or occupancy and the remainder of the Property is designated for common ownership or occupancy solely by the Owners of such portions, containing a maximum of 154 Units.

"Condominium Records." The records and books maintained by the County Clerk in the County where condominium declarations and condominium plats and plans are filed in accordance with Section 82.051(d) of the Act.

"County." Bexar County, Texas.

"Damaged Unit." One or more Units damaged or destroyed by fire or other casualty.

"Declarant" Park Centre Towers, Limited, a Texas limited partnership, whose address for notice is 9000 Tesoro Drive, Suite 300, San Antonio, Texas 78217-6132, and any successor or assignee of Declarant having the rights, powers, authority and obligations described in this Declaration evidenced by a written instrument filed for record in the Condominium Records assigning the rights, powers, authority and obligations of Declarant hereunder.

"Declarant Control." The period commencing on the date of this Declaration and continuing until the date which is 120 days after the date that deeds to not less than 75% of the Units have been recorded in the Real Property Records.

"Declarant's Mortgagee." Any Person that is the holder of any bona fide indebtedness which is the result of an arm's length negotiation that is secured by a first lien or encumbrance upon any portion of the Condominium owned by Declarant.

"Declaration." This Condominium Declaration for Vidorra, a Condominium and all amendments thereto, which shall be recorded in the Condominium Records.

"Designee." A Person acting at the request of another Person, including contractors, subcontractors, employees, agents, representatives and licensees.

"Development Rights." A right or combination of rights: (a) to create, relocate or properly designate Units or Common Elements within the Condominium and to make and record corrections to the Map to conform the Map to the actual location of the Units and/or the proper designation of the elements of the Condominium as Units or Common Elements; (b) to convert Units into Common Elements or convert Common Elements into Units; (c) to withdraw or add real property (including the Future Development Area) from or to the Condominium; (d) to subdivide or combine Units within the Condominium; or (e) the right to convert General Common Elements to Limited Common Elements.

"Dispute." Any claim, grievance or other dispute arising out of or relating to: (a) the interpretation, application or enforcement of the Governing Documents; (b) any conflict or dispute arising between or among two or more Owners; (c) the proper party to bear a maintenance cost or expense or a capital expenditure or the proper amount of the

expense, fee or Assessment to be charged or collected; (d) the rights, obligations and duties of any Owner under the Governing Documents; (e) the authority of the Association or Declarant under any Legal Requirement or under the Governing Documents to: (i) require any Owner to take any action or not to take any action involving such Owner's Unit, or (ii) alter, subtract from or add to the Common Elements or the Condominium; (vi) the construction of the Property, including the interpretation or enforcement of any warranty; or (f) the failure of the Association, in accordance with Legal Requirements and the Governing Documents to: (i) properly conduct elections, (ii) give adequate notice of meetings or actions, (iii) properly conduct meetings, or (iv) allow inspection of books or records. The following shall not be considered "Disputes" unless all parties shall otherwise agree to submit the matter to arbitration pursuant to Article XI of this Declaration: (w) any suit by the Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary to maintain the status quo and preserve the Association's ability to enforce the provisions of the Governing Documents; (x) any suit between Owners that does not include Declarant, the Association if such suit asserts a dispute that would constitute a cause of action independent of any of the Governing Documents; (y) any disagreement that primarily involves title to any Unit or the Common Elements; or (z) any suit in which the applicable statute of limitations would expire within 180 days of the giving of notice as provided in Article XI of this Declaration unless the Persons against whom the Dispute is made agree to toll the statute of limitations for a period of time necessary to comply with Article XI of this Declaration.

"Easements." Collectively, those Easements described in Section 3.7 and Section 3.8 of this Declaration.

"Future Development Area." All or any portion of the real property designated on the Map as the Future Development Area, as more particularly described on Exhibit "D" attached to this Declaration.

"Future Development Area Easement." An easement as more particularly described in Section 3.7(0) of this Declaration.

"General Common Elements." All portions of the Common Elements that are not Limited Common Elements.

"Governing Documents." Individually and collectively, the Act, Bylaws, Certificate of Formation, this Declaration, Regulations, and the Restrictive Covenants.

"Governmental Authority." Any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental entity (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

"Governmental Impositions." All real estate and personal property taxes, charges, assessments, standby fees, excises and levies and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen,

of any kind and nature whatsoever, which at any time prior to or after the execution hereof, may be assessed, levied or imposed upon the Condominium or any Unit therein by any Governmental Authority.

"Improvements." The Building and its infrastructure, and the pavement, fencing, landscaping, facilities, Systems and man-made objects of every type, existing or in the future placed on the Land, including all cable television, cellular phone, internet and other utility or communication installations or equipment

"Individual Assessments." The assessments levied by the Association against one or more Owners pursuant to Section 7.2 of this Declaration.

"Insurance Proceeds." Any and all proceeds that the Association of an Owner is entitled to receive from an insurance company as a result of a casualty loss, including such proceeds in connection with a casualty loss to a Unit, the Common Elements or to improvements within an Easement area established pursuant to this Declaration.

"Insurance Trustee." The Association acting in the capacity of a trustee in accordance with the provisions of Section 6.5 of this Declaration to receive, hold and disburse Insurance Proceeds under any property insurance policies required to be obtained by the Association in this Declaration.

"Land." That certain real property located in the County and more particularly described in Exhibit "A" attached to this Declaration, together with all and singular the rights and appurtenances pertaining thereto, including any additional real property that becomes part of the Property, but excluding, to the extent appurtenant, the Easements.

"Legal Requirements." The Restrictive Covenants and any other matters of record and any and all then-current judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to any Owner's use and enjoyment of the Condominium, any Unit or the Property, including zoning ordinances, subdivision and building codes, flood disaster laws and applicable architectural barrier, health and environmental laws and regulations.

"Limited Common Elements." Those portions of the Common Elements that are allocated by this Declaration and the Map for the exclusive use of less than all of the Units, including certain Parking Spaces, patios and balconies appurtenant to the individual Units.

"Maintenance Standard." Good repair, and in an attractive and clean condition, including the operation, upkeep, repair and restoration, ordinary wear and tear excepted, to the extent necessary to maintain the Condominium or Units, as applicable, in a condition reasonably suitable for its intended purpose.

"Manager." Any professional manager or management company with whom the Association contracts for the day-to-day management of either or both of the Property or the administration of the Association and the Condominium.

"Map." The plats and plans described in Exhibit "B" attached to this Declaration and made a part of this Declaration, including a survey plat of the Property and dimensional drawings that horizontally and vertically identify and describe the Units, the Common Elements and the Future Development Area.

"Monthly Assessment" Assessments established and collected by the Association pursuant to Article VH of this Declaration for payment of the Common Expenses when due.

"Mortgagee." Any Person, including Declarant's Mortgagee, that is the holder, insurer or guarantor of any bona fide indebtedness which is the result of an arm's length negotiation, that is secured by a first lien or encumbrance upon the Property and/or a Unit and which has provided the Association with written notice of its name, address and description of the Unit encumbered thereby.

"Owner." Any Person (including Declarant) owning fee title to a Unit, but excluding any Person having an interest in a Unit solely as security for an obligation.

"Parking Garage." That certain parking garage located on the Property and shown on the Map.

"Parking Spaces." Those 266 parking spaces used exclusively for the parking of automobiles by Owners, Tenants and their guests, certain of which are designated as a Limited Common Element appurtenant to particular Units and certain of which constitute General Common Elements, as more particularly described in Section 3.3 of this Declaration.

"Past Due Rate." The maximum lawful rate of interest under Texas law or, if no maximum lawful rate exists, the rate of 18% per annum.

"Person." Any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other legal entity, including any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Priority Lien Indebtedness." Any bona fide indebtedness, which is the result of an arm's length negotiation, that is secured by a first lien or encumbrance upon the Property and/or a Unit and which shall also include subordinate financing in connection with a purchase or refinancing of a Unit or home equity loan or reverse mortgage loan secured by a Unit, and such other indebtedness as is approved by the Association on a case by case basis as Priority Lien Indebtedness.

"Property." The Units and the Common Elements.

"Real Property Records." The records of the office of the county clerk of the County where instruments concerning real property are recorded.

"Reallocation Percentage." The percentage of the undivided interest of each Owner in the Common Elements as set forth on a supplemental Declaration (if applicable), determined by dividing (a) the square footage of a Unit by (b) the combined total square footage of all Units, which measurement of the square feet within each Unit shall be done in the same manner as the measurement used to establish the initial Allocated Interests set forth on Exhibit "C" to this Declaration.

"Regulations." The rules and regulations of the Association initially adopted by the Board of Directors and as amended from time to time, relating to the appearance, use and occupancy of the Property, including the exterior appearance, use and occupancy of the Units and certain construction on the Property.

"Rents." Any and all rental or other income received by an Owner in connection with the leasing of such Owner's Unit or the granting or licensing of a right to use all or any portion of such Unit

"Restrictive Covenants." Collectively, all items filed of record in the Real Property Records affecting title to the Land.

"Roof Easement." An easement as more particularly described in Section 3.7(d) of this Declaration.

"Sales Restriction Period." A period commencing on the date that a Unit is conveyed to an Owner by Declarant and ending on the earlier of (a) one year after the date of the conveyance of such Unit to the Owner by Declarant, and (b) the date the last of the Units is conveyed to an Owner by the Declarant

"Special Assessments." Assessments established and collected from time to time by the Association pursuant to Section 7.1(c) of this Declaration, when due.

"Special Declarant Rights." Rights reserved for the benefit of Declarant to: (a) complete the Improvements shown on the Map; (b) make the Condominium a part of a larger condominium or planned community; (c) exercise any Development Right; (d) maintain the sales, management and leasing offices and models described in Section 3.5 of this Declaration and use signs advertising the Units or the Condominium; (e) use any Easement for the purpose of making improvements within the Condominium or within the Future Development Area, in connection with the development of the Future Development Area; and (f) appoint or remove any officer or board member of the Association during the period of Declarant Control.

"Structure." All foundations, footings, columns, flat slabs, sheer walls, girders, support beams, post tension cables or rods and including any and all other structural components that support, uphold or are a part of the Building or other Improvements.

"Support Easement." An easement as more particularly described in Section 3.7(e) of this Declaration.

"Systems." All fixtures, utilities, equipment, pipes, lines, wires, computer cables, conduits, circuits, junction boxes, hangers, pull boxes, terminal points, electronic devices, air compressors, air handlers, chillers and other systems used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, waste water, sewage, audio and video signals and other utility services, including die main switch gear conduits, plumbing chases and mechanical shafts on the Property.

"Systems Easement" An easement as more particularly described in Section 3.7(f) of this Declaration.

"Taking." The taking or threat of taking of all or a portion of the Property for any public or quasi-public use, by eminent domain proceedings or otherwise, by a Governmental Authority or by an action in the nature of eminent domain (whether permanent or temporary) or the sale or other transfer of the Property in lieu thereof.

"Tenant." Any Person having the right to occupy a Unit pursuant to a lease granted by an Owner.

"TNCL." The Texas Nonprofit Corporation Law, as amended from time to time.

"Tower." The Building located on the Land in which the Tower Units are located.

"Tower Roof Garden." The garden area located on the roof of the Tower, as shown on the Map.

"Tower Unit." A Unit that is designated as a Tower Unit on the Map.

"Town Home." Any Building located on the Land in which a Town Home Unit is located.

"Town Home Roof Garden." Those certain garden areas that an Owner may elect to have constructed on the roof of its Town Home, which, if constructed, shall constitute a part of die Town Home Unit.

"Town Home Unit" A Unit that is designated as a Town Home Unit on the Map.

"Unit" A physical portion of the Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on die Map), which is contained within the perimeter walls, floor, ceiling, windows and doors of a Unit depicted on the Map, and includes (a) die finish materials, fixtures and appliances contained in the Unit, and (b) all Systems which exclusively serve such Unit, but excludes (i) Systems which serve more than one Unit, and (ii) any portion of the Structure, all as subject to and further described in Section 82.052 of the Act. The term "Unit" includes all Tower Units and Town Home Units

"Utility Easement" An easement as more particularly described in Section 3.7(g) of this Declaration.

"Working Capital Contribution" An amount equal to the Monthly Assessment multiplied by two to be contributed to the Association by each Owner, not including Declarant as provided in Section 10.3 of this Declaration.

ARTICLE II

General Provisions

Section 2.1 Creation of Units, Map.

(a) Division of Property. The Property is hereby divided into fee simple estates composed of separately designated Units and each Unit's undivided interest in and to the Common Elements. Each Unit, together with its undivided interest in the Common Elements, is for all purposes a separate parcel of and estate in real property. The separate parcels of and estates in real property designated hereby shall be created on the date of filing of this Declaration in the Condominium Records and shall continue until this Declaration is revoked or terminated in the manner provided in this Declaration.

(b) Map. The Map sets forth the following: (i) a general description and diagrammatic plan of the Condominium; (ii) the location and dimension of all real property subject to the Development Rights, including the Future Development Area; (iii) all major Improvements, including each Unit, showing its location within the Building, the ~~floods~~ and the number of each Unit and the Limited Common Elements appurtenant to each Unit (including certain Parking Spaces and patios and balconies); and (iv) such other information as is desirable or required pursuant to the Act, including a certification as to compliance with the Act. The measurements set forth on the Map as to each Unit are approximate values taken from the plans and specifications for the Property and may not be precisely accurate as to any Unit due to variances in construction and interior floor plans. NEITHER THE DECLARANT NOR ANY OWNER SHALL BE LIABLE TO ANY OTHER OWNER AS A RESULT OF ANY DISCREPANCIES IN ACTUAL MEASUREMENTS FROM THOSE SET FORTH ON THE MAP OR IN ANY CONDOMINIUM PURCHASE CONTRACT TO WHICH DECLARANT OR ANY OWNER IS OR WAS A PARTY, AND EACH OWNER, BY ACCEPTING A DEED TO A UNIT, WAIVES ANY SUCH CLAIM OR CAUSE OF ACTION. Upon completion of the construction of the Improvements contemplated by Declarant, if deemed necessary by Declarant, Declarant, (without the joinder of any Owner) shall file a supplemental Declaration amending the Map to reflect the actual measurements for each Unit, any other appropriate changes, and amending Exhibit "C" attached to this Declaration to reflect the Allocated Interests based upon completion of construction.

Section 2.2 Future Development Area. Any or all of the Future Development Area may be developed by Declarant, but there shall be no obligation upon Declarant to (i) develop the Future Development Area; (ii) to develop the entire Future Development Area (it being contemplated that Developer may develop less than the entire Future Development Area); (iii) if any portion of the Future Development Area is developed, to include such portions of the Future Development Area within the Condominium; or (iv) to construct improvements of any kind or nature on or within any portion of the Future Development Area. Declarant shall have the right

to replat, re-zone and change plans with respect to any part of the Future Development Area, which Future Development Area, or the applicable portion thereof, shall not be deemed burdened by the terms and conditions of this Declaration unless and until all or such portion thereof is brought under the terms of this Declaration by a supplemental Declaration. If Declarant elects to develop the Future Development Area and include the Future Development Area within the Condominium, the Future Development Area shall contain a maximum of 210 units.

Section 2.3 Allocation of Interests in Common Elements. The initial Allocated Interests have been determined by dividing the square footage of each Unit by the square feet of all Units and are shown opposite the Unit numbers in Exhibit "C" attached to this Declaration. If Declarant elects to improve and construct a unit or units on portions of the Future Development Area and elects to include such portions of the Future Development Area within the Condominium, the Allocated Interests of each Owner shall be recalculated in accordance with the Reallocation Percentages pursuant to the provisions of a supplemental Declaration; provided, however, that such Allocated Interests, as determined by the Reallocation Percentages shall not be effective until the date the unit or units in the Future Development Area are added to the Condominium pursuant to a supplemental Declaration. The Common Elements shall remain undivided. Each supplemental Declaration filed in accordance with this Section 2.3 shall include a revised listing of all the Units reflecting the Allocated Interests opposite the Unit description.

Section 2.4 Inseparability of Units; No Partition. Each Unit shall be inseparable and shall be acquired, owned, conveyed, transferred, leased and encumbered only as an entirety. In no event shall a Unit be subject to physical partition and no Owner shall bring or be entitled to maintain an action for the partition or division of a Unit or the Common Elements. Any purported conveyance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements without the Unit to which such Common Elements are allocated is void *ab initio*.

Section 2.5 Permissible Relationships; Description.

(a) Ownership of Units. A Unit may be acquired and held by more than one Person in any form of ownership recognized by the Legal Requirements.

(b) Description of Units. Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Unit shall legally describe such Unit as follows: "Unit _____ of Vidorra, a Condominium, located in Bexar County, Texas," with further reference to the recording data for this Declaration (including the Map and any amendments to the Declaration in the Condominium Records). Every such description shall be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber or otherwise deal with such Unit, and any such description shall be construed to include all incidents of ownership relating to a Unit

Section 2.6 Mortgage of Unit An Owner shall be entitled from time to time to mortgage or encumber its Unit by creating a lien or liens covering such Unit under the provisions of a mortgage or deed of trust, but any lien created thereby shall be subject to the terms and provisions of this Declaration and any Mortgagee or other lienholder which acquires a Unit through judicial foreclosure, public sale or any other means shall be subject to the terms and

provisions of this Declaration. An Owner that mortgages its Unit shall notify the Association, giving the name and address of said Owners Mortgagee, and the Association shall maintain such information.

ARTICLE ffl

Uses, Reservations and Restrictions

Section 3.1 Permitted Use. Except as otherwise provided in the Governing Documents, no Unit shall be used or occupied for other than residential purposes. Each Unit shall also be subject to limitations on use, occupancy, architectural standards and such other matters as are set forth in die Governing Documents.

Section 3.2 Leases. Units may be leased; however, except for those Units owned by Declarant: (a) each lease shall be for a term of at least 6 months; (b) such lease shall be in writing, shall state that it is subject in all respects to die provisions of die Governing Documents and shall provide that any failure by the Tenant thereunder to comply with the terms and provisions of Governing Documents shall constitute a default Under Such lease; (c) each lease shall be subject to leasing restrictions set forth by the Association in the Governing Documents; (d) an executed copy of each lease shall be submitted to the Association promptly following execution; and (e) all leases shall be on forms approved by the Association.

Section 3.3 Parking Spaces. All Parking Spaces shall be subject to the procedures and regulations adopted for the same horn time to time by Association as described in die Regulations and the Development Rights as described in Section 3.5(b) hereof.

Section 3.4 Compliance with Governing Documents. Each Owner, by accepting a deed conveying title to a Unit and any Tenant, by execution of a lease or by occupancy of a Unit, shall automatically be deemed to have agreed to strictly comply with the provisions of the Governing Documents and all Legal Requirements. A failure or refusal of an Owner or Tenant to so comply with any such provisions, after written notice, shall constitute a Dispute (to the extent so included within the definition of "Dispute" set forth in Section 1.1 of this Declaration), that shall be resolved in accordance with Article XI of this Declaration. In addition, an Owner's voting rights in die Association may by written notice be suspended by the Association during the period of such noncompliance.

Section 3.5 Rights of Declarant In accordance with, and only if permitted by the Act, Declarant reserves the following rights:

(a) the Development Rights and the Special Declarant Rights, at all times while Declarant or any Affiliate of Declarant owns any Unit or any other real property interest in die Condominium. Declarant will not assign the Development Rights or the Special Declarant Rights without obtaining prior written consent to such assignment by Declarant's Mortgagee;

(b) the right (but not the obligation), by a supplemental Declaration, to supplement or modify any Unit by (i) adding additional facilities (whether from the Future Development Area or otherwise); (ii) deleting facilities; (iii) designating

additional portions of the Condominium as part of any Unit; (iv) combining Units; or (v) converting General Common Elements into Limited Common Elements; provided, however, Declarant may not add or delete facilities from any part of the Future Development Area or any Unit or combine Units, unless Declarant or an Affiliate of Declarant is the owner of such part of the Future Development Area or the Owner of such Unit or Units. All material changes to the configuration or any size of any Unit (other than such a combination) shall require the prior approval of the Association; provided, however, that any changes made by Declarant pursuant to subsections (i)(ii)(iii)(iv) and (v) above shall not require the prior approval of the Association or any other Owner. No such addition or deletion to any such Unit or combination of Units shall affect the interest in the Common Elements, the share of Common Expenses or the voting rights appurtenant to the Units. Any Units which are combined shall be treated for all such purposes as separate Units. Declarant may separate any Units it has combined, at its sole expense, into separate and distinct Units as originally set forth in the survey and the Map. Nothing in this Declaration, however, shall obligate Declarant to add to the Condominium or otherwise take any of the actions to which Declarant is entitled pursuant to this Section 3.5(b):

(c) the right to maintain a model unit and a sales, leasing and/or management office within any Unit or on the Common Elements in connection with the sale, leasing and/or management of Units, in such location as determined by Declarant. No such model unit or office shall be larger than 2,500 square feet and Declarant shall have the right to relocate such model unit and/or office from time to time. Declarant shall have the right to authorize placement, upon the Common Elements, of signs designating any such model unit and/or sales, leasing and/or management office and advertising the sale or leasing of the Units. Such signs may be placed in such locations and shall be of such size and character as Declarant may determine;

(d) the right to include, in any instrument initially conveying a Unit, such additional reservations, exceptions and exclusions as it may deem consistent with and in the best interests of the Owners and the Association;

(e) the right, without the vote or consent of the Association or any other Owner, to: (i) make alterations, additions or improvements in, to and upon any Units owned by Declarant or its Affiliates, whether structural or non-structural; and (ii) change the floor plan and layout of any Unit owned by Declarant or its Affiliates. However, in no event shall any such alteration, improvement or change interfere with any structural support of any Unit or the Common Elements or the provision of utility service to any Unit or the Common Elements. All work done in accordance with the provisions of this Section 3.5(e) shall be done in compliance with the Governing Documents and all applicable Legal Requirements; and

(f) for as long as Declarant or its Designees remain liable under any warranty, whether statutory, express or implied, for any act or omission of Declarant or its Designees in the development, construction, sale and marketing of any portion of the Condominium or of the Future Development Area, whether such Future Development Area has been included within the Condominium, the right, for itself and its Designees, in

Declarant's sole discretion and from time to time, to enter the Common Elements and die Unite for the purpose of making necessary inspections, tests, repairs, improvements or replacements required for Declarant or its Designees to fulfill any of its warranty obligations, provided that no such entry into a Unit shall unreasonably interfere with the use of such Unit by its Owner. Failure of the Association or any Owner to provide such access may result in the appropriate warranty being nullified and of no further force or effect. Nothing in this Section 3.5(f) shall be deemed or construed as Declarant making or offering any warranty, all of which are disclaimed.

In addition to all other rights granted or reserved to Declarant in the Governing Documents, in order that the development of the Condominium may be undertaken and established as a fully operating development, Declarant shall have the following rights, and the Owners and the Association shall refrain from interfering with Declarant's activities in such regard: (i) Declarant and its Designees shall have die right to conduct any activity or operations on or in connection with the Condominium that Declarant determines to be necessary or advisable in connection with the completion of the development of the Condominium or die Future Development Area, as applicable, including the right to alter its construction plans and designs as Declarant deems advisable in the course of development or enlargement of any Improvements; (ii) Declarant and its Designees shall have the right to erect, construct and maintain on any of the Property owned by Declarant or its Affiliates, such structures as may be reasonably necessary for the conduct of its or their business of completing said development and establishing the Condominium as a community and disposing of the same by sale, lease or otherwise; (iii) Declarant and its Designees shall have the right to conduct on the Property its business of developing, subdividing, grading and constructing Improvements in the Condominium and in the Future Development Area and of disposing of the Units thereon by sale, lease or otherwise; (iv) Declarant shall have the right to determine in its sole discretion die nature of and the types of Improvements to be constructed as part of the Condominium or the Future Development Area; (v) Declarant shall have the right to file any amendments or any supplemental Declarations to this Declaration; (vi) Declarant and its Designees shall have the right to modify, change, re-configure, remove and otherwise alter any Improvements located on the Common Elements, except as prohibited or limited elsewhere by the Governing Documents; and (vii) Declarant and its Designees shall have the right to enter upon the Property or upon the Future Development Area and operate thereon such vehicles and equipment as shall be necessary in the sole discretion of Declarant or its Designees for such purposes. In general, Declarant shall be exempt from all restrictions set forth in this Declaration to die extent such restrictions interfere in any manner with Declarant's plans for construction, development, use, sale, lease or other disposition of all or any portion of the Property or the Future Development Area.

Development Rights may be exercised as to different portions of the Property at different times. Declarant provides no assurance whether any Development Right will be exercised, the portions of the Property as to which Development Rights may be exercised or as to die order of exercise of any Development Rights. The exercise of any Development Right in any portion of the Property does not obligate Declarant to exercise that Development Right in any other portion of the Property.

Section 3.6 Restriction on Resale of Units. During the Sales Restriction Period, an Owner shall not offer to sell, advertise for sale nor otherwise attempt to sell their Unit at a

purchase price less than purchase prices on the same type of or similar Units being offered by Declarant to the general public. Each Owner agrees that the breach of this provision during the Sales Restriction Period shall entitle the Association and the Declarant to exercise any remedy available at law or in equity. This restriction shall not apply to any foreclosure or exercise of the power of sale by the holder of any Priority Lien Indebtedness.

Section 3.7 Easements. Each Owner accepts a deed conveying title to a Unit subject to the Easements granted and reserved, as applicable, in this Section 3.7, which Easements (and all related rights and obligations related to such Easements arising on or after the date of any transfer) shall run with the Condominium.

(a) Access Easement Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Access Easement over, on and across each Unit as may reasonably be necessary for its own benefit and for the benefit of each Owner and the Association, and its agents, employees and representatives as applicable, as may be reasonably necessary for: (i) the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom; (ii) the use of a Unit and the Common Element appurtenant to its Unit by its Owner, provided no other reasonable means of access exists; (iii) the exercise by Declarant of the Special Declarant Rights or the performance of any obligations of Declarant under the Governing Documents; (iv) the making of emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit; (v) the evacuation of all or any part of the Property in the event of an emergency; and (vi) such other reasonable purposes as are deemed by the Association to be necessary for the performance of the obligations of the Association as described herein and in the Bylaws.

The Association, its agents, employees and representatives, may enter a Unit to the extent reasonably necessary in case of an emergency originating in or threatening the Unit or any other Unit whether or not the Owner or Tenant of such Unit is present at the time. The Person making such entry shall take reasonable precautions to protect such premises and any property contained therein from damage and theft. This right of entry may be exercised by all police officers, firefighters and other emergency personnel in the performance of their respective duties. Also, the Association, its agents, employees and representatives may enter a Unit to perform installations, alterations or repairs to the mechanical, electrical or utility services which, if not performed, would affect the use of other Units or the Common Elements; provided that, if possible, requests for any entry shall be made in advance and at a time convenient to the Owner and further subject to the foregoing limitations. In case of an emergency, the right of entry is immediate and if an Owner refuses to provide entry, such Owner is liable for the cost of repairs to the Unit or the Common Elements caused by the chosen method of access under such circumstances.

(b) Common Elements Easement Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Common Elements Easement over, on and across the Common Elements for its own benefit and for the benefit of each Unit which is an intended beneficiary of such Common Element and the Association for ingress and egress from each Unit and for the use of the Common Elements.

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(c) Future Development Area Easement. Declarant hereby reserves a perpetual, assignable and non-exclusive Future Development Area Easement over, on and across the Property as reasonably necessary for its own benefit (i) for providing utilities to all or any portion of the Future Development Area, (ii) for the development, construction and operation of any improvements located or to be located within any part of the Future Development Area, regardless of whether any part of the Future Development Area is included within the Condominium, (iii) for repair, replacement and maintenance or warranty purposes, and (iv) where Declarant, in its sole discretion, determines that it is required or desires to do so. Declarant shall repair any damage to the Property caused by its exercise of the Future Development Area Easement.

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(d) Roof Easement. Declarant hereby grants and reserves (as applicable) a perpetual and non-exclusive (except as otherwise provided below) Roof Easement over, on and across the roof areas of the Tower: (i) for the benefit of the Owners access to and use of the Tower Roof Gardens; and (ii) for its own benefit for any purpose, including the exclusive right to use the roof of the Tower for electric, satellite, telecommunications, transmitting and similar equipment and signage, and for the placement, use and maintenance of such equipment and signage thereon. Declarant reserves the right to all Rents associated with any such use described in subsection (ii) above. Declarant shall have the unrestricted right to move or remove equipment and/or improvements, as necessary in connection with its rights granted herein with respect to the Roof Easement. Declarant shall not be required to insure equipment or improvements installed pursuant to the Roof Easement and is not liable to the Association, any Owner, or any other Person for any loss or damage from any cause to the equipment or improvements on the roof. The portion of the roof used by Declarant shall be **maintained** by Declarant and the remaining portions of the roof shall be maintained by the Association in accordance with the Maintenance Standard and Section 5.1 and Section 5.2 of this Declaration.

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(e) Support Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Support Easement over, on and across the Structure for its own benefit and the benefit of each Unit for support of all portions of the Improvements. The Structure shall be maintained by the Association in accordance with the Maintenance Standard and Section 5.2 of this Declaration.

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(f) Systems Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Systems Easement over, on and across the Systems for its own benefit and for the benefit of each Owner and the Association for the use of and the connection to any portion of the Systems intended for such Owner's or the Association's use.

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(g) Utility Easement. Declarant hereby grants and reserves a perpetual, assignable and non-exclusive Utility Easement over, on and across the Common Elements for its own benefit and the benefit of utility companies supplying utility service to the Condominium for supplying utility service to any part of the Condominium. Declarant hereby reserves for Declarant, prior to the termination of Declarant Control, and grants to the Association, after the termination of Declarant Control, the right to grant easements for purpose of utilities over any and all of the **Common** Elements. Declarant

may record an easement agreement or easement relocation agreement in the Condominium Records, specifically locating or relocating any Utility Easement subsequent to the recordation of this Declaration, and each Owner, by acceptance of the deed to a Unit, hereby grants Declarant an irrevocable power of attorney, coupled with an interest, with full power and authority to locate or relocate any Utility Easement

(h) Miscellaneous. None of the Easements granted or reserved in this Section 3.7 shall be used in a manner which materially adversely affect the structural integrity of the Improvements. Any Easements held by Declarant which benefit the Future Development Area shall also run to any future owner of the Future Development Area, whether or not such owner is Declarant. Except as otherwise provided by this Section 3.7, notwithstanding the assignability of the Easements, no Easement may be assigned to any Person that is not a Tenant of the Unit that is benefited by the respective Easement nor shall any Owner that is benefited by a Easement grant a sub-easement or a license to any area covered by any Easement; provided, however, that this prohibition shall not prohibit Declarant from granting leases, licenses or sub-easements to the Roof Easement Use and availability of any facilities or areas covered by the Easements are subject to the Regulations.

Section 3.8 Encroachments. If, as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance, any portion of the Common Elements encroaches upon a Unit, a perpetual easement over, on and across such Unit for such encroachment and for the maintenance of the same is hereby granted and conveyed to the Association by each Owner at the time each Unit is conveyed to the Owner. If as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance any portion of a Unit encroaches upon the Common Elements, or upon any adjoining Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of the same over, on and across such Unit, or such portion of the Common Elements, as applicable, is hereby granted to the Owner of such Unit. Such encroachments and easements shall not be considered or determined to be encumbrances either upon a Unit or upon the Common Elements.

ARTICLE IV

Matters Regarding the Association

Section 4.1 General. The Association has been incorporated as a nonprofit corporation under the TNCL. In addition to the powers conferred on the Association under the TNCL, the Association may take all actions authorized by the Governing Documents. Any and all actions taken by the Association pursuant to the Governing Documents are binding on all Owners. This Declaration is not intended to place any limitations or restrictions on the power of the Association or the Board of Directors, except as set forth in this Declaration or the Governing Documents.

Section 4.2 Allocation of Votes In the Association. Each Owner shall automatically be a member of the Association. Each member shall be entitled to cast one vote for each Unit owned with respect to any matter on which members of the Association are entitled to vote.

Section 4.3 Suspended Voting Rights. All voting rights of an Owner may be suspended during any period that such Owner is delinquent in the payment of any Assessment duly established pursuant to this Declaration, or is otherwise in default under the terms of the Governing Documents. Following an Owner's cure of any such delinquency or default in full, its Voting rights shall be completely reinstated 24 hours after such cure is effected.

Section 4.4 Right of Action by Owners, Limitation of Liability of Officers and Directors of Association. Owners, acting collectively or individually, shall have the right to maintain actions against the Association for its willful failure to perform its duties and responsibilities hereunder; provided, however, except as otherwise provided in the Governing Documents, no other action shall be brought against the Association or its affiliates, parents, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties and assigns by the Owners. The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation or administrative proceedings in the name of any Owner. Subject to the Association's obligations under this Declaration, and except as otherwise provided in the Governing Documents, each Owner hereby releases, acquits and forever discharges the Association, and its affiliates, parents, members, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties and assigns and agrees to hold such Persons harmless of and from any and all claims, damages, liabilities, costs and/or expenses (including reasonable attorneys' fees) relating to the construction of repair or restoration of or the sale to the Owners of the Units or the Common Elements. This release shall release and forever discharge the Association and its affiliates, parents, members, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties and assigns from all claims and causes of action, whether statutory or under the common law, known or unknown, now accrued, or that arise in the future.

Section 4.5 Limitation of Liability of Officers and Directors of the Association. No officer or director of the Association shall be liable to any Owner of any Unit or any Tenant, for any claims, actions, demands, costs, expenses (including attorneys' fees), damages or liability, of any kind or nature, except as otherwise expressly set forth in the Governing Documents, and such officers and directors shall be indemnified in accordance with the provisions of the Governing Documents.

ARTICLE V

Maintenance, Alterations, Taxes and Utilities

Section 5.1 Maintenance.

(a) Maintenance of Units. All maintenance, repairs and replacements of in or to any Unit, ordinary or extraordinary, foreseen or unforeseen, including maintenance, repair and replacement of interior non-structural walls, doors within or affording access to a Unit, fixtures, outlets and floor coverings, and all Systems exclusively serving such Unit, shall be performed by the Owner in accordance with the Maintenance Standard at the sole cost and expense of such Owner. In addition, all instances of water damage

within a Unit or sightings of mold within the Condominium must be reported to the Association in writing immediately.

(b) Maintenance of Common Elements. All Common Elements shall be maintained by the Association (unless provided otherwise in the Governing Documents) in accordance with the Maintenance Standard, the cost and expense of which shall constitute a Common Expense. Such maintenance shall include: (a) regular and timely removal of litter, trash and waste; (b) maintenance of the Systems; (c) keeping walks, driveways, ramps, stairwells and all other facilities clean and in good repair including maintaining surface areas in a smooth condition by repatching holes and resurfacing from time to time; and (d) repainting stripes (indicating Parking Spaces and/or traffic lanes), as necessary from time to time. The Association shall establish and maintain an adequate reserve fund for such purposes, to be funded by Monthly Assessments rather than by Special Assessments; provided, however, that the Association may require Special Assessments for such purposes in accordance with Section 7.1(c) of this Declaration. Nothing in this Declaration shall be deemed or construed as relieving any Owner from liability or responsibility for damage to the Common Elements caused by the negligence or misconduct of an Owner or an Owner's occupants or invitees.

(c) Limitation of Liability. The Association shall not be liable: (i) for injury or damage to any person or property caused by the elements or by an Owner or the occupant of any Unit, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from or over any portion of the Common Elements, or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain under this Declaration; (ii) to any Owner or occupants of any Unit for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements; or (iii) to any Owner or occupant of a Unit for any damage or injury caused in whole or in part by the failure of the Association to discharge its responsibilities under this Section 5.1.

Section 5.2 Failure of Owner to Maintain Unit If any Owner fails or neglects to maintain, repair, or clean its Unit as required by Section 5.1(a) of this Declaration, or any Limited Common Element appurtenant thereto required to be maintained by such Owner pursuant to the Regulations, and such failure or neglect continues for ten days after such Owner's receipt of written notice of such neglect or failure from the Association, then the Association acting on its own behalf may, but shall not be obligated to, enter the Unit or applicable Limited Common Element and take appropriate steps to perform, or cause to be performed, the maintenance, repair, cleaning and replacement in the manner as required by this Declaration. The defaulting Owner shall, upon demand, reimburse the Association for all costs and expenses incurred in exercise of its rights in this Declaration. Any such costs and expenses not paid within ten days from the defaulting Owner's receipt of demand from the Association shall bear interest at the Past Due Rate.

Section 5.3 Additions, Alterations or Improvements by Owner. Subject to the provisions in this Declaration, no Owner (other than Declarant) shall: (a) make any addition, alteration or improvement in its Unit, to the extent either visible from any other Unit, the Common Elements or the exterior of the Building, whether structural or non-structural; (b) make

any addition, alteration or improvement to any Common Element; (c) change the floor plan and layout of such Owner's Unit; or (d) make any material changes to the configuration or size of any Unit, create apertures in or otherwise remove or alter any partition wall separating such Unit from any adjoining Unit or relocate the boundaries of such Unit and any adjoining Unit without the prior written approval of the Association, which approval may be withheld in the sole and absolute judgment of the Association. However, in no event shall any such alteration, improvement or change interfere with any structural support of any Unit, the Common Elements or any System serving another Unit. All work done in accordance with this Section 5.3 shall be done in compliance with the plans approved by the Association, all Legal Requirements and the Governing Documents. THE OWNER, MAKING OR CAUSING TO BE MADE SUCH ADDITIONS, ALTERATIONS OR IMPROVEMENTS, AGREES, AND SHALL BE DEEMED TO HAVE AGREED, FOR SUCH OWNER, TO HOLD DECLARANT, THE ASSOCIATION, AND ALL OTHER OWNERS HARMLESS FROM AND TO INDEMNIFY THEM FOR ANY LIABILITY OR DAMAGE TO THE PROPERTY RESULTING FROM SUCH ADDITIONS, ALTERATIONS OR IMPROVEMENTS. ANY OTHER OWNER SUBMITTING PLANS HEREUNDER, BY DISSEMINATION OF THE SAME, AND ANY OWNER, BY ACQUIRING TITLE TO THE SAME, AGREES NOT TO SEEK DAMAGES FROM THE ASSOCIATION ARISING OUT OF ITS REVIEW OF ANY PLANS HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR REVIEWING, NOR SHALL ITS REVIEW OF ANY PLANS BE DEEMED APPROVAL OF ANY PLANS FROM THE STANDPOINT OF THE STRUCTURAL SAFETY, SOUNDNESS, WORKMANSHIP, MATERIALS, USEFULNESS, CONFORMITY WITH BUILDING OR OTHER CODES OR INDUSTRY STANDARDS, OR COMPLIANCE WITH THE GOVERNING DOCUMENTS AND ALL LEGAL REQUIREMENTS. FURTHER, EACH OWNER AGREES TO INDEMNIFY AND HOLD THE ASSOCIATION AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DAMAGES, EXPENSES OR LIABILITIES WHATSOEVER, ARISING AS A RESULT OF THE REVIEW OF ANY PLANS HEREUNDER.

Section 5.4 Mechanic's Liens: Indemnification. No labor or services performed or materials furnished and incorporated in an Owner's Unit or any Common Element, shall be the basis for the filing of a lien against the Unit of any other Owner not expressly consenting to or requesting the same or against the Common Elements. EACH OWNER (TO THE EXTENT ARISING THROUGH SUCH OWNER) SHALL INDEMNIFY AND HOLD HARMLESS EACH OF THE OTHER OWNERS AND THE ASSOCIATION FROM AND AGAINST ALL LIABILITIES AND OBLIGATIONS ARISING FROM THE CLAIM OF ANY MECHANIC'S LIEN AGAINST THE UNIT OF SUCH OWNER, THE UNIT OF SUCH OTHER OWNERS AND/OR THE COMMON ELEMENTS. All contracts for labor, services and/or materials with respect to any of the Units shall be in compliance with the provisions hereof.

Section 5.5 Taxes.

(a) **Payment of Governmental Impositions.** Each Owner shall be responsible for and shall pay when due all Governmental Impositions lawfully levied or assessed

with respect to its Unit, except to the extent such Governmental Impositions are being actively and diligently contested in good faith by appropriate legal proceedings, and if requested by the Association, have been bonded or reserved in an amount and manner satisfactory to the Association. Any Governmental Impositions lawfully levied or assessed with respect to the Property not separately assessed to the Owners shall constitute a Common Expense and be payable by the Association when due.

(b) Notice to Taxing Authorities. Declarant shall give written notice to the appropriate taxing authorities of the creation of the Condominium established pursuant to this Declaration. Each Owner shall promptly request and diligently pursue from the applicable taxing authority separate tax parcel status and a separate tax identification number for its Unit

(c) Units Not Separately Assessed. If any Governmental Impositions with respect to the Property are not separately assessed to the Owners of a Unit each Owner shall pay its respective allocated portion of such Governmental Impositions (which allocations shall be determined in the manner set forth in this Declaration) when requested by the Association (but in no event prior to 20 days or later than ten days before the date of delinquency, without any additional notice or grace period) to permit the Association to make full payment of such Governmental Impositions prior to the date on which such Governmental Impositions would become delinquent; provided that the Association shall not require any Owner to make any payment to the Association for such Governmental Impositions to the extent such amounts have already been deposited by such Owner in accordance with any escrow arrangement

(d) Failure to Pay Governmental Impositions. The Association or any Mortgagee may pay the portion of such Governmental Impositions that any Owner has failed to pay when due, and the Association or such Mortgagee shall have a lien against such Unit to secure repayment thereof that may be enforced by any means available at law or in equity, including non-judicial foreclosure sale of such Unit in accordance with Texas Property Code Section 51.002 (as now written or hereafter amended); provided, however, no such lien for delinquent Governmental Impositions shall be valid until a notice of such lien is duly recorded in the Real Property Records, notwithstanding any applicable statute, law (including case law), equitable doctrine, ordinance or regulation that permits any such lien to attach absent such recordation in the Real Property Records. Each Owner, by its acquisition of such Unit, grants a power of sale in connection with such lien in favor of the Association or any Mortgagee that makes payment of the Governmental Impositions on behalf of a defaulting Owner. Any lien pursuant to this Section 5.5(d) shall have the same priority as a lien by the Association for Assessments; provided that any such lien for delinquent Governmental Impositions shall be subordinate to the lien of any Priority Lien Indebtedness encumbering the defaulting Unit, provided that such Priority Lien Indebtedness was recorded prior to the date such lien for Governmental Impositions was duly recorded (notwithstanding any applicable statute, law (including case law), equitable doctrine ordinance or regulation that permits any such lien to attach absent such recordation in the Real Property Records).

(e) This Section 5.5 shall terminate and be of no further force or effect whatsoever, upon the later of the date upon which (i) each Unit within the Condominium shall be separately assessed and billed as a separate tax parcel by the tax assessor, and (ii) all the Governmental Impositions due and owing prior to all Units being separately assessed and billed as a separate tax parcel by the tax assessor have been paid in full to the appropriate taxing authority.

Section 5.6 Utilities. Each Owner shall be responsible for and shall pay all charges for gas, electricity, water and other utilities relating to such services used or consumed at or with respect to the occupancy of its Unit, to the extent such charges are separately metered by the respective utility companies. Any utility charges not so separately metered and charges relating to such services used in connection with the use and maintenance of the Common Elements, shall constitute a Common Expense and be payable by the Association.

ARTICLE VI

Insurance

Section 6.1 Insurance. All insurance coverage required to be obtained pursuant to this Article VI or purchased at the election of an Owner or the Association shall:

(a) be in such form, approved by the Association and shall be issued by responsible insurance companies licensed to do business in the State of Texas and shall be rated by Best's Insurance Guide (or any successor publication of comparable standing) as "A-/VT" or better;

(b) not be brought into contribution with insurance purchased by other Owners or the Association;

(c) waive any right to claim (i) by way of subrogation against Declarant, Tenants, the Association, the Board of Directors, any Manager, the Owners, and their respective agents and employees, and (ii) invalidity arising from the acts of the insured; and

(d) provide that insurance trust agreements shall be recognized.

Section 6.2 Insurance by Association.

(a) Commencing upon the first conveyance of any Unit to an Owner other than Declarant, the Association shall obtain and maintain as a Common Expense, all insurance coverage required by the Act. In addition, each insurance policy maintained by the Association shall provide that (i) each Owner is named as an insured under such policies with respect to liability arising out of the Owner's ownership of an undivided interest in the Common Elements or membership in the Association; (ii) no action or omission by any Owner, unless validly exercised on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (iii) such policy is primary insurance if at the time of a loss under the policy any Owner has other insurance covering the same property covered by the policy.

(b) The Association shall carry such other or additional insurance in such amounts and against such risks as the Association shall reasonably deem necessary or appropriate with respect to the Common Elements or the operation of the Association, including liability insurance for all officers, directors, trustees and employees of the Association. The premiums for all insurance coverages maintained by the Association pursuant to this Section 6.2 shall constitute a Common Expense and be payable by the Association.

Section 6.3 Insurance by Owners. An Owner shall be responsible for obtaining and maintaining at such Owner's sole cost and expense property insurance covering its Unit and all alterations, additions, betterments and improvements to its Unit and all other personal property located at its Unit or constituting a part thereof and insurance covering damage to other Units or property located therein, the cause of which originates from such Owner's Unit. Nothing in this Declaration shall be deemed or construed as prohibiting an Owner, at such Owner's sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverages as such Owner may deem necessary or appropriate.

Section 6.4 Other.

(a) The Association shall not be liable for failure to obtain any insurance coverage required by this Declaration or for any loss or damage resulting from such failure, if such failure is because such insurance coverage is not reasonably available.

(b) Neither the Association nor any Owner shall obtain any policy of insurance where: (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against any Owner or a Mortgagee or become a lien against the Condominium; (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Association, Owners or Mortgagees from collecting Insurance Proceeds.

Section 6.5 Insurance Trustee. By acceptance of a deed to a Unit, each Owner shall be deemed to have irrevocably appointed the Association as the Insurance Trustee. All property insurance policies required to be obtained by the Association as described in this Article VI shall be issued in the name of the Association as Insurance Trustee for the Condominium. Loss payable provisions shall be in favor of the Insurance Trustee as a trustee for the Association, each Owner and each Mortgagee. The Insurance Trustee shall not be liable for the payment of premiums, nor the renewal or sufficiency of policies, except those policies required to be purchased and maintained by the Association pursuant to this Article VI. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated in this Article VI and in Article VIII of this Declaration, and for the benefit of each Owner, including Declarant, and each Mortgagee.

ARTICLE VH

Assessments

Section 7.1 Monthly and Special Assessments by Association. The Association shall possess the right, power, authority and obligation to establish a regular Monthly Assessment for payment of Common Expenses and such Special Assessments as provided for in this Declaration.

(a) Common Expenses. The Association shall possess the right, power, authority and obligation to establish a regular Monthly Assessment sufficient in the judgment of the Association to pay all Common Expenses when due and to maintain an adequate reserve fund for such purposes. Such Monthly Assessments so established shall be payable by the Owners on the first day of each calendar month, and shall be applied to the payment of Common Expenses for which the Association is responsible.

(b) Budget for Common Expenses. Prior to the commencement of each fiscal year of the Association, the Association shall deliver to the Owners a Budget. Such Budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the Common Expenses anticipated to be incurred in the upcoming fiscal year, and shall be accompanied by a statement setting forth each Owner's monthly share thereof which shall be determined in accordance with such Owner's Allocated Interests, and the date as of which such Monthly Assessment commences to be payable. No further communication shall be necessary to establish the amount of each Owner's obligation regarding the Monthly Assessment payable hereunder and the failure of the Association to timely deliver the Budget shall in no event excuse or relieve an Owner from the payment of the Monthly Assessments contemplated hereby, in which case, each Owner shall continue to pay to the Association an amount equal to such Owner's Monthly Assessment as established pursuant to the most recent Budget delivered to the Owners. If the proposed Budget for a fiscal year increases more than 30% above the Budget for the preceding fiscal year, such Budget must be approved by the affirmative vote of the Owners holding not less than 67% of the votes of the Members voting at the meeting called to consider such matter. Any Budget prepared and delivered to the Owners as contemplated in this Article VII may be amended as and to the extent reasonably necessary, and the amount of an Owner's Monthly Assessment changed to correspond therewith.

(c) Special Assessments. In addition to the Monthly Assessments contemplated by Section 7.1(a) and Section 7.1(b) of this Declaration, the Association shall possess the right, power, authority and obligation to establish Special Assessments from time to time as may be necessary or appropriate in the judgment of the Association to pay non-recurring Common Expenses relating to the maintenance, care, alteration, improvement, replacement, operation and management of the Condominium and the administration of the Association.

Section 7.2 Individual Assessments. In addition to Monthly Assessments and Special Assessments contemplated in Section 7.1 of this Declaration, the Association shall

possess the right, power and authority to establish or levy Individual Assessments in accordance with the provisions of this Declaration against individual Owners or an Owner's Unit for charges properly borne solely by one or more but less than all the Owners, such as (without limitation) charges for additional services, damages, fines or fees, or insurance deductible payments. Individual Assessments shall be the personal obligation of the Owner against whom the Individual Assessment is assessed, and shall constitute a lien against the Unit in the same manner and with the same consequences as the Monthly Assessment and any duly authorized Special Assessment.

Section 7.3 Obligation to Pay Assessments. Each Owner shall be personally obligated to pay its share of all Assessments duly established pursuant to this Declaration to the Association. Unpaid Assessments due as of the date of the conveyance or transfer of a Unit shall not constitute a personal obligation of the new Owner (other than such new Owner's pro rata share of any reallocation thereof); however, the former Owner shall continue to be personally liable for such unpaid Assessment. No Owner shall be entitled to exemption from liability for the Owner's obligation to pay such Assessments by waiver of the use and enjoyment of the Common Elements, by an abandonment of its Unit or by any other action or otherwise. Any Assessment not paid within five days of the date due shall bear interest at the Past Due Rate, and shall be recoverable by the Association, together with interest as aforesaid and all costs and expenses of collection, including reasonable attorneys' fees, by suit in a court of competent jurisdiction sitting in the County. It shall be the responsibility of the Association to collect any such delinquent Assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and, where requested, the Owner's Mortgagee. The Association shall give written notice of any 60 day delinquency in the payment of Assessments by an Owner to such Owner's Mortgagee to the extent the Mortgagee has requested such notices be provided.

Section 7.4 Lien to Secure Payment of Assessments. Declarant hereby reserves and assigns to the Association a lien, pursuant to the provisions of the Act, against each Unit, the Rents, if any, payable to the Owner of any Unit and Insurance Proceeds to which an Owner may be entitled, to secure the payment of all Assessments, which lien shall be and constitute a lien and encumbrance, in favor of the Association, upon such Units, the Rents, and any Insurance Proceeds. The liens established in this Declaration shall be prior and superior to all other liens and encumbrances subsequently created upon such Units, Rents and Insurance Proceeds, regardless of how created, evidenced or perfected, other than the lien securing the payment of Priority Lien Indebtedness (provided such lien was recorded prior to the date on which the Assessment became delinquent) and the liens for Governmental Impositions. The liens and encumbrances created in this Declaration may be enforced by any means available at law or in equity, including a non-judicial foreclosure sale of the Unit of a defaulting Owner, such sale to be conducted in the manner set forth in Texas Property Code Section 51.002 (as now written or as hereafter amended). Each Owner, by acquisition of its Unit, grants to the Association a power of sale in connection with the Association's liens. By written resolution, the Association may appoint, from time to time, an officer, agent, trustee or attorney of the Association to exercise the power of sale on behalf of the Association. The Association may bid for and purchase the Unit, as a Common Expense, at any such foreclosure sale. The foreclosure of a lien encumbering a Unit in order to satisfy the Priority Lien Indebtedness will extinguish the subordinate lien for any

Assessments which became payable prior to the date of such foreclosure sale, provided that in no event shall a defaulting Owner be relieved from liability incurred for past Assessments.

Section 7.5 Commencement of Obligation to Pay Assessments. Each Owner, other than Declarant, shall be obligated to commence payment of all Assessments against its Unit on the date the Unit is conveyed to the Owner. If such date is other than the first day of a month, then such Owner shall be obligated to pay only a pro rata share of the Assessment against its Unit based on the number of days during such month that the Owner will hold title to its Unit. If a Tenant occupies a Unit and the Owner of that Unit becomes delinquent in the payment of any Assessment against such Unit the Association shall have the right upon written notice to the Tenant and Owner, to collect any rental payments due from the Tenant until the full amount of the Assessment plus any applicable late fees or fines is collected. Prior to the commencement of the obligation to pay the initial Monthly Assessment, Declarant shall pay all Common Expenses of the Condominium (excluding portions thereof allocable to reserves and less Assessments paid by other Owners); provided, however, nothing contained in this Declaration shall prevent Declarant from collecting from the purchaser of a Unit at closing any expenses, such as Governmental Impositions or insurance premiums, to the extent that Declarant prepaid such expenses on behalf of the Unit being purchased. After the commencement of the initial Monthly Assessments and prior to the end of the Declarant Control Period, Declarant shall pay the amount by which the Common Expenses of the Condominium (excluding the portion thereof allocable to reserves) exceed Monthly Assessments required to be paid by Owners other than Declarant. Thereafter, Declarant shall pay Monthly Assessments the same as any other Owner. If such date is other than the first day of a month, then Declarant shall be obligated to pay only a pro rata share of the Assessments against such Unit based on the number of days remaining during such month.

Section 7.6 Redemption by Owner. The Owner of a Unit purchased by the Association at a foreclosure sale of the Association's lien for Assessments may redeem the Unit in accordance with the provisions of the Act.

Section 7.7 Notice of Default. If an Owner defaults in its monetary obligations to the Association, the Association may notify other lienholders of the default and the Association's intent to foreclose its lien. The Association shall notify any holder of a recorded lien or duly perfected mechanic's lien against a Unit which has given the Association a written request for notification of the Owner's monetary default or the Association's intent to foreclose its lien.

Section 7.8 Alternative Actions. Nothing contained in this Declaration shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien.

Section 7.9 Statement of Expenses and Access to Records. Upon request, the Association shall promptly provide any Owner, contract purchaser or Mortgagee with a written statement of all unpaid Assessments due with respect to such Unit. The Association may impose a reasonable charge for the preparation of such statement to the extent permitted by the Act. The Association shall make available during normal business hours for inspection, upon request by the Owners, Mortgagees, Tenants, prospective purchasers and any of their authorized agents,

current copies of the books, records and financial statements of the Association (including, if such is prepared, the most recent annual audited financial statement available).

ARTICLE Vm

Loss and Obsolescence

Section 8.1 Loss or Damage to Common Elements. The following provisions shall govern if the **Common Elements** or any part thereof are damaged or destroyed by fire or other casualty: (a) prompt written notice of any substantial damage or destruction shall be given (i) by the affected Owner or Owners to the Association, and (ii) by the Association to all of the Mortgagees; (b) the Association shall promptly proceed with the full restoration and repair of such damage or destruction unless (i) the **Condominium** is terminated; (ii) repair or replacement would be illegal under any Legal Requirement; or (iii) at least 80% of the votes in the Association, including each Owner of a Unit to which a Limited Common Element that will not be rebuilt or repaired is assigned, vote not to rebuild; (c) the amount by which such restoration and repair costs exceed collectible Insurance Proceeds shall be and constitute a Special Assessment payable by the Owners within 60 days of the date notice of such Special Assessment is delivered by the Association, in accordance with Section 7.1(c) of this Declaration; (d) any excess Insurance Proceeds remaining after such restoration and repair, or any insurance or sales proceeds available absent such restoration and repair, shall be received and held in trust by the Insurance Trustee in separate accounts for each Owner, as their interests may appear (with any proceeds attributable to Limited Common Elements allocated among the Owners of the Units to which such Limited Common Elements were assigned in this Declaration and any other proceeds allocated in accordance with the Allocated Interests of the Owners), and distributed as follows: (i) first, to the payment of any Governmental Impositions in favor of any assessing entity having authority with respect to the Common Elements or such Unit; (ii) second, to the payment of the balance of the Priority Lien Indebtedness of such Owner; (iii) third, to the payment of any delinquent Assessment with respect to such Unit; and (iv) the balance, if any, to each Owner entitled thereto.

Section 8.2 Damaged Units. The following provisions shall govern in relation to a Damaged Unit: (a) prompt written notice of any substantial damage or destruction shall be given by the Owner of the Damaged Unit to the Association and the Mortgagee of the Damaged Unit; (b) the Owner of the Damaged Unit shall promptly proceed with the full restoration and repair of such damage or destruction unless: (i) the **Condominium** is terminated; (ii) repair or replacement would be illegal under any Legal Requirement; or (iii) the Owners holding at least 80% of the votes in the Association, including the Owner of the Damaged Unit, vote not to rebuild; and (c) the Owner of each Damaged Unit shall pay all costs of such restoration, repair and replacement or rebuilding in excess of the net proceeds of the collectible Insurance Proceeds.

Section 8J Obsolescence of Common Elements. If the Owners holding not less than 100% of the Allocated Interests shall vote, at a meeting of the Association duly called for purposes of considering same, that the Common Elements, or any part thereof (or any Systems which serve only, or are a part of individual Units), are obsolete, the Association shall promptly proceed with the necessary replacements and improvements thereto pursuant to a budget established for such purpose, and the cost thereof shall be and constitute a Special Assessment

payable by all the Owners within 30 days of the date notice of such Special Assessment is delivered to them by the Association.

Section 8.4 Association as Attorney-in-Fact Each Owner, by acceptance of a deed to a Unit, hereby irrevocably makes, constitutes and appoints the Association, and each and every one of its successors in interest hereunder (which appointment shall be deemed a power coupled with an interest), as such Owner's true and lawful attorney-in-fact, for and in such Owner's name, place and stead, upon the damage or destruction of the Condominium, or any part thereof or upon any determination by the Owners made pursuant to this Article YIH, to take any and all actions, and to execute and deliver any and all instruments, as the Association may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Article VUL hereby giving and granting unto the Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as an Owner might or could do, hereby ratifying and confirming whatsoever the Association may do by virtue hereof. The Association is hereby authorized, in the name and on behalf of all Owners, to do and perform all actions necessary or appropriate to effect fire intent and purposes of this Article VHI as aforesaid, including the power and authority to make and settle claims under any insurance policies maintained by the Association, contract for and with respect to restoration and repair work, contract for and with respect to replacements and improvements to the Common Elements (to the extent authorized as contemplated by Section 8.3 of this Declaration) and to execute and deliver all instruments necessary or incidental to any such actions.

Section 8.5 Matters Relating to Restoration and Repairs. Any restoration and repair work undertaken by the Association or an Owner pursuant to this Article VHI shall be performed in a good and workmanlike manner in order to restore the Improvements to a condition similar to that existing prior to such damage or destruction; provided, however, that in no event shall the Association be responsible for restoring, repairing or replacing any improvements to a Unit made by an Owner, or the contents located in such Unit. All such restoration and repair work, whether done by the Association or an Owner, shall be effected in a manner so as to observe all vertical and horizontal Unit boundaries existing prior to such damage or destruction.

ARTICLE IX

Condemnation

Section 9.1 General Provisions. If all or any part of the Property is subject to a Taking, the Association and each Owner affected thereby shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give such notice as it receives of such proceeding to all the Owners and to all the Mortgagees which have requested such notice; provided, however, that the failure of the Association to give such notice shall not prejudice the right of any Mortgagee to participate in such proceedings. The expense of participation in such proceeding by the Association shall be a Common Expense. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such

proceedings. Any restoration or repair of the Property following a partial Taking shall be performed in accordance with the provisions of this Declaration and shall follow, as nearly as possible, the original plans and specifications for the Property, unless otherwise approved by all the Mortgagees.

Section 9.2 Taking of All or Substantially All of One Unit If a Unit (or a Substantial part thereof such that the remnant may not practically or lawfully be used for any purpose permitted by this Declaration) is subject to a Taking, the Owner and any Mortgagee of such Owner shall be entitled to the award for such Taking, including the award for the value of such Owner's interest in the Common Elements, whether or not such Common Element interest is acquired, and, after payment thereof, such Owner and any Mortgagee of such Owner shall be divested of all interest in the Property. In such event, the condemned Unit's entire Allocated Interest shall be automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the Taking, unless the decree relating to the Taking provides otherwise. A remnant of a Unit remaining after part of a Unit is the subject of a Taking described in this Section 9.2 shall be a Common Element. If any repair or rebuilding of the remaining portions of the Property is required as a result of such Taking, the remaining Owners shall determine by the affirmative vote or written consent of the remaining Owners holding not less than 80% of the votes in the Association either to rebuild or repair the Property or to take such other action as such remaining Owners may deem appropriate. If no repair or rebuilding shall be required, or if none be undertaken, the remaining portion of the Property shall be resurveyed, if necessary, and this Declaration shall be amended to reflect such Taking. This Declaration shall in all circumstances be amended to reflect the re-allocated Allocated Interests following the Taking.

Section 9.3 Partial Taking of a Unit If only a portion of a Unit is subject to a Taking, such that the remaining portion of such Unit can practically and lawfully be used for any purpose permitted by this Declaration, the Owner shall be entitled to the award for such Taking, including the award for the value of such Owner's interest in the Common Elements, whether or not such Common Element interest is acquired, and the Allocated Interest of the Unit subject to such Taking shall be reduced and the Allocated Interests of the other Units shall be increased in accordance with the Reallocation Percentage. The Owner of such Unit, at its sole cost and expense, shall promptly repair, restore and rebuild the remaining portions of such Unit as nearly as possible to the condition which existed prior to such Taking.

Section 9.4 Taking of Common Elements If an action is brought to effect a Taking of all or any portion of the Common Elements together with or apart from any Unit, the Board of Directors, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding unless the action involves a material portion of the Common Elements in which case such decision shall be made by the affirmative vote or written consent of the Owners holding not less than 80% of the votes in the Association. With respect to any such Taking of the Common Elements only, all damages and awards shall be determined for such Taking as a whole and not for any Owner's interest therein. After the damages or awards for a Taking of the Common Elements are determined, such damages or awards shall be held by the Association, acting as trustee for each Owner, and their Mortgagees, as their interests shall appear, and any amounts not

used for repair or restoration of the **remaining Common Elements** shall be divided among the Owners in proportion to each Owner's Allocated Interest before the Taking, except that such portion of any such award attributable to the condemnation of a Limited Common Element shall be divided among the Owners of the Units served by such Limited Common Elements, as such Owners' interests existed in the Limited Common Elements condemned. The Owners shall determine by the affirmative vote or written consent of the Owners holding not less than 80% of the votes in the Association either to rebuild or repair the remaining Common Elements or to take such other action as such Owners may deem appropriate. If it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Map attached hereto shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners and recorded in the Condominium Records.

Section 9.5 Taking of Several Units. If an eminent domain proceeding results in the Taking of all or part of multiple Units, then the damage and awards for such Taking shall be determined and paid for each Unit as described in Sections 9.2 and 9.3 of this Declaration, and the following shall apply: (a) the Association shall determine which of the Units damaged by such Taking may be practically and lawfully used for any purpose permitted by this Declaration, taking into account the nature of the Property and the reduced size of each Unit so damaged; (b) if the remaining Owners shall determine by the affirmative vote or written consent of the remaining Owners holding not less than 80% of the votes in the Association, with the written consent of 51% of the Mortgagees, that it is not reasonably practicable to operate the undamaged Units and the damaged Units which can be practically and lawfully used for any purpose permitted by this Declaration as a condominium project in the manner provided in this Declaration, then the Property shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interests by all the remaining Owners, as tenants-in-common, in the percentage of the Allocated Interest of each Owner (after reallocation in accordance with the procedures described in Section 9.2 and 9.3 of this Declaration); and (c) if the Condominium is not so terminated, then the damages and awards made with respect to each Unit which can be practically and lawfully used for any purpose permitted by this Declaration shall be applied to repair and reconstruct such Unit as provided in Section 9.3 of this Declaration. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed pro rata against the Owners of those Units which are being repaired or reconstructed. With respect to those Units which may not be practically or lawfully used for any purpose permitted by this Declaration, after payment of the award, such Owner and any Mortgagee of such Owner shall be divested of all interest in the Property and the condemned Unit's entire Allocated Interest shall be automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the Taking, unless the decree relating to the Taking provides otherwise. A remnant of a Unit remaining after part of a Unit is the subject of a Taking, if the remnant of such Unit cannot be practically or lawfully used for any purpose permitted by this Declaration, shall be a Common Element. If any repair or rebuilding of the remaining portions of the Property (other than Units which can be practically and lawfully used for any purpose permitted by this Declaration) is required as a result of such Taking, the remaining Owners shall determine by the affirmative vote or written consent of the remaining Owners holding not less than 80% of the votes in the Association either to rebuild or repair the Property or to take such other action as such remaining Owners may deem appropriate. If no repair or rebuilding shall be required, or if none be undertaken, the remaining portion of the Property shall

be resurveyed, if necessary, and this Declaration shall be amended to reflect such Taking. This Declaration shall in all circumstances be amended to reflect the re-allocated Allocated Interests following the Taking.

Section 9.6 Complete Taking of Property. If all of the Property is the subject of a Taking, all damages and awards shall be held by the Association, acting as trustee, for the accounts of all the Owners and their Mortgagees, as their interests shall appear, and shall be paid to or for the accounts of the Owners in proportion to their Allocated Interests and this Condominium shall terminate upon such payment.

Section 9.7 Payment of Awards and Damages. Any damages or awards provided in this Article IX to be paid to or for the account of any Owner by the Association, acting as trustee, shall be applied first to the payment of any Governmental Impositions past due and unpaid with respect to that Unit; second, to any Priority Lien Indebtedness on that Unit; third, to the payment of any Assessments charged to or made against the Unit and unpaid; and finally to the Owner.

Section 9.8 Association as Attorney-in-Fact. Each Owner, by acceptance of a deed to a Unit, hereby irrevocably makes, constitutes and appoints the Association, and each and every one of its successors in interest hereunder (which appointment shall be deemed a power coupled with an interest), as such Owner's true and lawful attorney-in-fact, for and in such Owner's name, place and stead, upon the condemnation of the Condominium, or any part thereof or upon any determination by the Owners made pursuant to this Article DC to take any and all actions, and to execute and deliver any and all instruments, as the Association may, in its sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Article IX, hereby giving and granting unto the Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as an Owner might or could do, hereby ratifying and confirming whatsoever the Association may do by virtue hereof. The Association is hereby authorized, in the name and on behalf of all Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article IX as aforesaid, and to execute and deliver all instruments necessary or incidental to any such actions.

ARTICLE X

Development Period; Working Capital Contributions

Section 10.1 Initial Directors. The initial Directors shall be those Directors named in the Certificate of Formation.

Section 10.2 Period of Declarant Control.

(a) Except as is provided below, Declarant shall have the right to appoint and remove members of the Board of Directors during the period of Declarant Control. If Declarant voluntarily surrenders the right to appoint and remove members of the Board of Directors prior to the termination of the period of Declarant Control, Declarant may require that specified actions of the Board of Directors be subject to Declarant approval until the expiration of the period of Declarant Control.

(b) Not later than 60 days after Declarant has conveyed to Owners other than Declarant title to 25% of the Units, the Board of Directors shall appoint two advisory directors who shall be Owners (other than Declarant or its employees) each of whom must reside in their Units, as their primary residence at least six months of each calendar year. Such advisory directors may attend all meetings of the Board of Directors (but shall not be permitted to vote) and shall perform such duties and shall assume such obligations as may be delegated to them by the Board of Directors.

(c) Not later than 120 days after Declarant has conveyed to Owners other than Declarant title to 50% of the Units, an election shall be held by the Association, pursuant to the Bylaws, for the election of not less than one-third of the members of the Board of Directors by Owners other than Declarant. The term of the advisory directors shall expire at the meeting at which such newly elected members of the Board of Directors take office.

(d) At least 30 days prior to the termination of the period of Declarant Control, the Association shall elect a board of at least three Directors pursuant to the Bylaws, of which one will be elected for a three year term, one will be elected for a two year term and one will be elected for a one year term, such terms to commence as of the date on which the period of Declarant Control terminates.

Section 10.3 Working Capital Contributions.

(a) Each Owner shall, at the time such Owner purchases a Unit from Declarant, contribute an amount to the Association equal to the Working Capital Contribution. Such amount shall be a contribution of working capital to the Association and shall not be considered as an advance payment of the Monthly Assessments. Declarant shall not be required to make any Working Capital Contribution.

(b) Any purchaser of a Unit from an Owner other than Declarant shall contribute an amount to the Association equal to the Working Capital Contribution at the time of purchase. Such amount shall be a contribution of working capital to the Association and shall not be considered as an advance payment of Monthly Assessments.

ARTICLE XI

Matters for Mediation and Arbitration

Section 11.1 Mediation. All Disputes except those relating to equitable remedies, which shall not be resolved within 15 days after same have arisen (unless such greater time is provided elsewhere in the Governing Documents) shall be submitted for, or determined by non-binding mediation. Mediation of any Dispute shall be initiated by any Owner making a written demand therefor to the other Owner or Owners involved in such Dispute and the Association; provided, however, if the Association is a party to any such Dispute the Association shall have the right to elect not to be governed by the provisions of this Article XI by giving to the Owner or Owners, within ten days after the Association's receipt from such Owner or Owners of a demand for mediation of a Dispute, written notice of the Association's election not to be

governed by the provisions of this Article XI and to instead exercise the Association's remedies at law or in equity. With respect to such mediation, the parties shall, within ten days after delivery of such written notice to the Association, appoint a mediator who is: (a) a reputable person actively engaged in the commercial real estate industry for a continuous period of not less than ten years; and (b) is in no way affiliated, or has had material business dealings with any Owner or any member of the Association. If the parties are unable to agree upon a mediator, a mediator having the qualifications set forth above shall be appointed by the then presiding judge of the United States District Court of the San Antonio Division of the Western District of Texas or such other service as may be recommended by the Texas Bar Association. Such mediation shall occur within 30 days after the mediator has been appointed and shall occur at a mutually acceptable location in San Antonio, Texas. The costs of such mediation services shall be shared equally (but each party shall bear the cost of their own travel and attorneys' fees); provided, however, that if the Dispute is not resolved pursuant to such mediation, the provisions of Section 11.2 of this Declaration shall govern the payment of attorneys fees and costs and expenses of mediation and arbitration under this Article XI.

Section 11.2 Final Offer Arbitration. If the parties are unable to resolve any Dispute at mediation, no later than 30 calendar days after the parties have reached an impasse at mediation, the parties shall submit their Dispute to binding arbitration. The parties agree to select a single impartial arbitrator from a list taken from the American Arbitration Association of commercial arbitrators, and if they cannot agree on an arbitrator, each party shall select a person and those two so selected shall then select the single impartial arbitrator who shall thereafter serve as arbitrator. The issues in dispute shall be submitted as "baseball" or final-offer arbitration, whereby each party shall submit what it deems to be its most reasonable position to the arbitrator and the arbitrator shall select one of those two positions. The arbitrator shall have no discretion to select or award a position other than to select one of those submitted by the parties. To the extent rules governing arbitration are deemed necessary by the arbitrator (or by agreement of the parties), the current Rules for Commercial Mediation and Arbitration promulgated by the American Arbitration Association shall apply. The decision of the arbitrator shall be rendered no later than ten days from the initiation of the arbitration procedure. The parties may resort to any court of competent jurisdiction for enforcement of or any other action relating to, the arbitrator's award. The party or parties whose position is not selected or awarded shall be responsible for all attorneys fees, costs and expenses (incurred in connection with the mediation and arbitration of a Dispute under this Article XI of the party whose position is selected or awarded for the arbitration of the Dispute under this Article XI).

Section 11.3 Exclusive Remedy. With respect to any Dispute subject to arbitration under this Article XI it is agreed that the arbitration provisions of this Article XI shall be the sole remedy of the Owners involved in such Dispute. Notwithstanding any other provisions of this Declaration, the foregoing agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The foregoing agreement to arbitrate shall not constitute any agreement or consent to arbitration of any dispute, claim, controversy or matter that does not constitute a "Dispute" as such term is defined in this Declaration or not described in this Declaration or with any Person not named or described in this Declaration, provided that any arbitration proceeding initiated under the terms of this Section 11.3 may, at the request of any party, be joined or consolidated with other arbitration proceedings involving additional parties if the Dispute and the subject of such other proceedings arise out of common or interrelated factual

occurrences. Any award of the arbitrator shall be final and binding upon the Owners involved in the Dispute and such Owners' Mortgagees and non-appealable judgment thereon may be entered by any court having jurisdiction.

ARTICLE XII

Miscellaneous

Section 12.1 Sound Transmission Disclaimer. EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF THEIR UNIT, HEREBY ACKNOWLEDGES AND AGREES THAT SOUND AND IMPACT NOISE TRANSMISSION IN BUILDINGS SUCH AS THE TOWER AND THE TOWN HOMES ARE VERY DIFFICULT TO CONTROL, AND THAT NOISES FROM ADJOINING OR NEARBY UNITS AND THE SURROUNDING DEVELOPMENT AND/OR MECHANICAL EQUIPMENT CAN AND WILL BE HEARD IN UNITS. DECLARANT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE LEVEL OF SOUND OR IMPACT NOISE TRANSMISSION BETWEEN AND AMONG UNITS AND THE OTHER PORTIONS OF THE PROPERTY, AND EACH OWNER HEREBY WAIVES AND EXPRESSLY RELEASES, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW AS OF THE DATE OF THE DECLARATION, ANY SUCH WARRANTY AND CLAIM FOR LOSS OR DAMAGES RESULTING FROM SOUND OR IMPACT NOISE TRANSMISSION.

Section 12.2 Revocation or Termination of Declaration. Except as otherwise provided in Article IX of this Declaration, this Declaration may be revoked or the Condominium established hereby may be terminated, but only by an instrument in writing, duly approved, executed and acknowledged by those Owners holding not less than 100% of the votes in the Association, with the written consent of not less than one hundred percent 100% of the Mortgagees. Any such instrument of revocation or termination shall be duly filed of record in the County. If the Property is to be sold upon termination, the agreement effecting such termination shall also set forth the terms of such sale and comply with the provisions of the Act

Section 12.3 Amendment to Declaration. This Declaration may be amended at a meeting of the Owners at which the amendment is approved by those Owners holding not less than 67% of the votes in the Association with the written consent of not less than 51% of the Mortgagees. Such amendment shall be evidenced by a written instrument executed and acknowledged by an officer of the Association on behalf of the consenting Owners and by the consenting Mortgagees and filed of record in the County. Any such amendment so effected shall be binding upon all of the Owners; provided, however, that except as permitted or required by the Act, no such amendment shall (a) cause the alteration or destruction of all or part of any Unit unless such amendment has been consented to by the Owner and the Mortgagee of the Unit which is to be altered or destroyed, (b) create or increase Special Declarant Rights, (c) increase the number of Units, (d) change the boundaries of a Unit, or (e) change the use restrictions on a Unit unless, with respect to the matters described in subsections (b), (c), (d) and (e) of this Section 12.3, such amendment has been consented to by 100% of the votes in the Association or is otherwise authorized by this Declaration. No such amendment shall become effective unless approved by Declarant if Declarant still owns one or more Units and the amendment would, in Declarant's reasonable determination: (i) increase or otherwise modify Declarant's obligations,

(ii) reduce or modify any Special Declarant Rights, or (iii) materially inhibit or delay Declarant's ability to complete the Improvements or to convey any portion of the Property owned by Declarant. Declarant, if Declarant owns a Unit which has never been occupied, or the Association may, without a vote of the Owners or approval by the Mortgagees or the Association amend the Declaration or the Bylaws in any manner necessary to meet the requirements of the Federal National Mortgage Association, the Federal National Home Loan Mortgage Corporation, the Federal Housing Administration or the Veterans Administration.

Section 12.4 Partial Invalidity. If any provision of the Governing Documents shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall in no way impair or affect the validity or enforceability of the remainder of such instruments.

Section 12.5 Conflicts. If any of the provisions of the Governing Documents shall be in conflict with the provisions of the Act or the TNCL, the provisions of such statutes shall control. If a conflict exists between the provisions of the Governing Documents, the Governing Documents shall control in the following order

- a. Restrictive Covenants;
- b. This Declaration;
- c. The Certificate of Formation;
- d. The Bylaws; and
- e. The Regulations.

Each Owner acknowledges that it has been given the opportunity to review the documents listed above in this Section 12.5(a) through (e) and has had the opportunity to consult with counsel in connection with the purchase of a Unit. The provisions of the Governing Documents embody the entire final documentation to which the Units and any Owners will be subject in relation to the Condominium and supersede any and all agreements, representations, and understandings, whether written or oral, between the Declarant and the Owners.

Section 12.6 Captions and Exhibits. Captions used in the various articles and sections of this Declaration are for convenience only, and they are not intended to modify or affect the meaning of any of the substantive provisions hereof. All exhibits are incorporated in and made a part of this Declaration.

Section 12.7 Usury. It is expressly stipulated and agreed to be the intent of the Declarant that at all times the terms of this Declaration, the Bylaws and the Regulations shall comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable under any provision of this Declaration, the Bylaws, or the Regulations. If the applicable law is ever judicially interpreted so as to render usurious any amount contracted for, charged, taken, reserved or received pursuant to this Declaration, the Bylaws, the Regulations or any other communication or writing by or between the Declarant, the Association and the Owners related to the matters set forth in this Declaration, the Bylaws, or the Regulations, then it is the express intent of Declarant that all amounts charged in excess of the maximum rate allowed by Texas law shall be automatically canceled, *ab initio*, and all amounts in excess of the maximum rate allowed by Texas law theretofore collected shall be refunded, and the provisions

of this Declaration, the Bylaws, or the Regulations shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law. The Owners hereby agree that as a condition precedent to any claim seeking usury penalties against Declarant or the Association, any Owner will provide written notice to Declarant or the Association, advising Declarant or the Association in reasonable detail of the nature and amount of the violation, and Declarant or the Association shall have 60 days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to an Owner or crediting such excess interest against the obligation then owing by such Owner to Declarant or the Association.

Section 12.8 Use of Number and Gender. Whenever used in this Declaration, and unless the context shall otherwise provide, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders.

Section 12.9 Governing Law. THE GOVERNING DOCUMENTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THE CONDOMINIUM SHALL BE IN BEXAR COUNTY, TEXAS.

Section 12.10 Notice. All notices or other communications required or permitted to be given pursuant to this Declaration shall be in writing and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; (b) by delivering same in person to the intended addressee; (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee; or (d) by prepaid telegram, telex, or telefacsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of Declarant and the Association shall be as set forth below, the address of each Owner shall be the address of the Unit and the address of each Mortgagee shall be the address provided to the Association; provided, however, that any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of 30 days' notice to the Association in the manner set forth herein.

Declarant: Park Centre Towers, Limited
9000 Tesoro Drive, Suite 300
San Antonio, Texas 78217-6132

Association: Vidorra Condominium Association, Inc.
9000 Tesoro Drive, Suite 300
San Antonio, Texas 78217-6132

Section 12.11 Estoppel Certificates. Each Owner, from time to time but no more often than twice each calendar year, shall have the right to require the Association to deliver to the requesting Owner a written statement addressed to the requesting Owner and its Mortgagee or purchaser of its Unit, as applicable, without payment of any fee or cost certifying: (a) this Declaration is unmodified and in full force and effect (or if modified that this Declaration as so modified is in full force and effect); (b) the Declaration attached to the certificate is a true and Correct copy of this Declaration and all amendments hereto; (c) the date through which all Assessments have been paid by the Owner requesting the certificate; (d) to die knowledge of the Association, the requesting Owner is not in default of any of its obligations under the Declaration (or if this Association knows the requesting Owner to be in default, specifying the defaults and the remaining cure period, if any); (e) the Association holds no existing liens against the requesting Owner's Unit; and (f) such other matters as are reasonably requested by the requesting Owner.

ARTICLE Xffl

Provisions Applicable to Mortgagees

Section 134 Notice To Mortgagees. All Mortgagees shall be entitled to receive the following notices in writing from the Association exercising rights affecting that Mortgagee's borrower's rights under this Declaration or affecting such Mortgagee's rights, which notices shall be sent promptly following the occurrence of the applicable event:

(a) notice of any proposed action which requires the consent of Mortgagees, which notice shall be given not less than 30 days prior to die desired effective date of such action;

(b) notice of default by an Owner (the beneficial interest in which Unit is held by that Mortgagee) in the performance of such Owner's obligations or delinquency in the payment of Assessments or Governmental Impositions, which remains uncured for a period of 60 days after notice thereof;

(c) notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond required to be maintained hereunder by the Association or by any Owner;

(d) notice of any damage or destruction to or Taking of any portion of the Condominium that affects either a material portion of the Property or any Unit, the beneficial interest in which is held by that Mortgagee, which notice shall be given promptly upon the Association's obtaining knowledge of such damage or destruction;

(e) notice of any proposed payment to be made by any Person on behalf of an Owner which pursuant to the terms of this Declaration may result in a lien on such Owner's Unit;

(f) 60 days notice prior to the Association instituting any foreclosure action on a Unit (the beneficial interest of which is held by that Mortgagee);

(g) 30 days notice prior to the effective date of (1) any proposed material amendment to this Declaration or the Map; (2) any termination of an agreement for professional management of the Property following any decision of the Owners to assume self-management of the Property; and (3) any proposed termination of the Condominium; and

(h) notice of all meetings of the members of the Association.

Section 13.2 Cure Rights. Any Mortgagee shall have the right, but not the obligation, at any time prior to the termination of this Declaration, and without payment of any penalty, to do any act or thing required of such Mortgagee's borrower hereunder, and to do any act or thing which may be necessary or proper to be done in the performance and observance of the agreements, covenants and conditions of such Owner hereof. All payments so made and all things so done and performed by any Mortgagee shall be effective to prevent a default under this Declaration as the same would have been if made, done and performed by an Owner instead of its Mortgagee. Any event of default under this Declaration which in the nature thereof cannot be remedied by a Mortgagee shall be deemed to be remedied if: within 30 days after receiving written notice from the non-defaulting party setting forth the nature of such event of default, or prior thereto, the Mortgagee shall have: (a) acquired the property owned by the defaulting party (the "Acquired Property"); or commenced foreclosure or other appropriate proceedings in the nature thereof and shall thereafter diligently prosecute any such proceedings; (b) fully cured any default in the payment of any monetary obligations owed the non-defaulting party hereunder within such 30 day period and shall thereafter continue to perform faithfully all such non-monetary obligations which do not require possession of the Acquired Property; and (c) after gaining possession of the Acquired Property following a foreclosure or deed in lieu thereof the Mortgagee performs all future obligations of the defaulting party hereunder as and when the same are due.

Section 13.3 No Invalidity of Mortgage Lien. No violation of this Declaration by, or enforcement of this Declaration against, any party shall affect, impair, defeat or render invalid the lien of any mortgage that secures Priority Lien Indebtedness.

Section 13.4 Mortgagee Requirements. The Association agrees to cooperate reasonably with any requesting party in regard to the satisfaction of requests or requirements by a Mortgagee; provided, however, such cooperation shall be at the sole cost and expense of the requesting party, and provided, further, that no party shall be deemed obligated to accede to any request or requirement that materially and adversely affects its rights under this Declaration.

Section 13.5 Unpaid Assessments. Each Person holding a mortgage secured by any Priority Lien Indebtedness encumbering any Unit, which Person obtains title to such Unit pursuant to judicial foreclosure, or the powers provided in such mortgage, or a deed in lieu of foreclosure, shall take title to such Unit free and clear of any claims for unpaid Assessments against such Unit which accrued prior to the time such Person acquires title to such Unit, except as otherwise set forth in Article VII of this Declaration.

Section 13.6 Books and Records. All Mortgagees, upon written request, shall have the right to (a) examine the books and records of the Association, including current copies of the

Governing Documents, and financial statements, during normal business hours; (b) require the Association to submit an annual audited financial statement for the preceding fiscal year within 120 days of the end of the Association's fiscal year, if one is available or have one prepared at the expense of such requesting party if such statement is not otherwise prepared by the Association; (c) receive written notice of all meetings of the Owners; and (d) designate in writing a representative to attend all such meetings.

Section 13.7 Priority of Rights. No provision of the Declaration shall be construed or applied to give any Owner priority over any rights of any Mortgagee in the case proceeds or awards are not applied to restoration but are distributed to Owners in the case of a casualty loss or Taking of a Unit and/or Common Element.

Section 13.8 Required Percentage. Any required percentage of Mortgagees in this Declaration shall mean and refer to such percentage of the face amount of the indebtedness held by such Mortgagees and not the number of such Mortgagees.

[The remainder of this page is intentionally left blank.]

TO

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IN WITNESS WHEREOF, Declarant has duly executed this Declaration on the day and year first above written.


TO

DECLARANT:

PARK CENTRE TOWERS, LIMITED,
a Texas limited partnership

By: Park Centre Towers, LLC,
a Texas limited liability company,
its general partner

TO

By: 
Name: EL Drake Luddy
Title: Manager

TO

By: 
Name: Jeffrey Rochelle
Title: Manager

TO

TO

TO

TO

TO

TO

TO

TO

TO

TO

TO

CONDOMINIUM DECLARATION - Signature and Acknowledgement Pages

TO

TO

TO

THE STATE OF TEXAS §

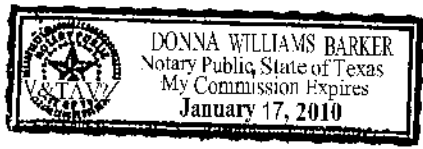
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 17th day of November 2009, by H. Drake Leddy, the Manager of Park Centre Towers, LLC, a Texas limited liability company, the general partner of Park Centre Towers, Limited, a Texas limited partnership, on behalf of said limited partnership.

Donna Williams Barker
Notary Public - State of Texas

My Commission Expires:

4 / 17 / 2010



THE STATE OF TEXAS §

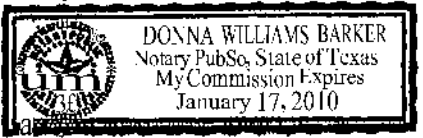
COUNTY OF Arling §

This instrument was acknowledged before me on the 7th day of January 2009, by Jeffrey A. Rochelle, the Manager of Park Centre Towers, LLO, a Texas limited liability company, the general partner of Park Centre Towers, Limited, a Texas limited partnership, on behalf of said partnership.

Donna Williams Barker
Notary Public - State of Texas

My Commission Expires:

4 / 17 / 2010



List of Exhibits:

- Exhibit "A" - Legal Description of the Land
- Exhibit "B" - Description of Map
- Exhibit "C" - Allocation of Ownership Interests
- Exhibit "D" - Legal Description of Future Development Area

EXHIBIT "A" HAS BEEN REPLACED IN ITS ENTIRETY UNDER THE FIRST
AMENDMENT TO CONDOMINIUM DECLARATION FOR
VIDORRA, A CONDOMINIUM

EXHIBIT "B" HAS BEEN REPLACED IN ITS ENTIRETY UNDER THE FIRST
AMENDMENT TO CONDOMINIUM DECLARATION FOR
VIDORRA, A CONDOMINIUM

EXHIBIT "C" HAS BEEN REPLACED IN IT'S ENTIRETY UNDER THE FIRST AMENDMENT TO CONDOMINIUM DECLARATION FOR VIDORRA, A CONDOMINIUM

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EXHIBIT "D" HAS BEEN REPLACED IN ITS ENTIRETY UNDER THE FIRST
AMENDMENT TO CONDOMINIUM DECLARATION FOR
VIDORRA, A CONDOMINIUM

AFFIDAVIT OF CONDOMINIUM ASSOCIATION

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, personally appeared JOHN ELMORE, who, being by me duly sworn, deposed as follows:

My name is JOHN ELMORE, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the owner, landlord or property manager of the condominium associations designated to operate the property located at 215 N. Center Street, San Antonio, TX 78202.

For the listed property, the following statements are true and correct:

1. There are no outstanding and unpaid ad valorem taxes or city liens applicable to the property.
2. Operation of the property as currently configured does not violate the city's zoning ordinance.
3. The property has a valid and adequate certificate of occupancy.

Additionally, the condominium association is duly formed, existing, and in good standing with the State of Texas.

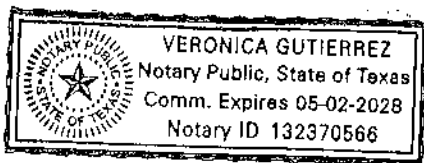
[Signature]
Affiant

SWORN TO AND SUBSCRIBED before me on this 7th day of January, 2025.

[Signature]
Notary Public, State of Texas

Notary's printed name:
Veronica Gutierrez

My commission expires: 5/2/2028.



[Faint, illegible text]