

CONDOMINIUM DECLARATION

FOR

725972

VILLA TANGLEWOOD CONDOMINIUMS

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR §

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

WHEREAS, Declarant desires to establish a condominium regime under Article 1301(a) of the Civil Statutes of the State of Texas, being known as the Condominium Act, and being referred to herein as the "Act"; and

WHEREAS, Declarant is the owner of said property on which has been constructed Twelve (12) two-story buildings which contain an aggregate of 84 individual apartment-type units and a manager's office, together with all other improvements, structures and facilities thereon and all easements, rights and appurtenances belonging thereto, which apartment project insofar as it is included in the Condominium Regime will be known as VILLA TANGLEWOOD CONDOMINIUMS; and

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

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

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

a) "Apartment" or "apartment unit", hereinafter referred to as "townhouse" or "townhome", means an individual air space unit which is contained within the perimeter walls, floors and ceilings and consisting of one (1) or more rooms, occupying all or part of a floor in a building of one (1) or more stories providing it has a direct exit to a thoroughfare or to a given common space leading to a thoroughfare.

b) "Condominium unit" means an apartment unit together with the interest in the general common elements appurtenant to such unit.

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

d) "General Common Elements" means and includes the following, if any:

1) The land on which the buildings are located;

2) The foundations, bearing walls and columns, elevators and shafts, garbage incinerators, roofs, halls, lobbies, stairways and entrances, and exits or communication ways;

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3) The yards, gardens, unassigned parking areas, fences, unassigned storage areas, streets, service drives, walks, basements, flat roofs, service easements, recreation areas, laundry rooms, boiler rooms and mechanical rooms, if any;

4) The installations consisting of the equipment and materials making up central services such as power, light, gas, cold and hot water, refrigerant, central air conditioning and central heat, swimming pool, water tanks and pumps, and the like;

5) The premises for the lodging of janitors, managers or persons in charge of the building;

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

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

e) "Limited Common Elements" means and includes general common elements reserved for the exclusive use of the owner of a condominium unit or owners of a contiguous group of condominium units; garage, carport parking areas, halls, stairways, entrances and exits, attic spaces directly above a unit, if any, and patio, balcony, backyards and storage areas, if any, indicated on map as appurtenant limited elements to a specific unit only shall be deemed limited common elements.

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

g) "Common Expenses" means and includes:

1) All sums assessed against the general common elements by the Managing Agent or Board of Directors in compliance with this Declaration;

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

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

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

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

i) "Map", "Survey Map" or "Plans" means and includes the engineering survey of the land locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of the improvements, same being herewith filed, consisting of 15 sheets and incorporated herein.

2. CONDOMINIUM MAP. The map shall be filed for record as a part of this Declaration, and prior to the first conveyance of any condominium unit. Such

map shall consist of and set forth (1) the legal description of the surface of the land; (2) the linear measurements and location of the buildings and all other improvements built on said land; (3) floor plans and elevation plans of the buildings showing the location, the building designation, the apartment designation and the linear dimensions of each apartment unit, and the limited common elements; (4) the elevations of the unfinished interior surfaces of the floors and ceilings as established from a datum plane.

Declarant reserves the right to amend the Map and this Declaration, from time to time, to conform the same according to the actual location of any of the improvements and to establish, vacate and relocate easements, access road easements and onsite parking areas; and to conform this Declaration to all requirements of the Federal National Mortgage Association and/or all applicable Federal or State Law.

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

a) Eighty-Four (84) fee simple estates consisting of Eighty-Four (84) separately designated apartment units, each such apartment unit identified by number and by building letter or designation on the map.

b) The remaining portion of the entire premises, referred to as the general common elements, shall be held in common by the owners, each such interest being an undivided percentage interest in the general common elements equivalent to the number of square feet within each apartment unit divided by the total number of square feet within all apartment units located on the premises included within this Condominium Regime, and each such individual interest being appurtenant to one of the condominium units covered hereby. Each unit owner's percentage undivided interest in the common elements is set forth on Exhibit "C" attached hereto.

4. COMMON ELEMENTS. A portion of the general common elements is set aside and reserved for the exclusive use of individual owners, such areas being the limited common elements. The limited common elements reserved for the exclusive use of the individual owners are the automobile parking spaces, storage spaces, balconies, stairwells and patio spaces which are shown on the map. Each unit owner has the right to the use of at least one parking space per unit owned. Such spaces are allocated and assigned by the Declarant to the respective condominium units as indicated on Exhibit "B" hereto attached, the patio or balcony assigned to each condominium unit being designated by the condominium number preceded by the prefix "P" or "B" respectively and in like manner, the parking spaces assigned to each condominium unit being designated by the condominium number preceded by the prefix "PS". Such limited common elements shall be used in connection with the particular condominium, to the exclusion of the use thereof by the other owners except by invitation. A portion of the common area is intended as a recreation area, and is improved with a swimming pool and other recreational facilities. Reasonable regulations governing the use of said recreational facilities by owners and by their guests and invitees shall be promulgated by the Declarant, and by the Board of Directors after same has been elected and by the Managing Agent.

5. INSEPARABILITY OF A CONDOMINIUM UNIT. Each unit and its undivided interest in and to the general common elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only as a condominium unit.

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

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

separate assessment and taxation.

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

9. NON-PARTITIONABILITY OF COMMON ELEMENTS. The general common elements shall be owned in common by all of the owners of the apartment units and shall remain undivided, and no owner shall bring any action for partition or division of the general common elements. Subject to the provisions of paragraph (m) of Article 29, nothing contained herein shall be construed as a limitation of the right of partition of a condominium unit between the owners thereof, but such partition shall not affect any other condominium unit.

10. OCCUPANCY. Each owner shall be entitled to exclusive ownership and possession of his apartment. Each owner may use the general common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners. Nothing shall be altered or constructed on or removed from the common elements, except upon written consent of the Board of Directors. There shall be no restriction upon any owners' right of ingress and egress to his apartment unit which right is perpetual and appurtenant to his apartment unit.

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

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

13. TERMINATION OF MECHANIC'S OR MATERIALMEN'S LIENS AND INDEMNIFICATION. Subsequent to the completion of the improvements described on the map, no labor performed or materials furnished and incorporated in an apartment unit with the consent or at the request of the owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the general common elements owned by such other owners. Each owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien against the apartment unit of any other owner or against the general common elements for construction performed or for labor, materials, services or other products incorporated in the owner's apartment unit at such owner's request.

14. ADMINISTRATION AND MANAGEMENT - MANAGING AGENT. The administration of this condominium property shall be governed by the By-Laws of VILLA TANGLEWOOD CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation hereinafter referred to as the "Association". Each owner of a condominium unit irrevocably vests in the Association through the Board of Directors or Managing Agent the right to maintain the General Common Elements and the Limited Common Elements of the property and improvements thereon. A copy of "By-Laws" is hereto attached marked Exhibit "D" and incorporated herein; and same shall be deemed adopted by Declarant as sole owner of the property herein described, and all owners shall be bound thereby. "Association" as herein used shall refer to the member owners as a group. An owner of a condominium unit, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his ownership. The Managing Agent shall be R. K. Ellis, 1550 Northeast Loop 410, Suite 211, San Antonio, Texas, 78209, and the Managing Agent shall perform all of the duties of the Board of Directors and shall have and exercise all of the powers and functions, including assessment and collection of common expenses, delegated hereunder to the Board of Directors and other officers of the Association, until the earlier of the following: (1) three (3) years from the date of conveyance of the first unit or (2) until 75% of the apartment units, shall be sold to owner/occupants, which time period is hereafter referred to as the sale and development period. Upon completion

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of the transfer of the units to the 75% owner/occupants, control of the Owners Association shall be vested in said owner/occupants within 120 days. Nothing contained in this Article 14 shall be construed to prevent the Managing Agent from relinquishing the control and responsibility for the administration and management of the regime to the Board of Directors prior to the end of such sale and development period.

15. ACCESS FOR MAINTENANCE AND REPAIR. The owners shall have the irrevocable right, to be exercised by the Managing Agent or Board of Directors of the Association, to have access to each apartment unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the general common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the general or limited common elements or to another apartment unit or units. The Owners Association shall have reasonable right of entry upon the unit premises to effect emergency or other necessary repairs which the unit owner has failed to perform.

16. OWNERS RESPONSIBILITY FOR MAINTENANCE OF UNIT. An owner shall maintain and keep in repair the interior of his own apartment, including the fixtures thereof. All fixtures and equipment, including the heating and air conditioning system, installed within the apartment unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the apartment unit shall be maintained and kept in repair by the owner thereof. Without limitation on the generality of the foregoing, an owner shall maintain and keep in good repair (and replace, if so required) the air conditioning compressor, hot water heater unit, fans, ductwork, heating unit and cooling coils, utilized in and for his unit; as well as all other fixtures situated within or installed into the general common elements appurtenant to such unit; and an owner shall be obliged to promptly repair and replace any broken or cracked windows, doors or glass therein that might be so broken or cracked. Notwithstanding anything to the contrary contained in this Article 16, an owner when exercising his right and responsibility of repair, maintenance, replacement or remodeling, as herein defined, shall never alter in any manner whatsoever, the exterior appearance of his condominium unit.

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

17. INTERFERENCE WITH STRUCTURAL SOUNDNESS OF BUILDING. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. No owner shall in any way alter, modify, add to, or otherwise perform any work whatever upon any of the common elements, save with written consent of the Board of Directors first obtained.

18. DIMENSIONS. It is expressly agreed, and each and every purchaser of an apartment unit, his heirs, executors, administrators, assigns, successors, and grantees hereby agree, that the square footage, size, and dimensions of each apartment as set out and shown in this Declaration or in said survey plats attached as Exhibits hereto, are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent, or guarantee that any apartment actually contains the area, square footage, or dimensions shown by the plat thereof. Each purchaser and owner of an apartment unit or interest therein, has had full opportunity and is under a duty to inspect and examine the apartment purchased by him prior to his purchase thereof, and agrees that the apartment is purchased as it actually and physically exists. Each purchaser of an apartment unit hereby expressly waives any claim or demand which he may have against the Declarant or any other person whomsoever, on account of any difference, shortage, or discrepancy between the apartment as actually and physically existing and as it is shown on the respective plat thereof, which is attached as an Exhibit hereto. It is specifically agreed

that in interpreting deeds, mortgages, deeds of trust, and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the apartment or of any apartment reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the boundaries, regardless of settling, rising, or lateral movement of the building and regardless of variances between the boundaries shown on the plat and those of the building.

19. COMPLIANCE WITH PROVISIONS OF DECLARATION AND BY-LAWS. Each owner shall comply strictly with the provisions of this Declaration, the By-Laws and the Articles of Incorporation and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Managing Agent or Board of Directors on behalf of the Owners Association and any aggrieved unit owner against any owner(s) and the owner(s) shall have similar rights of action against the Owners Association.

20. REVOCATION OR AMENDMENT TO DECLARATION. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the owners representing an aggregate ownership interest of 75% of the condominium units and all of the holders of any recorded mortgage or deed of trust covering or affecting any or all condominium units unanimously consent and agree to such revocation or amendment by instrument(s) duly recorded, except as provided in subparagraphs (c) and (e) of Article 27 hereof; the making of physical changes in the interior of an apartment or apartments coming into the possession of a mortgagee by virtue of foreclosure of any first mortgage, and physical changes to and alterations of the apartment or apartments owned by virtue of foreclosure of any first mortgage may be made without the consent of the other owners or mortgagees, and this Declaration may be amended without other owners' or mortgagees' consent, by the owner acquiring same by foreclosure, to correspond with such physical changes; provided, however, that the percentage undivided interest of each unit owner in general common elements as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all of the unit owners and their mortgagees expressed in an amended Declaration duly recorded.

21. ASSESSMENTS FOR COMMON EXPENSES - UTILITIES - INSURANCE. The assessments made shall be based upon the cash requirements deemed to be such aggregate sums as the Managing Agent or Board of Directors of the Association shall from time to time determine is to be paid by all of the owners, including Declarant, to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the general common elements, which sum may include, among other things, cost of management, taxes, assessments, fire insurance with extended coverage and vandalism and malicious mischief with endorsements attached, issued in the amount of the maximum replacement value of all of the condominium units, casualty and public liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs and renovations, garbage collections, wages, water charges, gas charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent or Board of Directors under or by reason of this Declaration or the By-Laws, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus funds as well as other costs and expenses relating to the general common elements. The limited common elements shall be maintained as general common elements and owners having exclusive use thereof shall not be subject to any special charges or assessments for the repair or maintenance thereof. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification, or a release of the owners from the obligation to pay.

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

The Managing Agent or Board of Directors shall obtain and maintain at all times insurance of the type and kind provided hereinabove, and including for such other risks, of a similar or dissimilar nature, as are or shall hereafter

customarily be covered with respect to other apartment or condominium buildings, fixtures, equipment and personal property, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association the insured, which policy or policies shall identify the interest of each condominium unit owner and which shall provide for a standard non-contributory mortgagee clause in favor of each first mortgagee. It shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten days prior written notice to each first mortgagee. Said Managing Agent or Board of Directors shall, upon request of any first mortgagee, furnish a certified copy of such blanket policy and the separate certificate identifying the interest of the mortgagor. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interests of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

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

22. OWNER'S OBLIGATION FOR PAYMENT OF ASSESSMENTS. All owners shall be personally obligated to pay the estimated assessments imposed by the Board of Directors or Managing Agent of the Association to meet the common expenses. Such assessments to commence upon the conveyance of the first condominium unit. Except for insurance premiums, the assessments shall be made pro-rata according to each Owner's percentage interest in and to the general common elements. Assessments for insurance premiums shall be based upon that proportion of the total premium's that the insurance carried on a condominium unit bears to total coverage. Assessments for the estimated common expenses, including insurance, shall be due monthly in advance on or before the fifth (5th) day of each month. Any payment not received by the 10th of each month shall be subject to an additional charge of \$25.00 to cover the additional expense of accounting and collection.

Contribution for monthly assessments shall be prorated if the ownership of a condominium unit commences on a day other than on the first day of a month.

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

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

24. ASSESSMENT LIEN. All sums assessed but unpaid for the share of common expenses chargeable to any condominium unit, including interest thereon at eighteen per cent (18%) per annum, shall constitute a lien on such unit superior (prior) to all other liens and encumbrances, except only for:

a) Assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the apartment; and

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

To evidence such lien the Board of Directors or Managing Agent may, but shall not be required to, prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the owner of the condominium unit and a description of the condominium unit. Such a notice shall be signed by one of the Board of Directors or by the Managing Agent and may be recorded in the office of the County Clerk of Bexar County, Texas. Such lien for the common expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure on the defaulting owner's condominium unit by the Association in like manner as a mortgage on real property upon the recording of a notice or claim thereof. In any such foreclosure, the owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The owner shall also be required to pay to the Association a reasonable rental for the condominium unit during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid on the condominium unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

The amount of the common expenses assessed against each condominium unit shall also be a debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same.

Any mortgagee holding a lien on a condominium unit may pay any unpaid common expense payable with respect to such unit, and upon such payment such mortgagee shall have a lien on such unit for the amounts paid of the same rank as the lien of his encumbrance.

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

25. STATEMENT OF INDEBTEDNESS - JOINT LIABILITY FOR COMMON EXPENSE UPON TRANSFER OF CONDOMINIUM UNIT. Upon payment to the Association of a reasonable fee not to exceed Twenty Five and No/100 (\$25.00) Dollars, and upon the written request of any owner or any encumbrancer or prospective encumbrancer of a condominium unit, the Association, by its Managing Agent or Board of Directors, shall issue a written statement setting forth the unpaid common expenses, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment become due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of making of such request, the common expense as to the subject unit shall be subordinate to the lien of the person requesting such statement.

The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor; provided, however, that upon payment to the Association of a reasonable fee not to exceed Twenty-Five and No/100 (\$25.00) Dollars, and upon written request, any such prospective grantee shall be entitled to a statement from the Managing Agent or Board of Directors setting forth the amount of the unpaid assessment, if any, with respect to the subject unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, then such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the subject unit. The provisions set forth in this Article 25 shall not apply to initial sales of the units by Declarant.

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

27. ASSOCIATION AS ATTORNEY-IN-FACT. This Declaration hereby makes mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction or obsolescence.

Title to any condominium unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint VILLA TANGLEWOOD CONDOMINIUMS HOMEOWNER'S ASSOCIATION, INC., their true and lawful attorney in their name, place and stead, for the purpose of dealing with the property upon its destruction or obsolescence as is hereinafter provided. As attorney-in-fact, the Association, by its president and secretary, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a condominium unit owner which are necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvement(s) as used in the succeeding sub-paragraphs means restoring the improvement(s) to substantially the same condition in which it existed prior to the damage, with each unit and the general and limited common elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be made available to the Association for the purpose of repair, restoration or replacements unless the owners and all first mortgagees agree not to rebuild in accordance with the provisions set forth hereinafter.

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

b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than two-thirds (2/3) of all of the general common elements, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made

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

- 1) Assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for taxes past due and unpaid on the apartment;
- 2) For payment of the balance of the lien of any first mortgage;
- 3) For payment of unpaid common expenses;
- 4) For payment of junior liens and encumbrances in order of and to the extent of their priority; and
- 5) The balance remaining, if any, shall be paid to the condominium unit owner.

c) If more than two-thirds (2/3) of all of the general common elements, not including land, are destroyed or damaged, and if the owners representing an aggregate ownership interest of 90% of the units do not voluntarily, within one hundred (100) days thereafter, make provision for reconstruction, which plan must have the unanimous approval or consent of every first mortgagee, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the entire remaining premises shall be sold by the Association, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each unit owner's interest (as such interests appear on the policy or policies), and such divided proceeds shall be paid into Eighty-Four (84) separate accounts, each such account representing one of the condominium units. Each such account shall be in the name of the Association, and shall be further identified by the number of the apartment unit and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such accounts, without contribution from any account to another, toward the full payment of the lien of any first mortgage against the condominium unit represented by such separate account. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire property. Such apportionment shall be based upon each condominium unit owner's percentage interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this Article 27.

If the owners representing an aggregate ownership interest of 90% of the units adopt a plan for reconstruction, which plan has the unanimous approval of all first mortgagees, then all of the owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan shall be a common expense

and made pro-rata according to each owner's percentage interest in the general common elements and shall be due and payable as provided by the terms of such plan but not later than thirty (30) days after written notice thereof. The Association shall have the authority to cause the repair or restoration of the improvements using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his condominium unit and may be enforced and collected as is provided in Article 24. In addition thereto, the Association, as attorney-in-fact, shall have the absolute right and power to sell the condominium unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the condominium unit of the delinquent owner shall be sold by the Association. The proceeds derived from sale of such condominium unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in sub-paragraph (b) (1) through (5) of this Article 27.

d) The owners representing an aggregate ownership interest of 90% of the units may agree that the general common elements of the property are obsolete and that the same should be renewed or reconstructed. In such instance, then the expense thereof shall be payable by all of the owners as common expenses; provided, however, that any owner not agreeing to such renewal and reconstruction may give written notice to the Association that such unit shall be purchased by the Association for the fair market value thereof. If such owner and the Association can agree on the fair market value thereof, then such sale shall be consummated within thirty (30) days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or it is unable to agree with the other shall be the "commencing date" from which all periods of time mentioned herein shall be measured. Within ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party), an appraiser who shall be a member of the San Antonio Board of Realtors. If either party fails to make such a nomination, the appraiser nominated shall within five (5) days after default by the other party appoint and associate with him another appraiser (to be selected from the San Antonio Board of Realtors). If the two appraisers designated by the parties, or selected pursuant hereto in the event of the default of one party are unable to agree, they shall appoint another appraiser (to be selected from the San Antonio Board of Realtors) to be umpire between them, if they can agree on such person. If they are unable to agree upon such umpire, then each appraiser previously appointed shall nominate two persons (each of whom shall be a member of the San Antonio Board of Realtors) and from the names of the four persons so nominated, shall be drawn by lot by any judge of any court of record in Texas, and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within (10) days after the failure of the two appraisers to agree, which in any event shall not be later than twenty (20) days following the appointment of the second appraiser. The decision of the appraisers as to the fair market value or in the case of their disagreement, the decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Association and the owners. The sale shall be consummated within fifteen (15) days thereafter, and the Association, as attorney-in-fact, shall disburse such proceeds as is provided in subparagraphs (b) (1) through (5) of this Article 27.

e) The owners representing an aggregate ownership interest of 90% of the units may agree that the general common elements of the property are obsolete and that the same should be sold. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association's president and secretary, the premises shall be sold by the Association, as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the Map and the By-Laws. The sales proceeds shall be apportioned between the owners on the basis of each owner's percentage interest in the general common

elements, and such apportioned proceeds shall be paid into Eight-Four (84) separate accounts, each such account representing one condominium unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the apartment and the name of the owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount (of each) of such funds, without contribution from one fund to another, for the same purposes and in the same order as is provided in subparagraph (b) (1) through (5) of this Article 27.

28. PERSONAL PROPERTY FOR COMMON USE. Upon the date of the transfer of control as defined in Article 14 herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the entire premises and furnished by Declarant, which property is intended for the common use and enjoyment of the condominium units owners and occupants. The Association shall hold title to such property for the use and enjoyment of the condominium unit's owners and occupants. No owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the owner's termination of possession of his condominium unit.

29. PROTECTION OF MORTGAGEE. The following provisions are adopted for the benefit of all first mortgagees of condominium units and shall prevail over any provisions to the contrary contained elsewhere herein or in the By-Laws.

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

b) Notice of Default. The Association shall notify any holder, insurer or guarantor of a first mortgage in writing, upon request of such mortgagee, of any default by the mortgagor in the performance of such mortgagor's obligations as set forth in the Declaration which is not cured within sixty (60) days.

c) Examination of Books. The Owners Association shall make available to unit estate owners and lenders, and to holder, insurers or guarantors of any first mortgage, current copies of the declaration, by-laws, other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

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

e) Annual Audits. The Association shall furnish any holder, insurer, or guarantor of a first mortgage, upon written request, an annual audited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Project, free of charge.

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

g) Termination or Change of Interests. The prior written approval of each holder, insurer, or guarantor of a first mortgage shall be required for the following:

1) Abandonment or termination of VILLA TANGLEWOOD CONDOMINIUMS as a Condominium Regime in case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain (except for abandonment or termination provided by Law);

2) Any material amendment to the Declaration or By-Laws of the Association, including, but not limited to any amendment which would change the percentage interest of unit owners in the project;

3) The effectuation of any decision by the Owners' Association to terminate professional management and assume self-management of the project.

4) Any reallocation of interests in the common area resulting from a partial condemnation or partial destruction.

h) Leases. With the exception of a lender in possession of a condominium unit following foreclosure, or any deed or other arrangement in lieu of foreclosure, no owner shall be permitted to lease his unit for transient or hotel purposes. No owner may lease less than the entire unit. The Association shall require that all leases of any apartment units must: (i) be in writing, and (ii) provide that such leases are specifically subject in all respects to the provisions of the Declaration and By-Laws of the Association, and that any failure by the lessee to comply with the terms and conditions of such documents shall be a default under such leases. No lease shall be for a period of less than six (6) months. Other than the foregoing, there shall be no restriction on the right of any apartment owner to lease his unit.

i) 1) Notice of Damage or Destruction. The Association shall furnish any holder, insurer, or guarantor of a first mortgage timely written notice of any substantial damage or destruction of apartment units and of any part of the common elements and facilities.

2) Notice of Condemnation or Eminent Domain. The Association shall furnish any holder, guarantor of a first mortgage timely written notice of any condemnation, or eminent domain proceeding regarding all or any portion of an apartment unit or of the common elements and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings.

j) Management Agreements. Any management agreement entered into by the Association will be terminable by the Association without cause and without penalty upon thirty (30) days' written notice thereof, and the term of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one (1) year periods. The Association must have a consent vote of 67% of the votes in the Owners Association to terminate the Agreement.

k) Exemption From Right of First Refusal. The right of a unit owner to sell, transfer or otherwise convey his apartment unit shall not be subject to any right of first refusal or similar restriction.

l) Right to Partition. No unit may be partitioned or subdivided without the prior written approval of at least the holder of any first mortgage lien on such unit.

m) Claims for Unpaid Assessments. Each holder of a first mortgage lien on a unit who comes into possession of the unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure or any purchaser at a foreclosure sale, will take the unit free of any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder comes into possession of the unit except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all project units including the mortgaged unit.

n) Taxes, Assessments and Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

o) Owners Association Lien. Any lien which the Owners Association may have on any unit in the project for the payment of common expense

assessments attributable to such unit will be subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date any such common expense assessments become due.

p) Other Acts by Association Requiring Approval of First Mortgagees or Owners. Unless at least 75% of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the Declarant) of the individual condominium units have given their prior written approval, the Association shall not be entitled to: (i) partition or subdivide any condominium unit, (ii) by act or omission, seek to abandon, partition, sub-divide, encumber, sell or transfer, the common elements, (the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause); (iii) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project, or except as otherwise provided in this Declaration.

q) Notice of Fidelity Bond and Insurance Cancellation or Modification. Upon written request to the Owners Association, identifying the name and address of the holder, insurer or guarantor and the unit number of address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association.

r) Notice of Action. Upon written request to the Owners Association, identifying the name and address of the holder, insurer or guarantor and the unit number of address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in this Section 29.

s) Amendment to Documents. The following provision does not apply to amendments to the constituent documents or termination of the condominium regime made as a result of destruction, damage or condemnation pursuant to Section 29.g) above.

Except where a higher percentage interest of owners or holders of mortgages are required, the consent of the owners of units to which at least 67% of the votes in the Owners Association are allocated and the approval of eligible holders holding mortgages on units which have at least 51% of the votes of units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the constituent documents of the project, which establish, provide for, govern or regulate any of the following:

1. Voting;
2. Assessments, assessment liens or subordination of such liens;
3. Reserves for maintenance, repair and replacement of the common areas (or units if applicable);
4. Insurance or Fidelity Bonds;
5. Rights to use of the common areas;
6. Responsibility for maintenance and repair of the several portions of the project;
7. Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
8. Boundaries of any unit;
9. The interests in the general or limited common areas;

10. Convertibility of units into common areas or of common areas into units;

11. Leasing of units;

12. Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit;

13. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on units.

Any mortgage holder who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within 30 days shall be deemed to have approved such request.

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

31. NOTICES. All notices, demands or other notices intended to be served upon an owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such owner in care of the apartment number and building address of such owner. All notices, demands or other notices intended to be served upon the Managing Agent, or the Board of Directors of the Association, or the Association, shall be sent by ordinary or certified mail, postage prepaid, to 1550 Northeast Loop 410, Suite 211, San Antonio, Texas, 78209, until such address is changed by a notice of address change duly recorded.

32. EMINENT DOMAIN. In the event of taking by eminent domain (or condemnation or a conveyance in lieu of condemnation) of part or all of the common elements, the award for such taking shall be payable to the Association, which shall represent the owners named in the proceedings. Said award shall be utilized to the extent possible for the repair, restoration, replacement or improvement of the remaining common elements, if only part are taken. If all or more than two-thirds (2/3) of the common elements are taken, it shall be deemed a destruction of more than two-thirds (2/3) of all of the general common elements, and the Condominium Regime shall be terminated as hereinbefore provided. Any funds not utilized (in the case of a partial taking) shall be applied in payment of common expenses otherwise assessable. In the event of a taking of all or part of an apartment, the award shall be payable to the owner of such apartment and his mortgagee, if any, as their interests may appear.

33. GENERAL.

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

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

c) That whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural, the singular, and the use of any gender shall include all genders.

34. EFFECTIVE DATE. This Declaration, shall take effect when recorded in

the Condominium Records of Bexar County, Texas.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration on the
1st day of March, 1984.

VILLA TANGLEWOOD, LTD.

By: R.K. Ellis
R.K. ELLIS, General Partner

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 1st day of
March, 1984, by R.K. ELLIS, General Partner of VILLA TANGLEWOOD, LTD.,
a Texas Limited Partnership, on behalf of said Limited Partnership.

Dixie Tillman
Notary Public, Bexar County, Texas.
My Commission Expires: 1-7-87



VOL 3047 PAGE 330

CONSENT OF MORTGAGEE

The undersigned, FIRST STATE SAVINGS ASSOCIATION, being the owner and holder of any existing mortgage lien upon and against the land and property described as the Property in the foregoing Declaration, as such the mortgagee and lienholder does hereby subordinate its lien and consent to said Declaration and the Exhibits attached hereto, and to the recording of same for submission of said Property to the provisions and condominium regime of Article 1301a of the Texas Revised Civil Statutes.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, or impose any obligation or liability upon the undersigned to perform or discharge any covenants or obligations imposed upon the Declarant under said Declaration.

Signed and attested by the undersigned officers of said FIRST STATE SAVINGS ASSOCIATION, hereunto authorized, this the 1st day of March, 1984.

ATTEST:

FIRST STATE SAVINGS ASSOCIATION

By:

Luis A. Camacho
Luis Camacho
Vice President

By:

A. H. Cadwallader, IV
A. H. Cadwallader, IV
Senior Vice President

THE STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared A. H. Cadwallader, IV, Senior Vice President of FIRST STATE SAVINGS ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 1st day of March, 1984.

Dixie Tillman
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 1-7-87

7/8/83;mn
2/27/84;tlw
MN-13

VOL 3047 PAGE 0331

EXHIBIT "A"

TRACT I: Lot 23, New City Block 12710, Meadow Wood Estates Commercial Area, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 4700, Page 280, Deed and Plat Records of Bexar County, Texas.

TRACT II: Lot 25, New City Block 12710, Meadow Wood Estates Commercial Area, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 4900, Page 71, Deed and Plat Records of Bexar County, Texas.

TRACT III: A non exclusive Easement over the West 15 feet of Lot 19, New City Block 12710, Meadow Wood Estates Commercial Area, according to plat thereof recorded in Volume 4400, Page 392, Bexar County Deed and Plat Records. Said Lot 19 having been re-platted as part of Lot 26, New City Block 12710, according to plat recorded in Volume 4900, Page 71, Bexar County Deed and Plat Records; and also an Easement consisting of a private road for the benefit of tenants (on Lot 23), as recorded in Volume 4841, Page 56, Bexar County Deed Records.

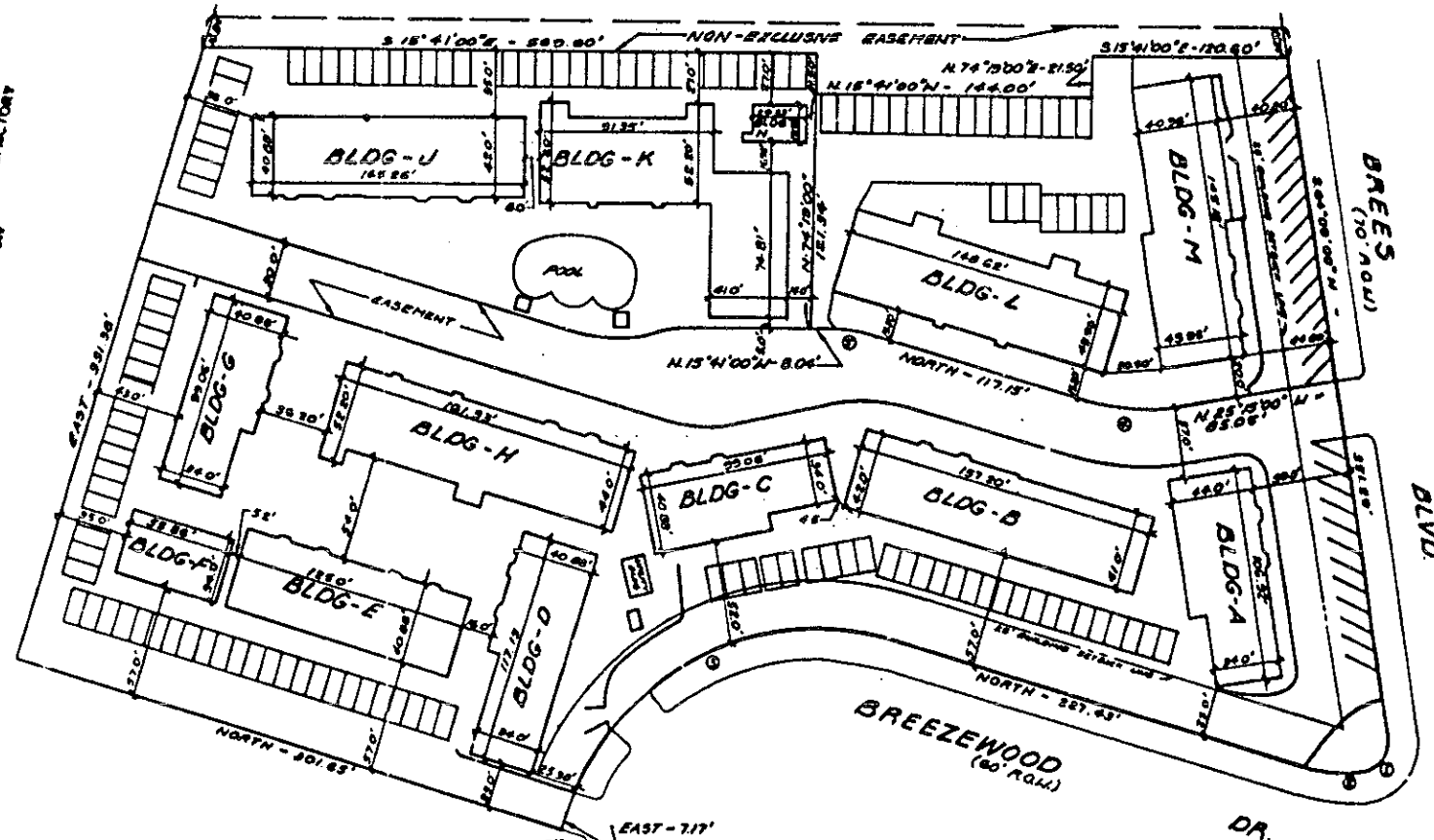
CURVE DATA				
Sta.	Δ	Radius	Length	Chord
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2	25°51'00"	70.00'	14.06'	31.58'
3	90°00'00"	125.00'	125.00'	125.00'
4	25°51'00"	100.00'	22.95'	45.12'
5	12°41'00"	100.00'	13.77'	27.37'

TRACT 1: Lot 25, New City Block 12710, Haden Wood Estates Commercial Area, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 4700, Page 280, Deed and Plat Records of Bexar County, Texas.

TRACT 11: Lot 25, New City Block 12710, Haden Wood Estates Commercial Area, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 4900, Page 71, Deed and Plat Records of Bexar County, Texas.

TRACT 111: A non exclusive Easement over the West 15 Feet of Lot 19, New City Block 12710, Haden Wood Estates Commercial Area, according to plat thereof recorded in Volume 4400, Page 292, Bexar County Deed and Plat Records. Said Lot 19 having been re-platted as part of Lot 26, New City Block 12710, according to plat recorded in Volume 4900, Page 71, Bexar County Deed and Plat Records; and also on Easement consisting of a private road for the benefit of tenants (on Lot 23), as recorded in Volume 4841, Page 56, Bexar County Deed Records.

ALL INFORMATION HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY KIND. THE PLAT IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY KIND.



STATE OF TEXAS
COUNTY OF BEXAR

THIS IS TO CERTIFY THAT I, ALVIN L. CROWE, A REGISTERED PROFESSIONAL ENGINEER OF THE STATE OF TEXAS, PREPARED THE PLAT SHOWN HEREON FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE DATE SHOWN.

Alvin L. Crowe
REGISTERED PROFESSIONAL ENGINEER

SHOWN TO AND SUBSCRIBED BEFORE ME THIS 2ND DAY OF AUGUST, 1982.

MAURINE E. CHAYANA
NOTARY PUBLIC, STATE OF TEXAS
COMMISSION EXPIRES JULY 15, 1983

Maurine E. Chayana
NOTARY PUBLIC
BEXAR COUNTY, TEXAS



EXHIBIT "A"
TO
CONDOMINIUM DECLARATION
FOR
VILLA TANGLEWOOD

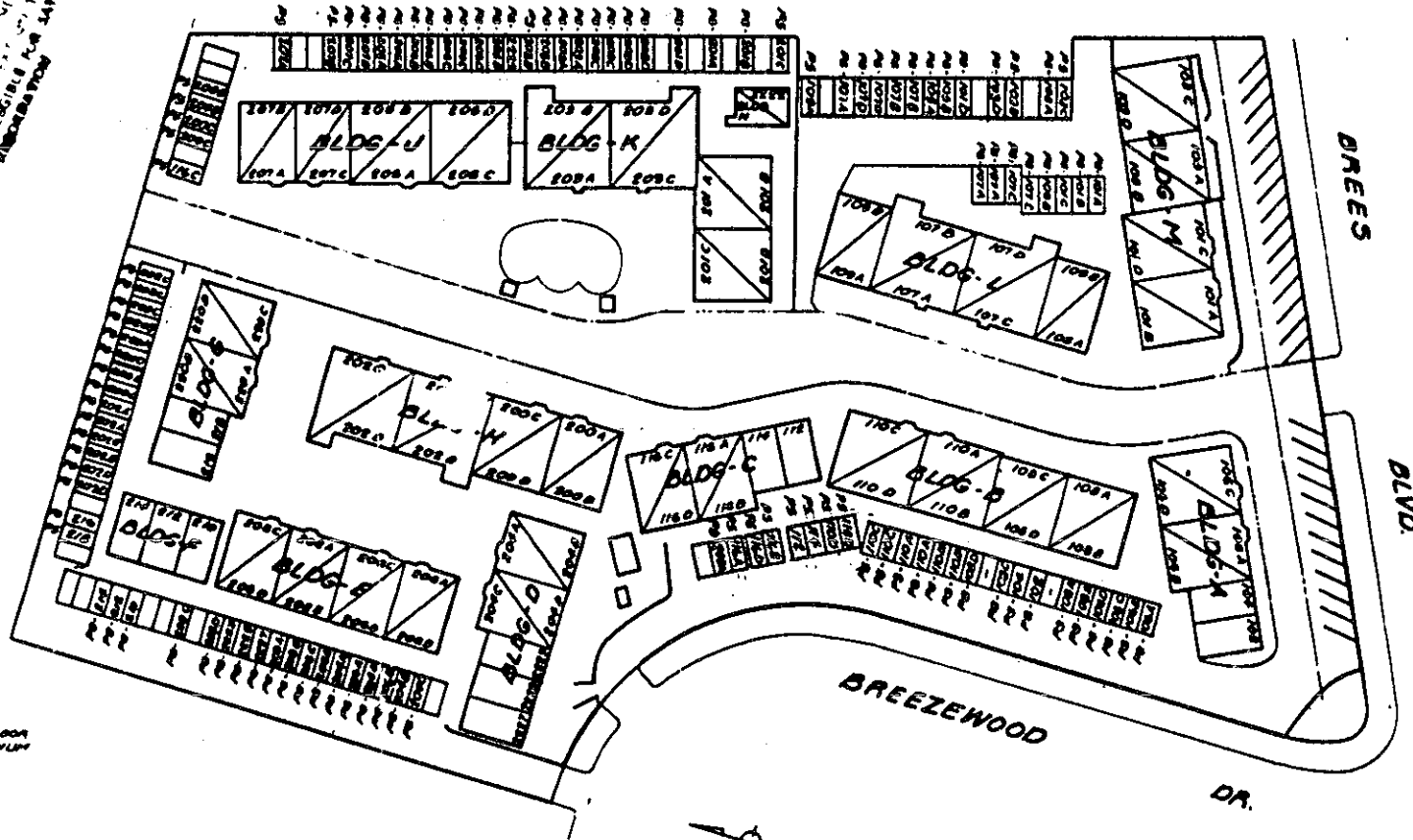
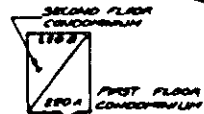


CROYLE and ASSOCIATES, INC.
Consulting Engineers / Planners

SHEET 1

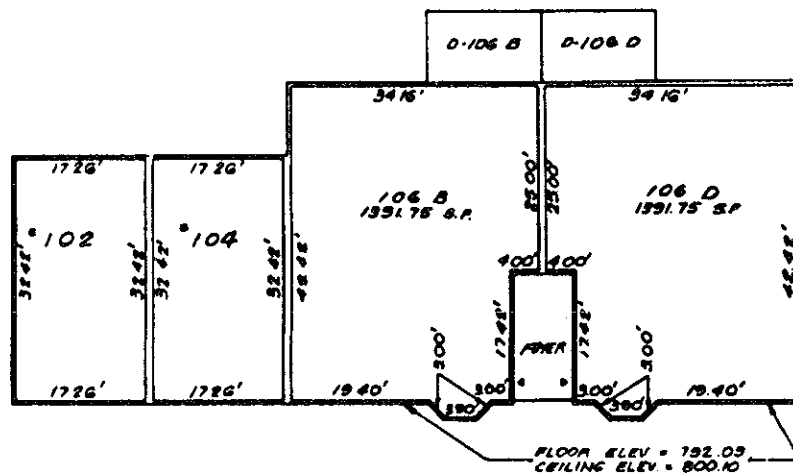
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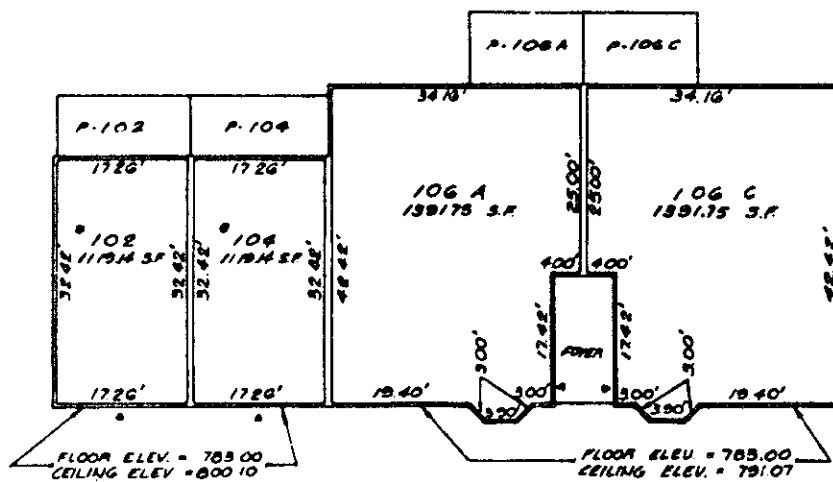


PARKING LAYOUT
EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
VILLA TANGLEWOOD

GROVES, and ASSOCIATES, INC.
Consulting Engineers / Planners



SECOND FLOOR



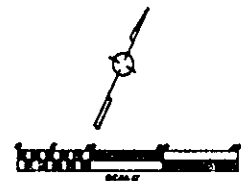
FIRST FLOOR

■ DENOTES TWO-STORY TOWNHOUSE UNITS
▲ DENOTES UNIT ENTRANCES

REMARK: MEASUREMENTS OF ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY REPRODUCTION

NOTES:

1. PERIMETER LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTIONS.
2. UNITS COVERED PLUMBING AREA, STORAGES, PATIOS, PORCHES AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS INTO ONE-RESPONSIBLE HANDLES, PLUMBING AREAS ARE DESIGNATED BY PREFIX "P" STORAGES BY PREFIX "S", PATIOS BY PREFIX "P", PORCHES BY PREFIX "P", AND BALCONIES BY PREFIX "B".
3. ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10" THICK OVERALL.
4. THE PLANES OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.



ORGON and ASSOCIATES, INC.
Consulting Engineers / Planners

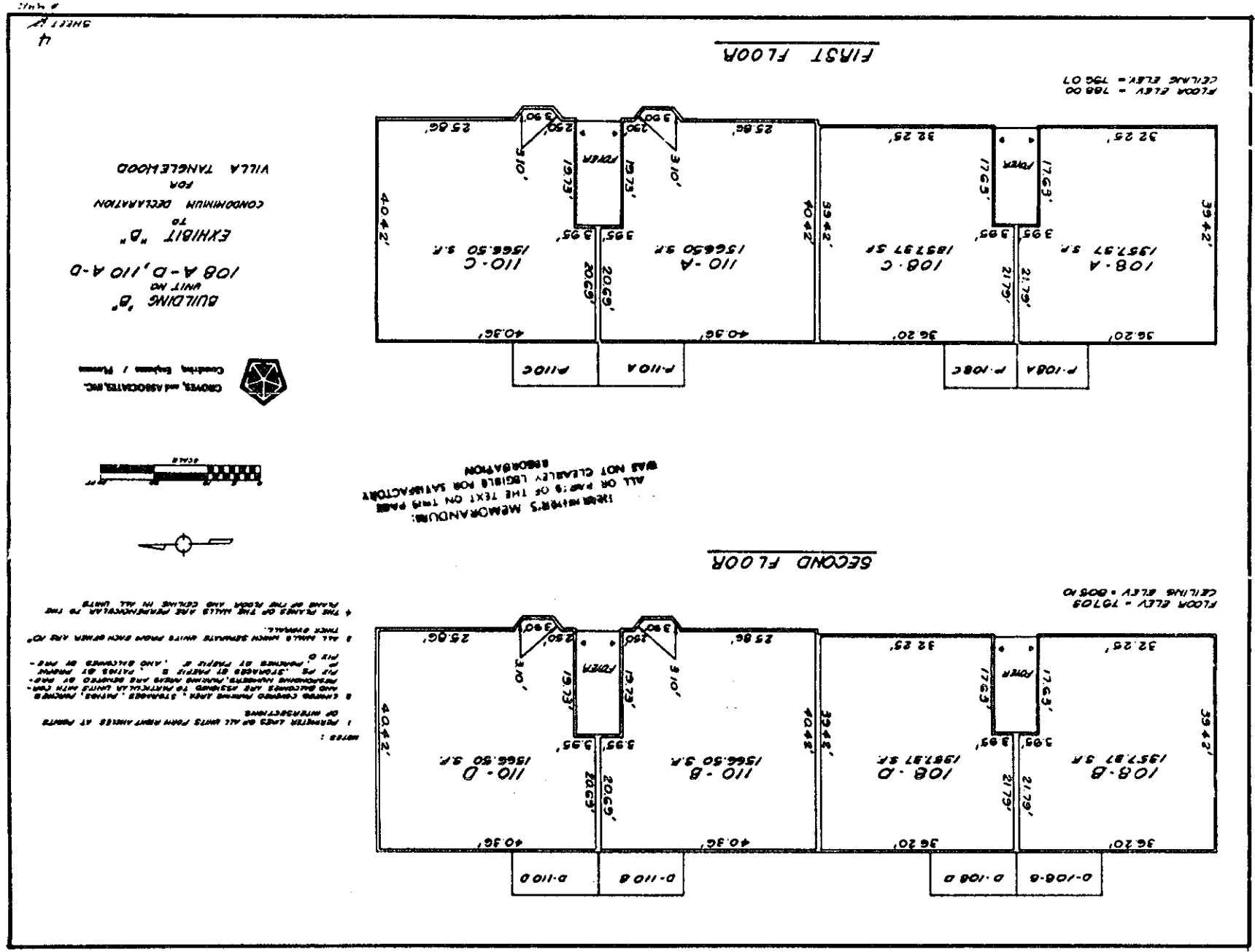
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UNIT NO.
102, 104, 106 A-D

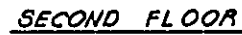
EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
VILLA TANGLEWOOD

3
SHEET 4

Revised 11-88

6-034





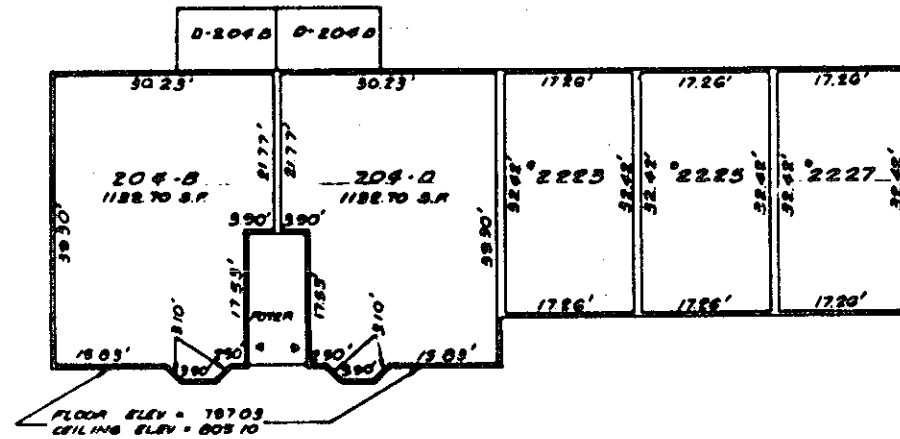
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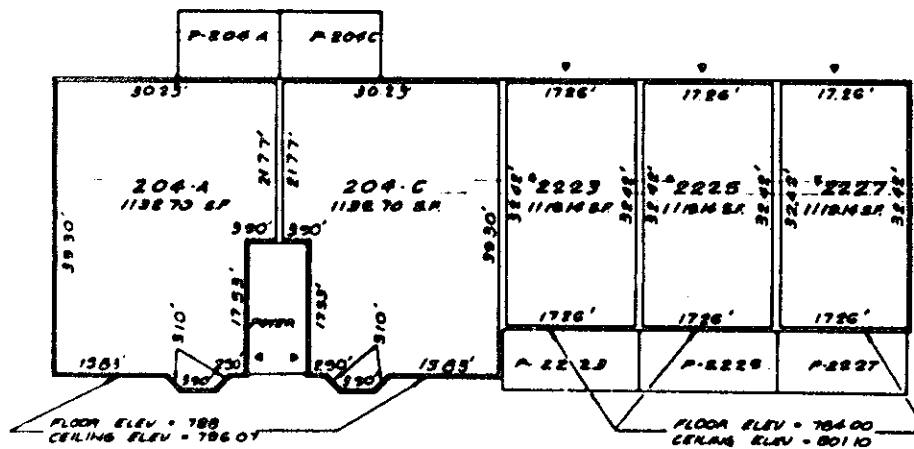


FIRST FLOOR

REVISED 7-10-01



SECOND FLOOR



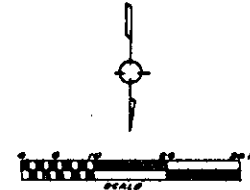
FIRST FLOOR

W DENOTES TWO-STORY
TOWNHOUSE UNITS
B DENOTES BAY ENTRANCES.

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

NOTES

1. PERIMETER LINES OF ALL UNITS FROM EXISTING DIMENSIONS AT POINTS OF INTERSECTION.
2. LINED FORMER PARKING AREA, STORAGES, PATIOS, PORCHES AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CORRESPONDING DIMENSIONS, FINISHING AREAS AND DENOTES BY PREFIX P. STORAGES BY PREFIX S, PATIOS BY PREFIX P, PORCHES BY PREFIX B, A. & BALCONIES BY PREFIX B.
3. ALL WALLS WHICH SEPARATE UNITS FROM EACH OTHER ARE 10" THICK CONCRETE.
4. THE PLANE OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.

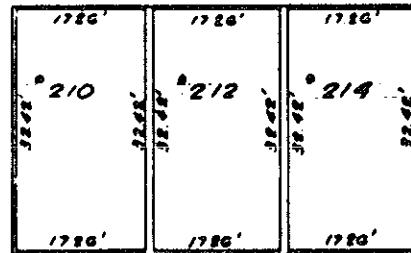


GROVER and ASSOCIATES, INC.
Consulting Engineers / Planners

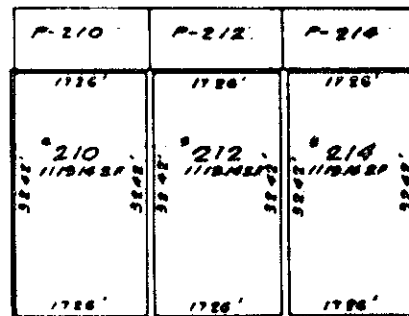
BUILDING "D"
UNIT NO.
204-A-D, 2223, 2225, 2227

EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
VILLA TANGLEWOOD

SHEET 6
8518



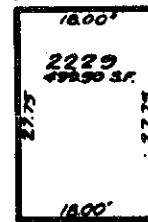
SECOND FLOOR



FLOOR ELEV. = 787.00
CEILING ELEV. = 804.10

FIRST FLOOR

• DENOTES TWO-STORY
TOWNHOUSE UNITS
Δ DENOTES UNIT ENTRANCES



FLOOR ELEV. = 810.03
CEILING ELEV. = 819.10

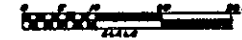
SECOND FLOOR



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

NOTES:

1. PERIMETER LINES OF ALL UNITS FROM FRONT WALLS AT POINTS OF INTERSECTIONS.
2. LIFTED PORCHES, PATIOS AND STAIRWAYS, PATIOS, PORCHES AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS AND CORRESPONDING UNITS ARE DENOTED BY PRE-FILE PS, STAIRWAYS BY PRE-FILE S, PATIOS BY PRE-FILE P, PORCHES BY PRE-FILE P, AND BALCONIES BY PRE-FILE B.
3. ALL WALLS BETWEEN UNITS FROM EACH OTHER ARE 10" THICK BRICKS.
4. THE PLACES OF THE WALLS ARE PROPORTIONATE TO THE PLAN OF THE FLOOR AND CEILING IN ALL UNITS.




GROVES and ASSOCIATES, P.C.
Consulting Engineers / Planners

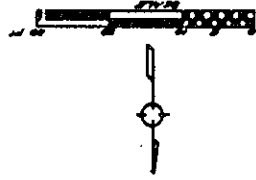
BUILDING "F" and "N"
UNIT NO.

EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
VILLA TANGLEWOOD

SHEET 2
#0316



CHRYSLER and ASSOCIATES, INC.
 Chrysler Building / New York

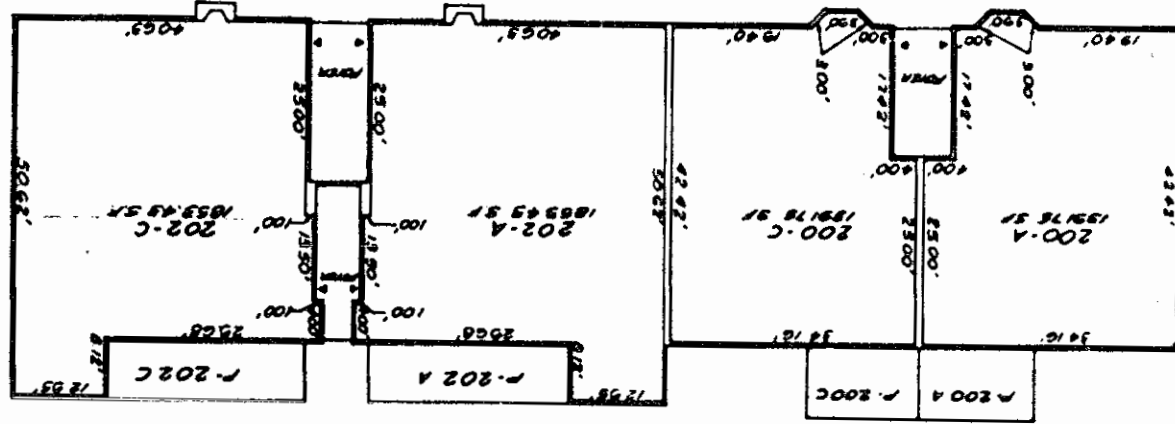
[illegible]

RECEIVED MEMORANDUM
ALL OF PART OF THE TEXT OF THE
WAS NOT ELABORATELY LISTED FOR SATISFACTION
INFORMATION

[illegible]

Floor plan of the second floor. The plan shows a central corridor labeled 'CORR' with a width of 17'3". To the left of the corridor is a large room labeled '220-D' with dimensions 39'30" x 115'8"5". To the right of the corridor are three smaller rooms: '220-B' (39'30" x 115'8"5"), '218' (32'0" x 17'8"), '216' (32'6" x 17'8"), and '214' (32'6" x 17'8"). The plan also shows a 'FLOOR ELEV. - 605.05' and a 'CEILING ELEV. - 11.11'.

10200 - 1275 94727
00761 - 1275 40021



200 A-D, 202 A-D
BUILDING "H"
UNIT NO.
EXHIBIT "B"
CONDOMINIUM DECLARATION
FOR
WILLA TANGLETWOOD

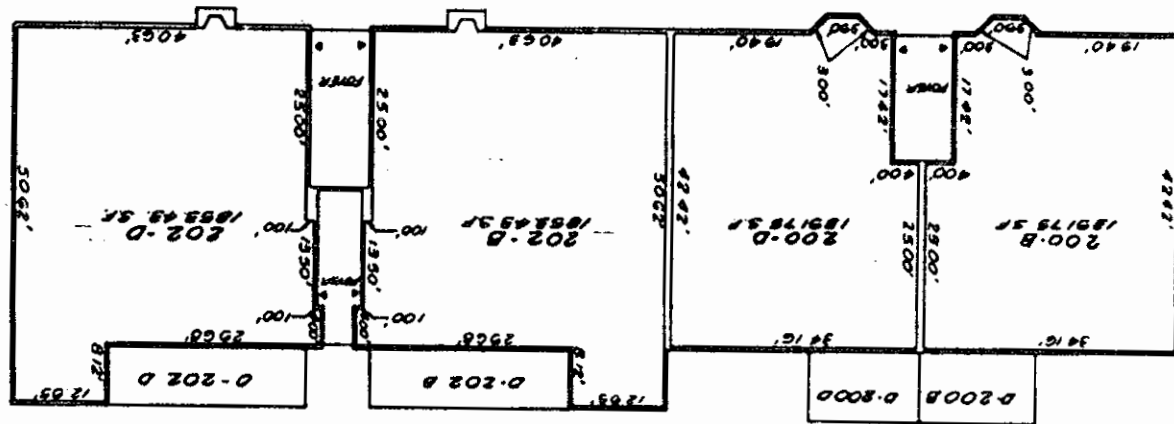


CONOVER and ASSOCIATES, INC.
Contracting Engineers / Planners

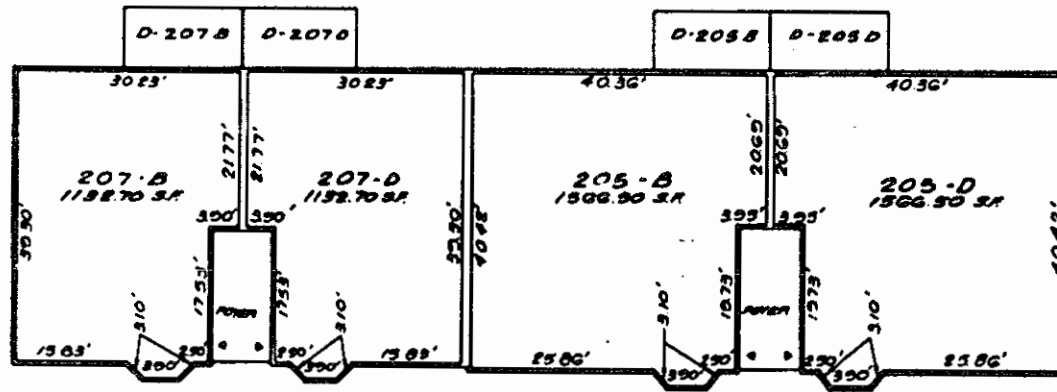


SECOND FLOOR

FLORIAN BLER - 1272 40074
FLORIAN BLER - 911 10

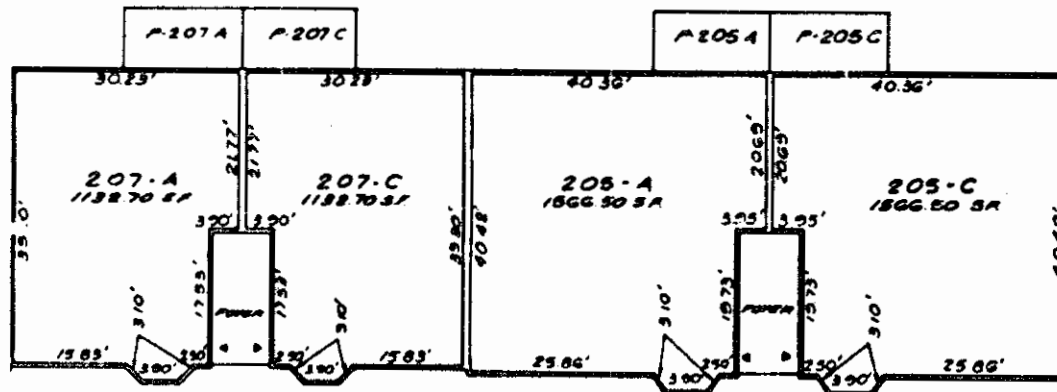


MEMORANDUM FOR THE RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
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REPRODUCTION



FLOOR ELEV. - 810.08
CEILING ELEV. - 818.10

SECOND FLOOR



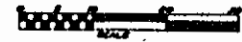
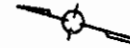
FLOOR ELEV. - 801.00
CEILING ELEV. - 809.07

FIRST FLOOR

RENUMBER'S MEMORANDUM:
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
REPRODUCTION

NOTES

1. PERIMETER LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTIONS.
2. LIMITED COMMON AREAS ARE: STAIRWAYS, LITING, PORCHES AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH EXCEPTED AREAS. STAIRWAYS ARE ASSIGNED TO UNITS WITH EXCEPTED AREAS. STAIRWAYS ARE ASSIGNED TO UNITS WITH EXCEPTED AREAS. STAIRWAYS ARE ASSIGNED TO UNITS WITH EXCEPTED AREAS.
3. ALL HALLS AREN BETWEEN UNITS FROM EACH OTHER ARE 10' MINIMUM OVERALL.
4. THE PLANS OF THE HALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.

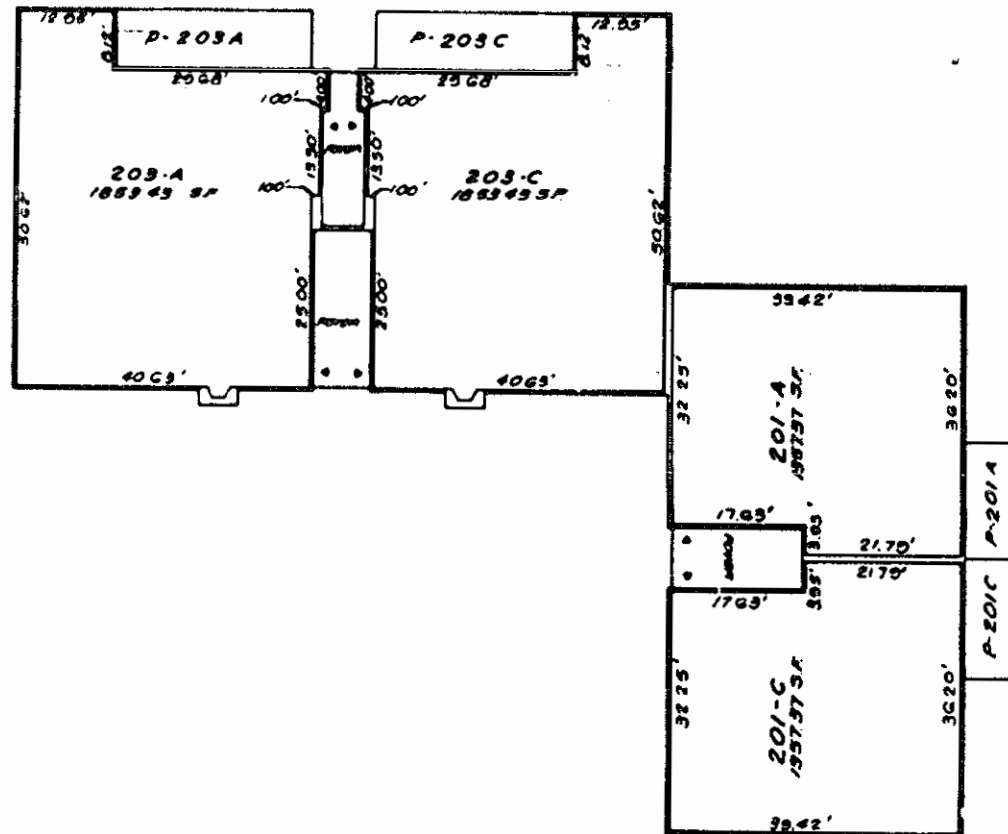


CROVER, and ASSOCIATES, INC.
Consulting Engineers / Planners

BUILDING "J"
UNIT NO.
205 A-D, 207 A-D

EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
VILLA TANGLEWOOD

RECORDER'S MEMORANDUM:
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RECORDATION



FLOOR ELEV. - 801.00
CEILING ELEV. - 809.07

FIRST FLOOR

NOTES:

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



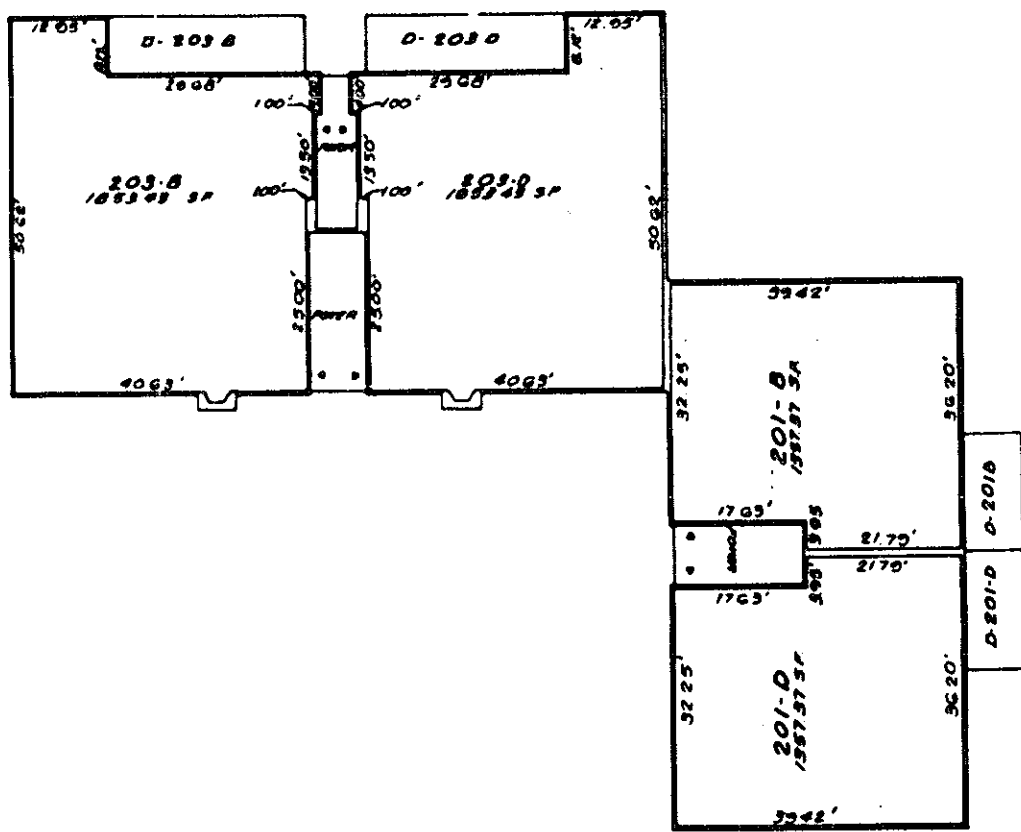
OROVER and ASSOCIATES, INC.
Consulting Engineers / Planners

BUILDING "K"
UNIT NO.
201A, 201C, 203A, 203C

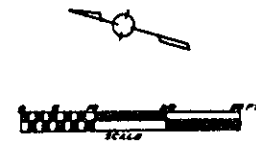
EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
VILLA TANGLEWOOD

14
SHEET 14
N 03/10

RECORDING'S MEMORANDUM TO
ALL OR PARTS OF THE TEXT UP TO THIS PAGE
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RECORDATION



- NOTES:
1. PERIMETER LINES OF ALL UNITS FORM RIGHT ANGLES AT POINTS OF INTERSECTIONS.
 2. COMMON CHASES, STAIRS, HALLS, ELEVATORS, PORCHES, AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS AS SHOWN. FURNISHINGS, PLUMBING, HEATING AND COOLING ARE SHOWN BY THE UNIT NO. STAIRS BY PREFIX 'S', PATIOS BY PREFIX 'P', PORCHES BY PREFIX 'P', AND BALCONIES BY PREFIX 'B'.
 3. ALL UNITS HAVE SEPARATE ENTRIES FROM EACH OTHER AREA THROUGH DOORWAYS.
 4. THE PLANS OF THE WALLS ARE PERPENDICULAR TO THE PLANS OF THE FLOOR AND CEILING IN ALL UNITS.



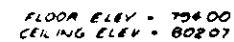
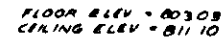
GROVES and ASSOCIATES, INC.
Consulting Engineers / Planners

BUILDING "K"
UNIT NO.
201B, 201D, 203B, 203D


EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
VILLA TANGLEWOOD

FLOOR ELEV. = 810.03
CEILING ELEV. = 818.10

SECOND FLOOR



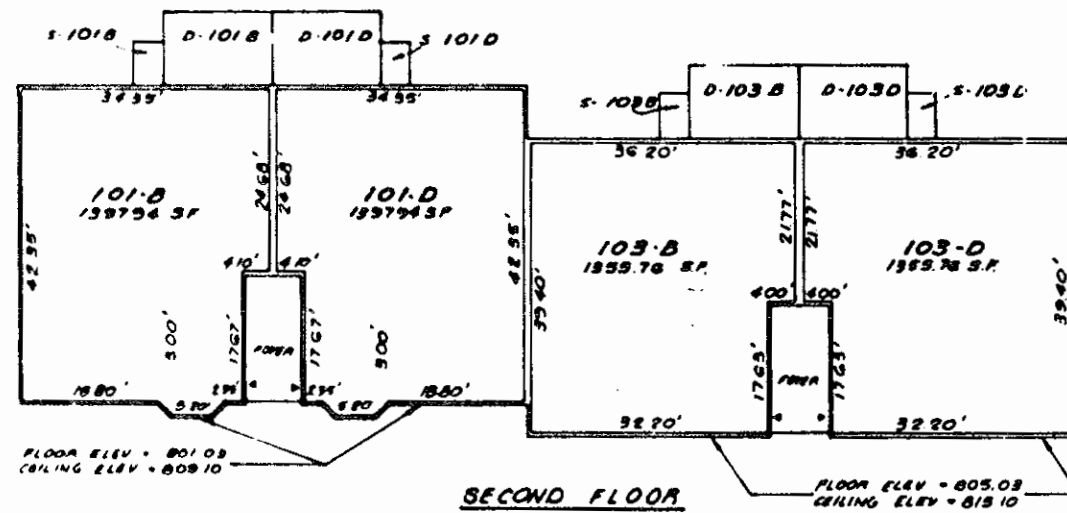
FIRST FLOOR



GROVE and ASSOCIATES, INC.
Consulting Engineers / Planners

BUILDING "L"
UNIT NO.
105 A-B, 107 A-B, 109 A-B

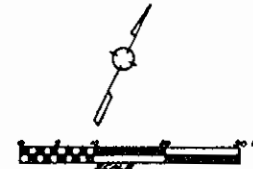
EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
VILLA TANGLEWOOD



RECORDER'S MEMORANDUM:
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RECORDATION

NOTES:

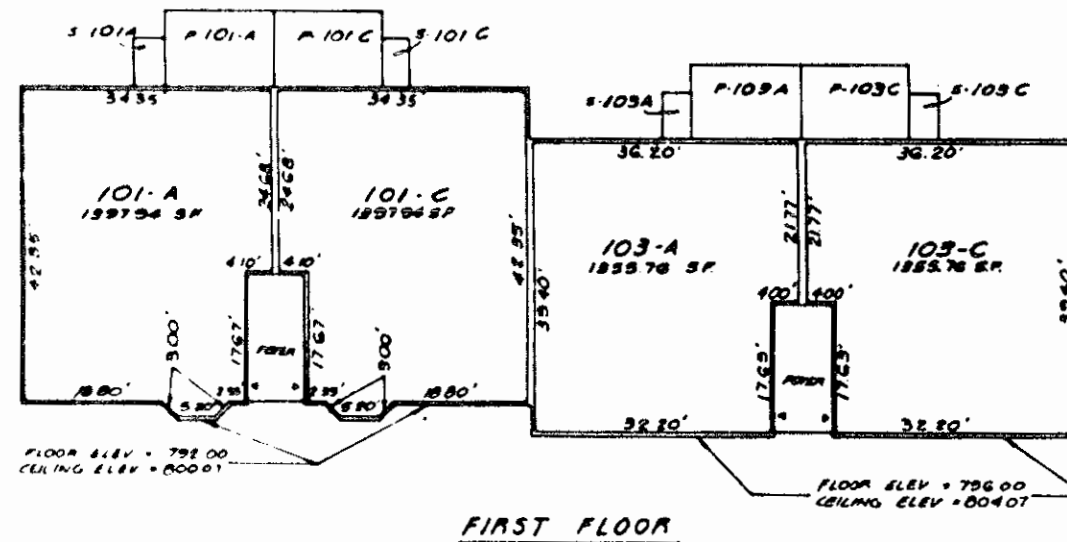
1. PERIMETER LINES OF ALL UNITS SHALL BE AT POINTS OF INTERSECTION.
2. LIMITED COMMON AREAS, STAIRS, ELEVATORS, PORCHES, AND BALCONIES ARE ASSIGNED TO PARTICULAR UNITS WITH CORRESPONDING NUMBERS. PARKING SPACES ARE DESIGNATED BY PREFIX "P", STAIRS BY PREFIX "S", PORCHES BY PREFIX "P", AND BALCONIES BY PREFIX "B".
3. ALL ANGLES BETWEEN SEPARATE UNITS FROM EACH OTHER ARE 10° THREE DECIMALS.
4. THE PLANS OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS.



GROVES and ASSOCIATES, INC.
Civil, Structural, Mechanical, Electrical, and Plumbing Engineers

BUILDING "M"
UNIT NO.
101 A-D, 103 A-D

EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
VILLA TANGLEWOOD



August 24, 1983

EXHIBIT "C"
TO THE
CONDOMINIUM DECLARATION
VILLA TANGLEWOOD

CONDOMINIUM UNIT	BUILDING	UNDIVIDED PERCENTAGE
102	A	0.9904
104	A	0.9904
106-A	A	1.2317
106-B	A	1.2317
106-C	A	1.2317
106-D	A	1.2317
108-A	B	1.2013
108-B	B	1.2013
108-C	B	1.2013
108-D	B	1.2013
110-A	B	1.3863
110-B	B	1.3863
110-C	B	1.3863
110-D	B	1.3863
112	C	0.9904
114	C	0.9904
116-A	C	1.0024
116-B	C	1.0024
116-C	C	1.0024
116-D	C	1.0024
204-A	D	1.0024
204-B	D	1.0024
204-C	D	1.0024
204-D	D	1.0024
2223	D	0.9904
2225	D	0.9904
2227	D	0.9904
206-A	E	1.0024
206-B	E	1.0024
206-C	E	1.0024
206-D	E	1.0024
208-A	E	1.0024
208-B	E	1.0024
208-C	E	1.0024
208-D	E	1.0024
210	F	0.9904
212	F	0.9904
214	F	0.9904

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August 24, 1983

EXHIBIT "C"
TO THE
CONDOMINIUM DECLARATION
VILLA TANGLEWOOD

216	G	0.9904
218	G	0.9904
220-A	G	1.0024
220-B	G	1.0024
220-C	G	1.0024
220-D	G	1.0024
200-A	H	1.2317
200-B	H	1.2317
200-C	H	1.2317
200-D	H	1.2317
202-A	H	1.6403
202-B	H	1.6403
202-C	H	1.6403
202-D	H	1.6403
207-A	J	1.0024
207-B	J	1.0024
207-C	J	1.0024
207-D	J	1.0024
205-A	J	1.3863
205-B	J	1.3863
205-C	J	1.3863
205-D	J	1.3863
203-A	K	1.6403
203-B	K	1.6403
203-C	K	1.6403
203-D	K	1.6403
201-A	K	1.2013
201-B	K	1.2013
201-C	K	1.2013
201-D	K	1.2013
109-A	L	0.9282
109-B	L	0.9282
107-A	L	1.6193
107-B	L	1.6193
107-C	L	1.6193
107-D	L	1.6193
105-A	L	0.9282
105-B	L	0.9282
101-A	M	1.2372
101-B	M	1.2372
101-C	M	1.2372
101-D	M	1.2372
103-A	M	1.1998
103-B	M	1.1998
103-C	M	1.1998
103-D	M	1.1998
2222	N	<u>0.4438</u>
		100.00

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