When Recorded. Return to:
Homtex Corp., a Texas corporation
15900 La Cantera Parkway
Suite 20255
San Antonio, Texas 78256

DECLARATION

OF

ORO CREEK AT VANCE JACKSON CONDOMINIUMS

ARTICLE 1

SUBMISSION: DEFINED TERMS

1.1 Submission of Real Estate. Homtex Corp., a Texas corporation (the "Declarant"), owner in fee simple of the real estate described in Section 2.2 below located in Bexar County, Texas, hereby submits the real estate, together with all easements, rights, and appurtenances thereto and the buildings and improvement erected or to be erected thereon (collectively, the "Property") to the provisions of Chapter 82 of the Texas Property Code, known as the Texas Uniform Condominium Act (the "Act").

1.2 Defined Terms. Each capitalized term not otherwise defined in this Declaration or in the Plats or Plans shall have the meaning specified or used in the Act.

1.3 The Property constitutes a condominium project (the "Project") within the meaning of the Act The formal name of the Project is the "Oro Creek at Vance Jackson Condominiums."

1.4 Declarant intends and desires to establish by this Declaration a plan of ownership for the Project. The plan consists of individual ownership of residential condominium units (the "Units"), and an interest in the real property on which the Units are located. The Project shall be divided into no more than twenty-one (21) Units, which shall consist of two Units in each of the buildings located within the Project (a "Building") with one (1) Unit comprising one Building, except at otherwise provided for in this Declaration.

1.5 The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the "Owners").

1.6 Therefore, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in the interest of the Owners.

ARTICLE 2

NAMES: DESCRIPTION OF REAL ESTATE

2.1 Names.

(a) Condominium. The name of the Condominium is **Oro Creek at Vance Jackson Condominiums**.

(b) Association. The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of an organization of Owners (herein the "Association"), as more particularly set forth herein. The formal name of the Association is the "**Oro Creek Property Owners Association, Inc., A Texas Non-Profit Corporation**"

2.2 Real Estate. The Condominium is located in Bexar County, Texas. The real estate of the Condominium is described in **Exhibit "B"** attached hereto.

ARTICLE 3

THE ASSOCIATION

3.1 Authority. The business affairs of the Condominium shall be managed by the Association, acting through its board of directors (the "Board"). The Association shall be governed by its Bylaws, its Rules and Regulations, and the applicable terms of this Declaration, as amended from time to time (the "Documents").

3.2 Powers.

(a) The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominium.

(b) The Association may assign its future income, including its rights to receive common expense assessments, only by the affirmative vote of Unit owners of Units to which at least fifty-one percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

3.3 Declarant Control. The Declarant shall have all the powers reserved in Section 82.103(c) of the Act to appoint and remove officers and members of the Board, unless otherwise provided in this Declaration.

3.4. Assessments. "Assessment" means any charge levied against a Unit or Owner by the Association, pursuant to the Documents, the Act, or applicable law, including but not limited to Regular Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments as defined in this Article of this Declaration. The Association will use Assessments for the general purposes of preserving and enhancing the Project, and for the benefit of Owners, including but not limited to maintenance of real and personal property, management, and operation of the Association, and any expense reasonably related to the purposes for which the Association was formed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

3.5. Personal Obligation. An Owner is obligated to pay Assessments levied by the Board against the Owner or the Owner's Unit. Payments are made to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person regarding any matter to which this Declaration pertains. No Owner may exempt itself from such Owner's liability for Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Owner's Unit. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Unit.

3.6 Types of Assessments. There are five (5) types of Assessments: Regular, Special, Individual, Utility and Deficiency Assessments

3.7 Regular Assessments.

(a) Purpose of Regular Assessments. Regular Assessments are used for Common Expenses related to the recurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

(i) Maintenance, repair, and replacement, as necessary, of the Common Elements, and Improvements, equipment, signage, and property owned by the Association.

(ii) Utilities billed to the Association, including those for water service that is connected to each Unit, it being agreed and acknowledged that the Association will bill each of the Units individually based on submeters installed for each Unit.

(iii) Services obtained by the Association and available to all Units.

(iv) Taxes on property owned by the Association and the Association's income taxes.

(v) Management, legal, accounting, auditing, and professional fees for services to the Association.

(vi) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.

(vii) Insurance premiums and deductibles.

(viii) Contributions to reserves.

(ix) Any other expense which the Association is required by applicable law or the Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Regime or for enforcement of the Documents.

(b) Annual Budget-Regular. The Board will prepare and approve an annual budget with the estimated expenses to be incurred by the Association for each fiscal year. The budget will take into account the estimated income and expenses for the year, contributions to reserves, and a projection for uncollected receivables. The Board will make the budget or a summary of the budget available to the Owner of each Unit, although failure to receive a budget or budget summary will not affect an Owner's liability for Assessments. The Board will provide copies of the budget to Owners who make written request and pay a reasonable copy charge.

(c) Basis of Regular Assessments. Regular Assessments will be based on the annual budget. Each Unit will be liable for its allocated share of the annual budget, taking into account such Units use of and access to the Common Elements as indicated in the initial Budget prepared by the Declarant. If the Board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners will continue to pay the Regular Assessment as last determined.

(d) Supplemental Increases. If during the course of a year the Board determines that Regular Assessments are insufficient to cover the estimated common expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Supplemental increases will be apportioned among the Units in the same manner as Regular Assessments.

3.8 Special Assessments. The Board may levy one or more Special Assessments against all Units for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserves. Special Assessments may be used for the same purposes as Regular Assessments. Special Assessments do not require the approval of the Owners, except that Special Assessments for the acquisition of real property must be approved by at least a Majority of the votes in the Association. Special Assessments will be apportioned among the Units in the same manner as Regular Assessments.

3.9 Individual Assessments. In addition to Regular and Special Assessments, the Board may levy an Individual Assessment against an Owner and the Owner's Unit. Individual Assessments may include, but are not limited to: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an Owner or the Owner's Unit into compliance with the Documents; (iii) fines for violations of the Documents; (iv) transfer-related fees and resale certificate fees; (v) fees for estoppel letters and copies of the Documents; (vi) insurance deductibles; (vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or residents of the Owner's Unit; (viii) Common Expenses that benefit fewer than all of the Units, which may be assessed according to benefit received; (ix) fees or charges levied against the Association on a per-Unit basis; and "pass through" expenses for services to Units provided through the Association and which are equitably paid by each Unit according to benefit received.

3.10. Utility Assessments. This Section applies to utilizes serving the Units and consumed by the Owner and/or Occupants that are billed to the Association by the utility provider, and which may or may not be sub-metered by or through the Association, including, but not limited to, water bills from the San Antonio Water System. The Board may levy a utility Assessment against each unity. The Board may allocate the Association's utility charges among the Units by any conventional and reasonable methods. The levy of a utility Assessment may include a share of the utilities for the Common elements, as well as administrative and processing fees, and an allocation of any other charges that are typically incurred in connection with utility or sub-metering services. The Board may, from time to time, change the method of utility allocation, provided the methos of allocation is reasonable.

3.11 Deficiency Assessments. The Board may levy a Deficiency Assessment against the Units for the purpose of defraying, in whole or in part, the cost of repair or restoration for the Common Elements if insurance proceeds or condemnation awards prove insufficient. Deficiency Assessments will be apportioned among the Units in the same manner as Regular Assessments.

3.12 Due Date. Regular Assessments are due annually, with the total annual Regular Assessments to be paid on the first calendar day of each calendar year or on such other date or frequency as the Board may designate in its sole and absolute discretion, and are delinquent if not received by the Association on or before such date. Special, Individual, and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Special, Individual, or Deficiency Assessment is given.

3.13 Reserve Funds. The Association may maintain reserves at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, replacement or major repair of components of the Common Elements, and deductibles on insurance policies maintained by the Association.

3.14 Declarant' s Right to Inspect and Correct Accounts. For a period of ten (10) years after termination or expiration of the Declarant Rights, Declarant reserves for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association financial records and accounts from the formation of the Association until the termination of the Declarant Rights.

The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Declarant. By way of illustration but not limitation, Declarant may find it necessary to recharacterize an expense or payment to conform to Declarant's obligations under the Documents or applicable law. This Section 3.13 may not be construed to create a duty for Declarant or a right for the Association, and may not be amended without Declarant's advance written consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to Declarant a right of access to the Association's books and records that is independent of the Declarant Rights or Declarant Special Rights.

3.15 Association's Right to Borrow Money. The Board is granted the right to borrow money on behalf of the Association, subject to the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Board has the right to encumber, mortgage, or pledge any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred by the Association.

3.16 Limitation of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by Applicable Law, the excess amount will be applied to the reduction of unpaid Assessments to which such excess interest was applied, or reimbursed to the Owner if those Assessments are paid in full.

ARTICLE 4

UNITS

4.1 Number of Units. The maximum number of Units in the Condominium is twenty-one (21). The Declarant hereby reserves the right to create additional Units beyond the maximum number as provided for in this Declaration and to divide the Units into one or more phases (each, a "Phase") as described in the Plat.

4.2 Identification of Units. The identification number of each Unit is shown on the Plats or Plans or both.

4.3 Unit Boundaries. The boundaries and identifying number of each Unit are shown on the Plat. The boundaries are further described as follows:

a. Upper and Lower Boundaries: The upper horizontal boundary of each Unit is the horizontal plane formed by the bottom or inside surface of the roof sheathing in the Unit. The actual shingle or exterior portion of the roof is a Limited Common Element. The lower horizontal boundary of each Unit is the horizontal plan formed by the uppermost surface of the unfinished concrete on the ground floor of the Unit. The actual concrete slab is a Limited Common Element and anything on top of the slab or affixed to the unfinished concrete slab is part of the Unit.

b. Perimeter Boundaries.

1. For portions of a Unit which adjoin an exterior wall of a Building, the lateral boundaries are planes which extend from the lower horizontal boundary of the Unit to the upper

horizontal boundary of the Unit defined by the outside facing surfaces of the brick veneer, siding, stucco or other material comprising the outermost component of the exterior wall and by the outside facing surface of the outermost component of the doors and windows such that all of the Improvement are a part of the Unit. All doors and windows servicing a single Unit are part of that Unit. In addition, as provided for in the Plat, the boundary of the rear of each Unit shall extend to the back of the fence enclosing the yard area and for that side of the Unit facing the adjacent Building, the boundary of the Unit shall be an area three feet (3') from the outside of the exterior wall.

2. For portions of the Unit which adjoin a wall separating the Unit form another Unit, the vertical plane created by the centerline of such wall, extending from the lower horizontal boundary of the Unit to the upper horizontal boundary of the Unit.

4.4. Unit Living Area. The space contained withing the Unit's vertical and horizontal boundaries is not related to the size of the Unit's living areas. Each Unit shall consist of all improvements within the allocated areas, which are shown on the Plats and or Plans (the "Improvements"). Similarly, the Units may be initially disclosed on the basis of intended floorplans, each of which is marked with any estimate of size derived from architectural drawings. Those marketing sizes may vary from the actual size contained with the boundaries.

4.5. Units Generally. If the foregoing description of the Unit boundaries is inconsistent with the Plat, this this Section 4 will control. It is the express intent of the Declarant that the property described as being part of the Unit shall for all purposes herein by treated as and constitutes a lawfully described "Unit" as that term is defined in the Act. In the event that there is a final judicial determination by a court of competent jurisdiction that the boundaries of a Unit or any portion thereof are so indefinity and vague so as to create a legally constituted "Unit" within the meaning of the Action, then that portion of the Unit that has not been adequately described shall be severed from the property deemed as part of the Unit (if the remainder of the Unit, excluding the severed portion thereof, constitutes a properly described "Unit" under the Act) and shall thereafter be deemed a Limited Common Element reserved to the exclusive use of said Unit, subject to the rights and obligations of other Owners' with respect to said property.

4.4 What a Unit Includes. Each Unit includes the spaces and Improvements within the vertical and horizontal boundaries defined in Section 4.3 above, including without limitation, any windows, window screens and frames, exterior doors, door hardware, or garage doors (as applicable), and all of the other Improvements located within the Unit. Each Unit also includes Improvements, fixtures and equipment serving Unit exclusively, whether located inside or outside the Unit, whether or not attached to or contiguous with the Unit, including but not limited to, the following, if any: water heaters, solar systems, HVAC, utility meters, fuse boxes, electoral switches, wiring pipes, ducts conduits, smoke detectors, security systems, TV antennas, lighting fixtures, telephone and electrical receptables, and skylights. Expect as specially included above, each Unit excludes the spaces and improvements lying outside of the vertical and horizontal boundaries. Each Unit also excludes any chute, pipe, flue, duct, wire, or conduit running through a Unit for the purposes of furnishing utility and similar services to other Units or Common Elements.

5.4 NOTICE. **Although a Unit resembles a platted lot, a Unit as herein defined does not include land, the conveyance of a Unit is not a "metes and bounds" conveyance of land and the creating of a Unit does not constitute a subdivision of land. Rather, each Unit is the surface of a designated piece of land and all that exists above the surface for 50' and anything below the surface that serves to support the above-surface Improvements.**

ARTICLE 5

LIMITED COMMON ELEMENTS

5.1 Limited Common Elements.

(a) A Limited Common Element ("LCE") means a portion of the Common Elements, designated in this Declaration, or on the Plats and/or Plans, or by the Act, for the exclusive use of one or more but fewer than all of the Units. A demising wall between any two adjoining Units in a single building, the shared roof structure and foundation serving two Units in any single building shall be designated as a Limited Common Element for the Units in such Building and the obligation to maintain such Limited Common Element shall be the solely that of the owners of the Units served by the Limited Common Elements. A Unit owner's "exclusive" use may be modified as described herein, or in the Plat, to allow for certain limited uses, such as pedestrian access, by all Unit owners. However, where there is Limited Common Element parking allocated to a Unit, the right to park in the allocated area is in no way limited by pedestrian access rights. All Limited Common Elements are allocated to particular Units as show in the Plat ("Exhibit A").

(b) Unless otherwise provided in this Declaration, the portions of the buildings described in Sections 82.052(2) and 82.052(4) of the Act are designated as Limited Common Elements.

5.2 Allocated of Reserved Limited Common Elements.

(a) Portions of the Common Elements are marked on the Plats and/or Plans as Common Elements, which may be allocated as Limited Common Elements. These portions of the Common Elements include, without limitation, vehicle parking areas, portions of the buildings that may be used for storage purposes, and others.

(b) The Declarant reserves the right to allocate specified areas which constitute a part of these Common Elements as Limited Common Elements for the exclusive use of the Unit owners of Units to which these specified areas shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Element areas pursuant to the provision of Section 82.058 of the Act (i) by maintaining such an allocation in recorded instrument or (ii) in the deed to the Unit to which such Limited Common Element area shall be appurtenant or (iii) by recording an appropriate amendment to this Declaration. Such allocations by the Declarant may be to Unit owned by the Declarant. Subsequent to the Declarant Control Period, the right of allocation pursuant to this Section shall pass from Declarant to the Board and the Declarant may not thereafter exercise any such right.

5.3 Allocation of Specified Common Elements. The Board may designate parts of the Common Elements from time to time for use by less than all of the Unit owners or by nonowners for specific periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board. Any such designation by the Board shall not be a sale or disposition or such portions of the Common Elements.

ARTICLE 6

ALLOCATED INTERESTS

6.1 Allocated Interests. The undivided interest in the Common Elements, liability for common expenses, and the votes in the Association allocated to each Unit are set forth in **Exhibit "C"** attached hereto.

6.2 Determination of Allocated Interests. The interests allocated to each Unit have been calculated as follows:

(a) With respect to the undivided interest in Common Elements, on the basis of the number of Units

(b) With respect to the percentage of liability for common expenses, on the basis of the number of Units; and

(c) With respect to the number of votes in the Association, on the basis of the number of Units.

6.3 Unit Owners Obligations for Ad Valorem (Property) Taxes. **Each Unit Owner understands that the taxing authorities may have already made appraisals and/or sent property tax bills for the year in which this Declaration is recorded, and as such there may be a delay in time prior to each Unit receiving a separate appraisal and/or property tax bill. Therefore, each Unit Owner shall be responsible for the payment of any and all property taxes that accrue for his or her Unit that are billed to the Project, the Association, the Declarant or another Unit Owner.** If it is not clear from the taxing authority the amount of each Unit's obligation, each Unit's obligation shall be the percentages as set forth in **Exhibit "C."** Each Unit owner is liable for the Unit owner's share of the taxes for the value of the land per the percentage provided in **Exhibit "C"** to this Declaration for undivided interests in common elements. This provision applies regardless of the name in which the tax account is held. If any Unit Owner fails to make timely payment of any property taxes for which he or she is obligated, that Unit Owner additionally has the responsibility and obligation to reimburse any third party, the Association or any other Owner who pays property taxes assessed to a Unit for a time period in which such Unit Owner owned the Unit, including but not limited to any penalties, late fees and/or interest assessed by a taxing authority.

ARTICLE 7

RESTRICTIONS ON USE, ALIENATION, AND OCCUPANCY

7.1 Use Restrictions. Subject to the Special Declarant Rights reserved by the Declarant, the Units shall be used or occupied exclusively for single family residential purposes.

7.2 Restriction on Sale. The right of a Unit owner to sell, transfer or otherwise convey the owner's Unit shall not be subject to any right of first refusal or similar restriction. The Unit owner may transfer the Unit free of any such restriction.

ARTICLE 8

EASEMENTS, LICENSES AND OTHER MATTERS OF RECORD

8.1 Recording Data. All easements, licenses and other matters of record to which the Condominium is presently subject are recited in **Exhibit "D"** attached hereto. In addition, the Condominium may be subject to other easements or licenses hereafter granted by the Declarant pursuant to Section 12.1 of this Declaration.

8.2 Ingress & Egress. A Unit owner shall have the right of ingress to and egress over, though, and across the Common Elements adjacent and contiguous to such Unit as depicted on **Exhibit "A"** from the owner's Unit. Such right is perpetual and appurtenant to the Unit ownership.

8.3 Other Easements. A Unit Owner shall be allowed reasonable access to the other Unit's Limited Common Elements for any purpose reasonably related to a remodel, alteration or addition to a Unit or

Limited Common Element, including but not limited to access for permitting, surveying, inspections, access to utilities, and /or the drafting of plans.

8.4 Owner's Maintenance Easement. Each Owner is hereby granted an easement over and across any adjoining Unit and Common Elements to the extent reasonably necessary to maintain or reconstruct such Owner's Unit, subject to the consent of the Board and the consent of the Owner of the adjoining Unit, or the consent of the Board in the case of Common Elements, and provided that the Owner's use of the easement granted hereunder does not damage or materially interfere with the use of the adjoining Unit or Common Element. Requests for entry into an adjoining Unit must be made to the Board and the Owner of such Unit in advance. The consent of the adjoining Unit Owner will not be unreasonably withheld; however, the adjoining Unit Owner may require that access to its Unit be limited to Monday through Friday. Access to the Common Elements for the purpose of maintaining or reconstructing any Unit must be approved in advance and in writing by the Board. The Board may require that the Owner abide by additional reasonable rules with respect to use and protection of Units and the Common Elements during any such maintenance or reconstruction. If an Owner damages an adjoining Unit or Common Element in exercising the easement granted hereunder, the Owner will be required to restore the Unit or Common Element to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Owner is notified in writing of the damage by the Board or the Owner of the damaged Unit.

8.5 Association's Access Easement. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements and the Owner's Unit and all Improvements thereon for the following purposes:

(i) To perform inspections and/or maintenance that is permitted or required of the Association by the Documents or by Applicable Law.

(ii) To perform maintenance that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance.

(iii) To enforce the Documents.

(iv) To exercise self-help remedies permitted by the Documents or by Applicable Law.

(v) To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.

(vi) To respond to emergencies.

(vii) To perform any and all functions or duties of the Association as permitted or required by the Documents or by Applicable Law.

ARTICLE 9

AMENDMENT OF DECLARATION

9.1 Permitted Methods. Any amendment to this Declaration must be adopted in accordance with Section 82.067(a) of the Act, unless otherwise provided as follows:

(a) The consent of owners of Units to which at least seventy-five percent (75%) of the votes in the Association are allocated and the approval of the eligible holders of first mortgages on Units to

which at least seventy-five percent (75%) of the votes of Units subject to a mortgage appertain, shall be required to terminate the Condominium regime.

(b) The consent of owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of the eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to materially amend any provisions of the declaration, bylaws, or equivalent documents of the Condominium, or to add any material provisions thereto, including, but not limited to, amendments 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 elements;
(4) Insurance or Fidelity Bonds;
(5) Rights to use of the common elements;
(6) Responsibility for maintenance and repair of the several portions of the Condominium;
(7) Expansion or contraction of the Condominium regime or the addition, annexation or withdrawal of property to or from the regime;
(8) Boundaries of any Units;
(9) The interests in the Common Elements or Limited Common Elements;
(10) Convertibility of Units into Common Elements or of Common Elements into Units.
(11) 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 in the Condominium;
(12) Establishment of self-management by the Condominium Association where professional management has been required.

(c) The consent of the owners of Units to which at least seventy-five percent (75%) of the votes in the Association are allocated and the approval of the eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to amend any provisions included in the declaration, bylaws or equivalent documents of the Condominium which are for the express benefit of holders or insurers of first mortgages on Units in the Condominium.

(d) For first mortgagees to be eligible holders under this Article, they must record a deed of trust or other instrument in the Official Records of Bexar County, Texas in accordance with the provision of Article 16.

(e) The foregoing provision do 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 the Declaration, or to a reallocation of interests in the Common Elements which might occur pursuant to any plan of expansion or phased development previously approved by the relevant government agencies, lien holders, or mortgage insurers, to the extent such approval was required.

(f) Implied approval of an amendment to the Declaration, bylaws or other governing documents, shall be assumed when an eligible holder of a mortgage fails to submit a response to any written proposal for amendment within sixty (60) days after it received proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

ARTICLE 10

PLAT

10.1 Plat Plans. Attached to this Declaration as Exhibit "A" is the plat of the Condominium (the "Plat).

ARTICLE 11

RECONSTRUCTION AFTER LOSS

11.1 Obligation to Rebuild. In the event of a casualty to the Condominium, the Association shall rebuild or repair according to Section 82.111(i) of the Act, unless otherwise provided in the Declaration.

ARTICLE 12

SPECIAL DECLARANT RIGHTS AND DEVELOPMENT RIGHTS

12.1 Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

(a) The right to complete or make improvements indicated on the Plats and/or Plans on unsold Units and Common Elements only;

(b) The right to maintain sales offices, management offices, leasing offices, and models in unsold Units or on the Common Elements;

(c) Exercise any Development Right;

(d) The right to maintain signs on the Condominium to advertise Units in the Condominium for sale;

(e) The right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligation under the Act and this Declaration;

(f) The right to appoint or remove any officer of the Association or any director consistent with the Act; and

(g) The right to amend this Declaration and any other governing documents, without consent of other Unit owners, or any mortgagee, for the limited purpose of meeting the requirements, standards, or recommended guidelines of a lender in order to enable an institutional or governmental lender to make, purchase or insure mortgage loans on the Units.

12.2 Development Rights. The Declarant shall have the following Development Rights:

(a) Create Units, Common Elements or Limited Common Elements within the Condominium and to designate and revise Phases, Units, or both;

(b) Withdraw real property from the Condominium; and

(c) Exercise any other development rights permitted to be exercised by the Declarant under the Act, including the ability to add real property to the Condominium.

12.3 Declarant Rights.

(a) The Declarant shall relinquish all special rights, expressed or implied, through which the Declarant directly or indirectly controls, directs, modifies, or vetoes any action of the Association, its executive board, or a majority of Unit owners, and control of the Association shall pass to the owners of the Units within the project, not later than the earlier of the following:

(1) One hundred and twenty (120) days after the date by which seventy-five (75) percent of the Units have been conveyed to Unit purchasers, or

(2) Five (5) years following the first conveyance to a Unit purchaser.

(b) The foregoing requirements shall control regardless of any provision otherwise in the Condominium constituent documents. The foregoing requirements shall not affect the Declarant's rights, as a Unit owner, to exercise the votes allocated to Units which it owns.

(c) Within twelve (12) months from the date of the conveyance of the first Unit, Declarant should provide for and foster early participation of Unit owners in the management of the Condominium by holding regular meetings of the Association and by opening the Board to Unit owner participation.

(d) Notwithstanding the terms of Section 12.3 and the terms of Exhibit C, so long as Declarant owns a Unit, then Declarant shall have five (5) votes for each Unit for purposes of voting within the Association.

ARTICLE 13

INTEREST RATE

13.1 Interest on Delinquent Assessments. In the event of default in the payment of any monetary obligation to the Association, an owner shall be obligated to pay interest on the principal amount, from the due date, at a rate to be determined, from time to time, by the Board, not to exceed the maximum permitted by law.

13.2 Default Interest Rate. If the Board shall refuse or fail, from time to time, to determine a rate of interest, the rate of interest shall be eighteen percent (18%) per annum.

13.3 Delinquent Assessments. Delinquent assessments shall not pass to successors in title or interests to a Unit, unless assumed by the Unit owner to whom the Unit is conveyed, or required by applicable law.

ARTICLE 14

MAINTENANCE, REPAIR AND REPLACEMENT

14.1 Limited Common Elements. The Unit owner of a Unit to which any Limited Common Elements described in the Plat and/or Plans are allocated shall be responsible for the maintenance, repair and replacement of those Limited Common Elements, at such Unit owner's sole cost and expense, including, but not limited to, the lawn and landscaping, roof, foundation and demising walls designated as Limited Common Elements. The landscaping shall be kept reasonably aesthetically pleasing.

14.2 Expense Allocation. Any common expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed equally against the Units to which the Limited Common Element is assigned.

14.3 Common Elements. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements. The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that : (i) such maintenance responsibilities is assigned to an Owner under this Declaration; (ii) such maintenance responsibility is assumed by an Owner and such assumption is approved by the Board; or (iii) such property is dedicated to any local, state or federal

government or quasi-governmental entity; provided, however, that in connection with any such assumption as provided in (ii) or (iii), the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant that is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or Occupant and the Owner and Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. If the Association assigns any portion of its maintenance responsibilities to an Owner as permitted by the Documents, the Association will perform any such assigned obligations if not timely performed by Owner.

The Association shall not be liable for injury or damage to Person or property caused by the elements or by the Owner or Occupant of any Unit or any other Person or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner or Occupant of a Unit has but the Association on written notice of a specific leak or flow from any portion of the Common Elements and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to any Owner or Occupant 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 Element or any Unit. The Association shall not be liable to any Owner or Occupant, for any damage or injury cased in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities, No diminution or abatement of Assessments shall be claimed or allowed by reason or any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Documents or for inconvenience or discomfort arising from the making of repair or improvements which are the responsibility of the Association or from any action taken by the Association to comply with any Applicable Law.

14.4 Units. Each Unit owner shall maintain and keep in repair the interior of such Unit owner's Unit and the features thereof, including, but not limited to, sidewalks, the driveway, landscaping, the patio and rear yard area and the surrounding fence, and other such features. Every Owner has the following responsibilities and obligation of the maintenance, repair and replacement of the Unit:

a) To maintain, repair, and replace the Owner's Unit and any and all Limited Common Elements exclusively serving the Owner's Unit, except for components expressly assigned to the Association by this Declaration

b) The routine cleaning of any patio and yard area of the Owner's Unit, if any, keeping the same in a neat, clean, odorless, orderly and attractive condition.

c) To maintain, repair, and replace all portions of the Property for which the Owner is responsible under this Declaration or by agreement with the Association.

d) To not do any work or to fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of any of the Improvements, reduce the value thereof, or impair any easement or real property right thereto.

e) To be responsible for such Owner's own willful or negligent acts and those of the Owner or Occupant's family, guest, agents, employees, or contractors when those acts necessitate maintenance, repair or replacement of Common Elements, the property of another Owner, or any component of the Property for which the Association has maintenance or insurance responsibilities.

14.5 Disputes. If a dispute arises regarding the allocation of maintenance responsibilities pursuant to the Documents, the dispute will be resolved by the Board. Unit maintenance responsibilities that are allocated to the Association are intended to be interpreted narrowly to limit and confine the scope of Association responsibility. It is the intent of this Article that all components and areas not expressly delegated to the Association are the responsibility of the individual Owners unless otherwise approved by the Board.

14.6. Sheetrock. Notwithstanding anything to the contrary in the Documents, the Association is not responsible for the repair and replacement of sheetrock in any Unit, or for any surface treatments on the sheetrock, regardless of the source of damage and the availability of insurance. This provision is provided for the benefit of the Association and is warranted by the difficulty of scheduling interior sheetrock work and the possibility that the Owner may not be satisfied with the quality or appearance of spot repairs. If the Association receives insurance proceeds for sheetrock damage to a Unit and chooses to not perform the repairs, the Owner of the damaged Unit is entitled to the proceeds in exchange for written confirmation of the damage and a release from future claims for such damage.

14.7. Owner's Duties relating to Mold. To reduce the risks associated with concentrations of mold, Owners should be proactive in preventing circumstances conducive to mold, identifying mold, and eliminating mold. Towards that end, each Owner is responsible for:

(i) regularly inspecting the entire Unit for evidence of water leaks or penetrations or other conditions which may lead to mold growth;

(ii) repairing promptly any water leaks, breaks, or malfunctions of any kind in the Unit that may cause damage to another Unit or Common Element;

(iii) regularly inspecting the entire Unit for visible surface mold and promptly removing same using appropriate procedures; and

(iv) reporting promptly to the Association any water leak, penetration, break, or malfunction in any portion of the Unit or any adjacent Common Elements for which the Association may have maintenance responsibility.

14.8. Insurance. Many insurance policies do not cover damages related to mold. The Association is not required to maintain insurance coverage applicable to mold damage with respect to any Unit, and may not have obtained such coverage. Accordingly, an Owner who wants insurance coverage with respect to mold and mold related damages is advised to separately purchase such insurance coverage.

14.9. Warranty Claims. If the Owner is the beneficiary of a warranty against defects of the Common Elements, the Owner irrevocably appoints the Association, acting through the Board, as his attorney-in-fact to file, negotiate, receive, administer, and distribute the proceeds of any claim against the warranty that pertains to Common Elements.

14.10 Owner's Default In Maintenance. If the Board determines that an Owner has failed to properly discharge such Owner's obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at the Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at the Owner's expense, which will be considered an Individual Assessment against the Owner and the Owner's Unit. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of such action being the Owner's expense.

ARTICLE 15

PRIORITY OF LIENS

15.1 Assessment Lien. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Each Assessment is a charge on the Unit and is secured by a continuing lien on the Unit. Each Owner is placed on notice that title to the Unit may be subject to the continuing lien for Assessments attributable to a period prior to the date the Owner purchased the Unit. An express lien on each Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of all Assessments.

15.2 Superiority of Assessment Lien. The Assessment lien is superior to all other liens and encumbrances on a Unit, except only for: (i) real property taxes and assessments levied by governmental and taxing authorities; (ii) a recorded deed of trust lien securing a loan for construction of improvements upon the Unit or acquisition of the Unit; (iii) a deed of trust or vendor's lien recorded before this Declaration; or (iv) a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent Assessment became due. The Assessment lien is also superior to any recorded assignment of the right to insurance proceeds on the Unit unless the assignment is part of a superior deed of trust lien.

15.3 Effect of Mortgage Foreclosure. Foreclosure of a superior lien extinguishes the Association's claim against the Unit for unpaid Assessments that became due before the sale but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien is liable for Assessments coming due from and after the date of the sale.

15.4 Notice and Release. The Association's lien for Assessments is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Board, at its option, may cause a notice of the lien to be recorded. Each lien filed by the Association must be prepared and filed by an attorney licensed to practice law in the State of Texas. If the debt is cured after a notice has been recorded, the Association will record a release of the notice at the expense of the curing Owner. The Association may require reimbursement of its costs of preparing and recording the notice before granting the release.

15.5 Power of Sale. By accepting an interest in or title to a Unit, each Owner grants to the Association a private power of sale in connection with the Association's assessment lien. The Board may appoint, from time to time, any person, including an officer, agent, trustee, substitute trustee, or attorney,

to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution duly adopted by the Board.

15.6 Foreclosure of Lien. The Assessment lien may be enforced by judicial or non-judicial foreclosure. A non-judicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by applicable law. In any foreclosure, the Owner will be required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the Unit at a foreclosure sale initiated by the Association and to acquire, hold, lease, mortgage, and convey same.

ARTICLE 16

FIRST LIENHOLDERS' RIGHTS

16.1 Notice of Action. An insurer or guarantor of a first mortgage, upon written request to the Association, (such request to state the name and address of such holder, insurer or guarantor and the Unit number) or, in the case of a holder of a first mortgage, upon recordation of a deed of trust or other instrument in the Official Records of Bexar County, Texas encumbering an interest in a Unit (such recorded instrument to state the name and address of such holder, the mortgage identification number ("MIN") assigned to the loan through the Mortgage Electronic Registration System ("MERS"), if applicable, and the Unit number) , will be entitled to timely written notice of:

(a) Any proposed amendment of the Condominium instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited common elements appertaining to any Units or the liability for common expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Unit, (iv) the purposes to which any Unit or the common elements are restricted or (v) any proposed action that requires the consent of a specified percentage of mortgagees;

(b) Any proposed termination of the Condominium regime;

(c) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(d) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;

(e) Any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to this Declaration.

16.2 Other Provisions for First Lien Holders.

(a) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such eligible holders are allocated, is obtained.

(b) Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Condominium property must require the approval of the eligible holders of first mortgage on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such eligible holders are allocated.

(c) No reallocation of interests in the common elements resulting from a partial condemnation or partial destruction of the Condominium project may be affected without the approval of the eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such eligible holders are allocated.

(d) As used in this section, the term "eligible holder, insurer or guarantor" shall mean a holder, insurer or guarantor of a first mortgage on a Unit in a Condominium which has requested notice or recorded in instrument in the Official Records of Bexar County in accordance with the provisions of this Article.

(e) The Association shall represent the Unit owner in condemnation proceedings or in negotiations, settlements and agreements with a condemning authority for acquisition of the common elements, or part thereof, by the condemning authority. By purchasing a Unit, each Unit owner appoints the Association as the attorney-in-fact for these purposes.

ARTICLE 17

TYPES AND SCOPE OF INSURANCE COVERAGE REQUIRED

17.1 Insurance Maintained by Unit Owners. Each Unit owner shall maintain a policy or policies of fire insurance for the full insurable value of the owner's Unit (but not less than the cost of replacement of such Unit), along with coverage for the interior of the Unit, any associated Limited Common Elements assigned to one Unit and structures. The Unit owner shall provide evidence of coverage upon request by the Association. A Unit owner shall be required to repair and rebuild, as appropriate under the circumstances, the Unit owner's Unit that has been destroyed or damaged by fire or otherwise. Each Unit owner is responsible for the owner's own insurance coverage with respect to items of personal property; and may, at such owner's option and expense, obtain such other additional insurance as the owner deems necessary to insure the Unit and the fixtures and improvements therein, the owner's personal property in the Unit and/or stored elsewhere on the Project, and the owner's personal liability to the extent not covered by the liability insurance for all owners obtained by the Association.

17.2 Insurance Maintained by Association. Along with any other insurance it deems appropriate, the Association shall maintain a master comprehensive general liability insurance policy insuring the Board, the Unit owners and the Association against any liability for personal injury or death to the public or to Unit owners and their family, agents, tenants and invitees, incident to the ownership and/or use of the Project, including the personal liability exposure of the Unit owners. Limits of liability under such insurance shall not be less than $1,000,000 for any one person injured, $1,000,000 for any one accident, and $1,000,000 for property damage to the General Common Elements. The limits and coverage shall be reviewed at least annually by the Board and varied in its discretion, provided, however, that the said limits and coverage shall never be of fewer kinds or lesser than those set forth in this Paragraph. The Association shall provide evidence of coverage upon request of a Unit owner.

[Signature Page to Follow]

[Signature Page to Declaration]

IN WITNESS HEREOF, the Declarant has caused this Declaration to be executed this 8th day of MARCH, 2024.

Homtex Corp.,
A Texas corporation

By: _____
Name: Francisco Jose Murguia
Title: President

STATE OF TEXAS §

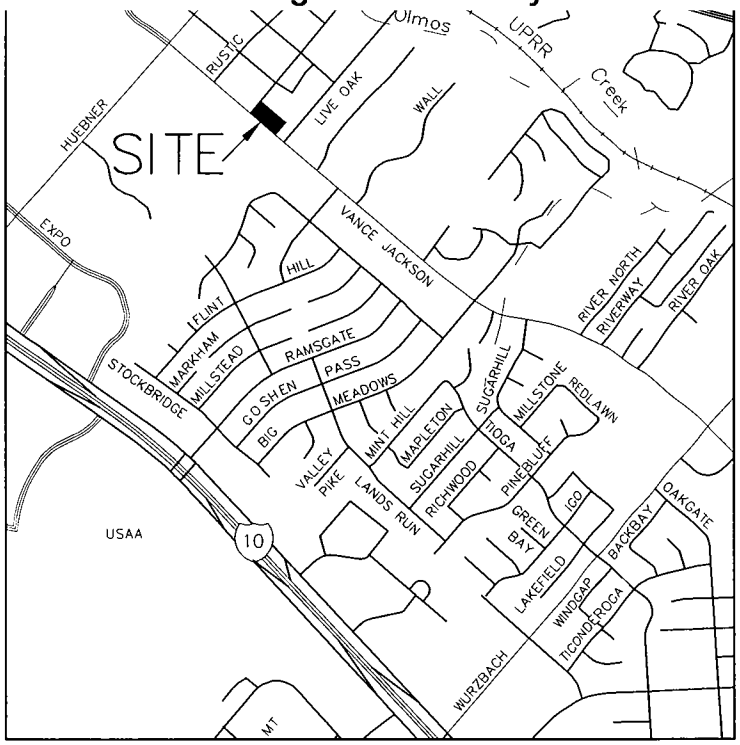
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 8th day of MARCH, 2024, by Francisco Jose Murguia, the President of Homtex Corp., a Texas corporation, on behalf of said corporation.

VERONICA G. TORRES NOTARY PUBLIC STATE OF TEXAS ID 12412814-9 EXP. 02-17-2027

Veronica Torres

Notary Public, State of Texas



LOCATION MAP

NOT TO SCALE

EXHIBIT "A"
ORO CREEK AT VANCE JACKSON

REF: LOT 34, BLOCK 14, NCB 14724, ORO CREEK AT VANCE JACKSON, VOLUME 20002 PAGE 657, BEXAR COUNTY DEED AND PLAT RECORDS.

STATE OF TEXAS
COUNTY OF BEXAR

CONDOMINIUM PLAT CERTIFICATION

THE FOREGOING PLATS, ATTACHED HERETO, CONTAIN THE INFORMATION REQUIRED BY SECTIONS 82.052 AND 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	6.91	12.49	31.69	S32° 47' 34"E	6.82

SAUL V. CASTILLO
R.P.L.S. #6192

DATE:	REVISIONS:
02/14/2024	
PROJECT NO.:	
19-0229	
SHEET 1 OF 4 SHEETS	DRAWN BY: GV / CHECKED BY: SC

EXHIBIT "A"

SHEET 1 OF 4

EVER ENGINEERING, LLC
ADVANCED ENGINEERING SERVICES
3201 CHERRY RIDGE DRIVE, SUITE A-106,
SAN ANTONIO, TX 78230
OFFICE (210) 572-9340 FAX (210) 572-9344
WWW.EVERENC.COM
TBPLS FIRM NO: F-10174902

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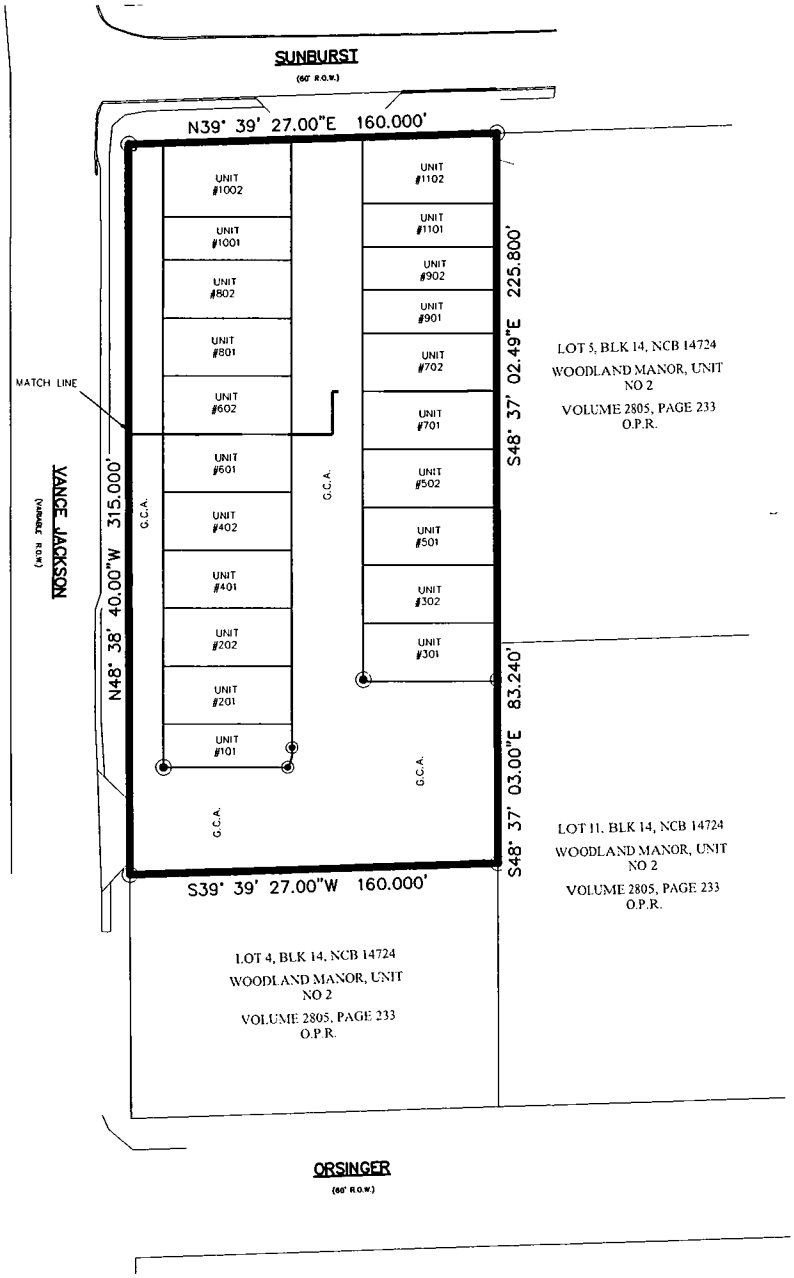
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◉ – SET REBAR
P.O.B. – POINT OF BEGINNING
B.C.D.& P.R. – BEXAR COUNTY DEED AND PLAT RECORDS
O.P.R. – OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY
G.C.A. – GENERAL COMMON AREA

0 40 80

SCALE: 1" = 80'

BEARINGS BASED ON TEXAS SOUTH CENTRAL STATE PLANE COORDINATE SYSTEM. ALL DISTANCES ARE GROUND. GROUND= 1.00017 X GRID



DATE:	REVISIONS:
02/14/2024	
PROJECT NO.:	
19-0229	
SHEET 2 OF 4 SHEETS	DRAWN BY: GV / CHECKED BY: SC

EXHIBIT "A"

SHEET 2 OF 4

EVER ENGINEERING, LLC
ADVANCED ENGINEERING SERVICES
3201 CHERRY RIDGE DRIVE, SUITE A-106,
SAN ANTONIO, TX 78230
OFFICE (210) 572-9340 FAX (210) 572-9344
WWW.EVERENC.COM
TBPLS FIRM NO: F-10174902

Dwg Info: Z:\Projects\19\0229\DESIGN\SURVEY\M&B COA\M&B Exhibit 2-14-24.dwg – Tab: SHEET 2 – Plotted: 2/15/2024 11:40 AM By: MANUEL HERNANDEZ

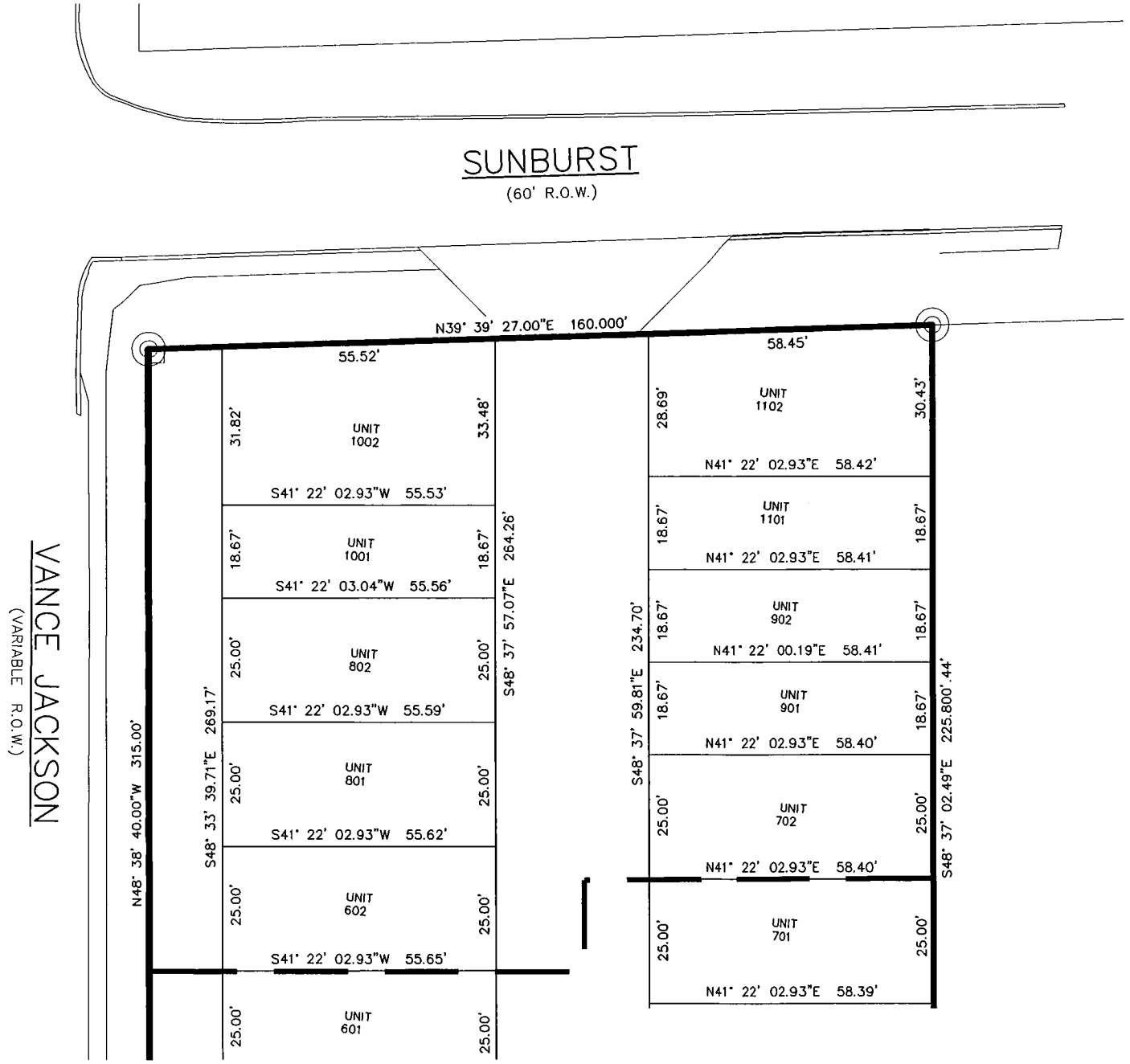
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G.C.A. – GENERAL COMMON AREA

0 30 60

SCALE: 1" = 30'

BEARINGS BASED ON TEXAS SOUTH CENTRAL STATE PLANE COORDINATE SYSTEM. ALL DISTANCES ARE GROUND. GROUND= 1.00017 X GRID



MATCH LINE – SEE SHEET 4

DATE:	REVISIONS:
02/14/2024	
PROJECT NO.:	
19-0229	
SHEET 3 OF 4 SHEETS	DRAWN BY: GV / CHECKED BY: SC

EXHIBIT "A"

SHEET 3 OF 4

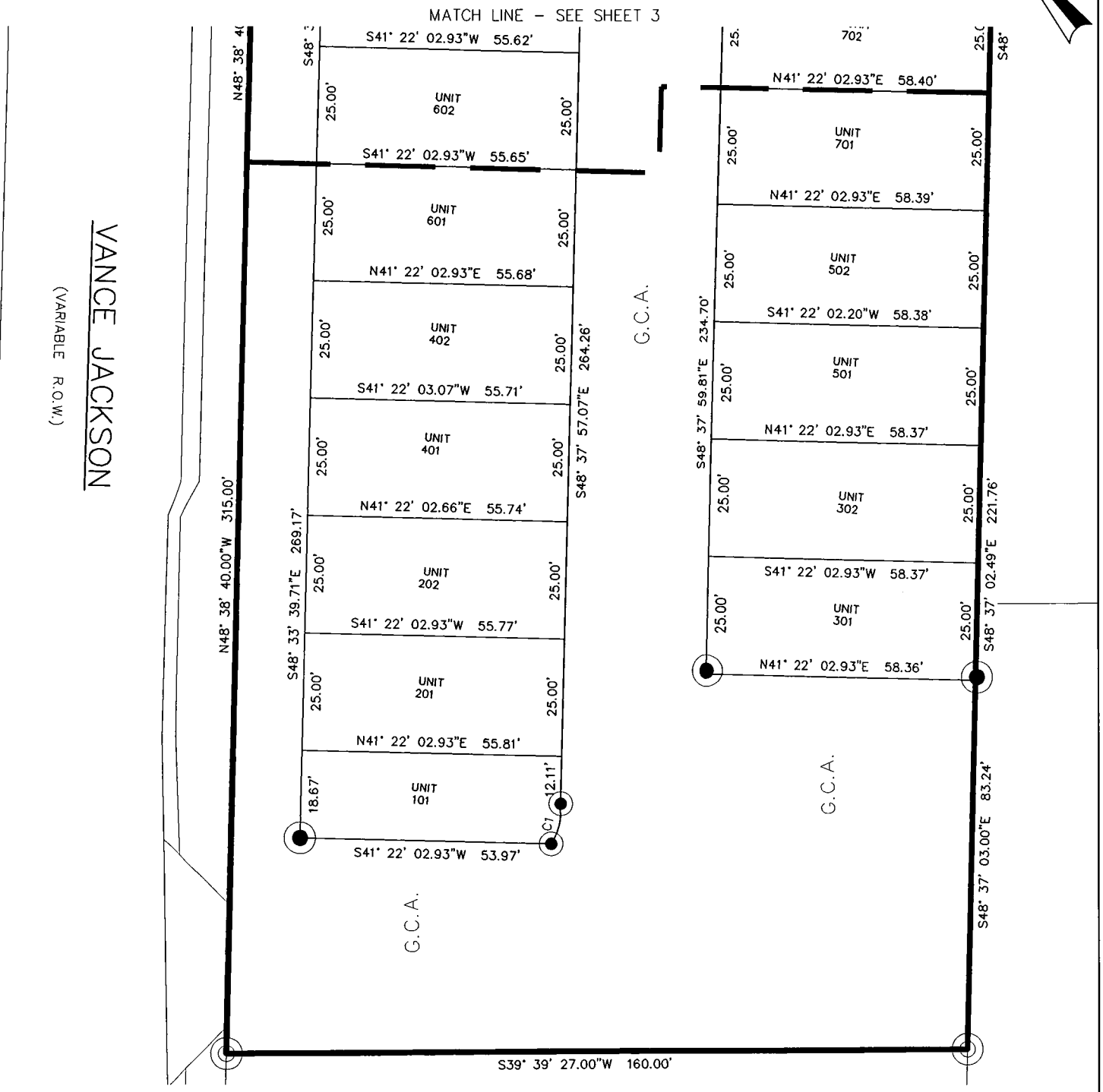
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Dwg Info: Z:\Projects\19\0229\DESIGN\SURVEY\M&B COA\M&B Exhibit 2-14-24.dwg – Tab: SHEET 3 – Plotted: 2/15/2024 11:40 AM By: MANUEL HERNANDEZ

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0 30 60
SCALE: 1" = 30'

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DATE:	REVISIONS:
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SHEET 4 OF 4

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EXHIBIT "B"

PROPERTY DESCRIPTION

1. Lot 34, Block 14, New City Block 14724, Woodland Manor, Unit 2, according to the map or plat thereof recorded in Volume 2805, Page 233 of the Deed and Plat Records of Bexar County, Texas

EXHIBIT "C"

ALLOCATION OF UNDIVIDED OWNERSHIP PERCENTAGE INTERESTS IN COMMON ELEMENTS, AND VOTES PER UNIT

The percentage undivided interest in common elements per unit stated below should not be adjusted for any inadvertent variations from the stated square footages but may be amended as provided for in the Declaration.

Unit	Phase	Percent Undivided Interest	Votes in Association
101		1/21	1
201		1/21	1
202		1/21	1
301		1/21	1
302		1/21	1
401		1/21	1
402		1/21	1
501		1/21	1
502		1/21	1
601		1/21	1
602		1/21	1
701		1/21	1
702		1/21	1
801		1/21	1
802		1/21	1
901		1/21	1
902		1/21	1
1001		1/21	1
1002		1/21	1
1101		1/21	1
1102		1/21	1

EXHIBIT "D"

DESCRIPTION OF EASEMENTS, LICENSES AND OTHER MATTERS OF RECORD AFFECTING TITLE TO CONDOMINIUM

1. Those certain restrictions pursuant to the plat recorded at Volume 2805, Page 233, Document Number 694993, in the Deed and Plat Records of Bexar County, Texas.

2. Those certain restrictions pursuant to the instrument recorded in Volume 9657, Page 1187 as Document No. 20020458144 of the Official Public Records of Bexar County, Texas.

3. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number:	20240042448
Recorded Date:	March 08, 2024
Recorded Time:	4:11 PM
Total Pages:	26
Total Fees:	$121.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 3/8/2024 4:11 PM

Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk