## DECLARATION OF COVENANTS

## CONDITIONS AND RESTRICTIONS

FOR

## LES CHATEAUX TOWNHOMES

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FOR

### LES CHATEAUX TOWNHOMES

WHEREAS, Western Communities Corporation is the owner of all that certain real property located in the County of Bexar, State of Texas, more particularly described in Exhibit "A" attached hereto and made a part hereof, and together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto;

WHEREAS, said Western Communities Corporation desires to submit said property to a condominium regime pursuant to Article 1301a of the Texas Revised Civil Statues;

NOW THEREFORE, Western Communities Corporation hereby declares that the land described above, together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto, is hereby submitted to a condominium regime pursuant to Article 1301a of the Texas Revised Civil Statutes, and that said property is and shall be held, conveyed, hypothecated, encumbered, pledged, leased, rented, used, occupied and improved subject to the following limitations, easements, restrictions, covenants, conditions; charges and liens, all of which are declared to be established for the purpose of enhancing the value, desizability and attractiveness of said property and every part thereof. All of said limitations, easements, covenants, restrictions, conditions, charges and liens shall run with the said property and shall be binding upon all parties having or acquiring any right, title or interest therein or

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of any portion of said property or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof.

- 1. Definitions For the purpose of this Declaration, the terms used shall have the following meanings:
  - "Townhome" shall mean an enclosed space consisting (a) of one or more rooms occupying all or part of a floor or floors in a building, which enclosed space is not owned in common with the Co-Owners of other Townhomes in the Project. Each Townhome is numbered as shown on the plan, and the boundaries of each Townhome shall be and are the interior surfaces of the perimeter walls, floor, ceiling and the exterior surfaces of balconies, pathos and terraces, and a Townhome includes both the portion of the building so described and the air space so encompassed, excepting common elements. Any Townhome may be jointly or commonly owned by more than one person. It is intended that the term "Townhome" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act.
  - (b) "Board" shall mean the Board of Directors established pursuant to paragraph 6 of this Declaration.
  - (c) "Building" shall mean and refer to any one of the principal structures presently situated on the land.
  - (d) "Act" shall mean Article 1301a of the Texas Revised Civil Statutes.

- (e) "Project" shall mean the condominium project established by this Declaration, and such additions thereto as may hereafter be made pursuant to paragraph 18 of this declaration.
  - (f) "Common Elements" shall mean all of the Property except for the Townhomes, and without limiting the generality of the foregoing, shall include the following:
    - (1) "General Common Elements", which shall mean and include: . .
      - (a) The Land;

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- (b) all foundations, bearing walls and columns, roofs, and entrances and exists or passage and hallways;
- (c) all basements, roofs, yards, walkways, swimming pools, clubhouse room, gardens and driveways except as otherwise provided or stipulated;
- (d) all premises for the maintenance of the Buildings:
- (e) all compartments or installations for
   service such as power, light, gas, cold
   and hot water, refrigeration, air conditioning
   and heating, swimming pools and the
   like;
- (f) all maintenance areas, garbage incinerators and in general, all devices or installations existing for common use; and
- (g) all other elements of the Buildings

  desirable or rationally of common use or

  necessary to the existence, upkeep and

  safety of the Project.

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- (2) "Limited Common Elements", which shall mean and include:
  - (a) Storage areas, the use of which shall be determined by the Board of Directors of the Council of Co-Owners.
- "Co-Owner" shall mean a person, firm, corporation, (g) partnership, association, trust or other legal entity, or any combination thereof, who owns a Townhome or Townhomes within the Project, and shall include the Declarant, but shall exclude those having an interest in a Townhome or Townhomes merely as security for the performance of an obligation. A Co-Owner shall have an exclusive ownership to his Townhome or Townhomes and shall have a common right to its pro-rata share as shown on Exhibit "C" attached hereto and made a part hereof, with other Co-Owners, in the Common Elements. Each Co-Owner may use the Common Elements in accordance with the purposes for which they are intended, as shown on the plan, without hindering or encroaching upon the lawful rights of other Co-Owners.
- (h) "Council of Co-Owners" shall mean all of the "Co-Owners" as defined in Subsection (g) of this Paragraph 1, which Council of Co-Owners shall be incorporated as Les Chateaux Townhomes Owners Association, a Texas non-profit corporation.
- (i) "Declarant" shall mean and refer to Western

  Communities Corporation, its successors and assigns,

  provided such successors or assigns are designated

  in writing by Western Communities Corporation

  as set forth herein.

- (k) "Maintenance Fund" shall mean the fund established pursuant to paragraph 10 of this Declaration.
- (1) "Manager" shall mean the person or firm selected

  by the Declarant pursuant to the provisions of

  subparagraph (e) of paragraph 7 of this Declaration.
- (m) "Mortgage" shall mean a mortgage or Deed of Trust covering a Townhome and the undivided interest in the Common Elements appurtenant thereto.
- (n) "Mortgagee" shall mean a beneficiary under a Mortgage.

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- (o) "Plan" shall mean the plats and plans attached hereto as Exhibit "B" and made a part hereof.
- (p) "Property" shall mean the Land, together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto, and such additions thereto as may hereafter be made pursuant to paragraph 17 of this Declaration.
- 2. No Partition The Common Elements shall remain undivided, and shall not be the object of an action for subdivision, encumbrance, abandonment sale, partition or division of the co-ownership thereof so long as suitable for a condominium regime, and in any event, all mortgages must be paid in full prior to bringing an action for partition or the consent of all mortgagees must be obtained. No condominium unit may be partitioned or subdivided without the prior written consent of all holders of first mortgages or all co-owners of the undivided units.

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3. Class of Membership, Voting Rights. The Association shall have two classes of voting membership but no capital stock since it is organized for the purposes specified in its Articles of Incorporation. The voting membership shall be designated as "Class A" and "Class B" which shall be composed of and have voting rights as follows:

"Class A" members shall be all Co-Owners with the exception of the Declarant, each of which Co-Owners shall be entitled to one vote for each atownhome men owned by it. When more than one person own's a fee interest in any Townhome all interested persons shall be members; however, the vote for such Townhome in which more than one person or persons having a majority interest; and in the event the persons having a majority interest are not able to agree in respect to a vote upon any matter, such Co-Owner shall not have a right to vote on such matter as there shall be no fractional votes. "Class B" members shall be the Declarant who shall be entitled to three votes for each Townhome owned by Declarant. The "Class B" membership shall cease and be converted into "Class A" membership on the happening of the following events, which ever occurs earlier:

- (a) When the total votes outstanding in the "Class A"

  members equals or exceeds the total votes outstanding
  in the "Class B" membership; or
  - (b) On the second anniversary date of the first conveyance by the Declarant of a Townhome to a Purchaser.

Within one hundred-twenty (120) days of such achievement and conversion of class membership, control of the Council of Co-Owners shall be transferred to the Co-Owner Purchasers from Declarant. Voting shall be on separate issues or separate board positions only, and in no event shall votes or voting be cumulative.

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- 4. Meetings. The presence at any meeting of the Council of Co-Owners having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Council of Co-Owners where there is a quorum upon the affirmative vote of a majority of those votes represented at such meeting.
- Annual Meetings: There shall be a meeting of the Council of Co-Owners on the second Tuesday of January of each year at 6:00 p.m. upon the Property torrat such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice of the Board delivered to the Co-Owners not less than ten (10) days nor more than sixty (60) days prior to the date fixed for said meeting. At the annual meeting the Board shall present an annual audited financial statement of the Maintenance Fund of the Project, itemizing receipts and disbursements for the preceding calendar year. At the annual meeting, the Board shall prepare a budget projecting the estimated maintenance for the coming year, and establish the allocation to each Co-Owner for the coming year. Within thirty (30) days after the annual meeting, said statement shall be delivered to all Co-Owners.
- (b) Special Meetings: Special meetings of the Council of Co-Owners may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Co-Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by the President or by the Co-Owners having one-third (1/3) of the total votes and delivered

not less than fifteen (15) days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting and the matters to be considered thereat.

delivered as provided to a Co-Owner herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed (a) to a Co-Owner at the address given by such Co-Owner to the Secretary of the Board, or (b) to the Townhome, of such Co-Owner if no address has been given to the Secretary. Any address for purposes of notices may be changed from time to time by notice in writing to the Secretary. Any holder of first mortgage on a unit, will, upon request, be entitled to a written notice of all meetings of the Council of Co-Owners and be permitted to designate a representative to attend all such meetings.

## 6. Election and Proceedings of the Board

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(a) Election: At the first annual meeting, the CoOwners shall elect a Board of Directors for the forthcoming
year, consisting of five (5) directors and thereafter
at each annual meeting, the Co-Owners shall elect
members to the Board as hereinafter provided; provided
however, that the first Board elected hereunder may
be elected at a special meeting duly called, said
Board to serve until the first annual meeting. Each
Co-Owner entitled to vote at any election of members
of the Board may vote, if present. The candidates
receiving the highest number of votes up to the number
of members of the Board to be elected shall be deemed
elected. All votes shall be cast by written ballot.

- provided herein; shall serve for a term of two (2)

  years commencing on the first day of March following

  the meeting at which they are elected or until

  their respective successors are elected, or until

  death, resignation, or removal; whichever is

  earlier; provided that if any member except the

  original Board ceases to be a Co-Owner, his membership

  on the Board shall thereupon terminate. Immediately

  after the election of the full Board of Directors

  at the first annual meeting, they shall meet and

  by lot determine the two thereof who shall serve

  for one year terms and the three thereof who shall

  serve for two year terms.
- (c) Resignation and Removal: Any member of the Board may resign at any time by giving written notice to the Secretary.
- (d) Proceedings: Three members of the Board shall constitute a quorum and if a quorum is present the decision of a majority of those present shall be the act of the Board. The Board shall elect a President who shall preside over both its meetings and those of the Council of Co-Owners. In case of a tie vote at a Board meeting, the President of the Board shall cast the deciding vote. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board may also act without a meeting by unanimous written consent of its members.
- (e) Declarant Performs Functions: Until the first
  election of the Board, the rights, duties and
  functions of the Board shall be exercised by Declarant.

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- (f) Notice of Election: After the first election of the Board Declarant shall execute, acknowledge and record an affidavit stating the names of all the persons elected to membership on the Board.

  Thereafter, any two persons who are designated of record as being members of the most recent Board may execute, acknowledge and record an affidavit stating the the then current Board. The most recently recorded affidavit shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.
- 7. Authority of the Board The Board, for the benefit of the Property and the Co-Owners, shall enforce the provisions hereof and shall acquire and shall pay out of the Maintenance Fund hereinafter provided for the following:

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- (a) Water, sewer, garbage, electrical, gas and other necessary utility services for the Common Elements and (to the extent not separately metered or charged) for the Townhomes;
- (b) A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the Townhomes and the Common Elements payable as provided in paragraph 10 hereof, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Co-Owners, and their mortgagees, as their respective interests may appear;

(d) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

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the extent deemed advisable by the Board as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the Property, whether such personnel are employed directly by the Board or are furnished by the Manager provided; however, any contract for such services shall be limited in duration to one year, althouth, renewable by agreement of the parties for successive one year periods, provided such agreements shall be terminable by the Board for cause upon thirty (30) days written notice, provided the prior written approval of each institutional holder of a first lien deed of trust lien on units in the Project is obtained before effectuation of any decision by the Board or Council of Co-Owners to terminate professional management and assume self management of the project.

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- (f) Legal and accounting services necessary or proportion in the operation of the Common Elements or the enforcement of the terms of this Declaration;
- persons as may be designated by the Board as principals and the Co-Owners as obligees, for the first year in an amount at least equal to the estimated cash requirement for that year as determined under paragraph 10 hereof, and for each year thereafter in an amount at least equal to the total sum collected through the Maintenance Fund during the preceding year;
- (h) Painting, maintenance, repair and all landscaping of the Common Elements and exterior surfaces of Townhomes, parking and driveway areas, pools, carports, court yards, clubhouse, and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper; and the Board shall have the exclusive right and duty to acquire the same for the Common Elements; provided, however, that plumbing fixtures, household appliances and other interior appliances and the interior surfaces of each Townhome shall be painted, maintained and repaired by the Co-Owners thereof, all such maintenance to be at the sole cost and expense of the particular Co-Owner;
- (i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the

terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation of the Common Elements or for the enforcement of this Declaration, provided that if any such materials, supplies, furniture, labor, service, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Townhomes, the cost thereof shall bem specially assessed to the ComOwners of such Townhomes The Board shall also pay any amount necessary to discharge any lien or encumbrance levied against the Property or any part thereof which may in the opinion of the Board constitute a lien against the Common Elements, rather than merely against the interests therein of particular Co-Owners. Where one or more Co-Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to

(j). Maintenance and repair of any Townhome, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Property, and the Co-Owner or Co-Owners of said Townhome have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said

said Co-Owners;

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- maintenance or repair delivered by the Board, and the Board shall levy a special assessment against the Townhome of such Co-Owner or Co-Owners for the cost of said maintenance or repair.
- (k) In the event the Board should determine that the management of the project should be conducted by professional management, any agreement relating to such management or any other contract providing services by the developer or builder must provide for termination by the Board with cause and without payment of a termination fee upon thirty (30) days written notice and a maximum contract term of one (1) year which may be renewable by both parties of one (1) year periods; however the prior written consent of each institutional holder of a first lien deed of trust lien on units in the Project will be required for the effectuation of any decision by the Board of Council of Co-Owners to terminate professional management
- (1) The Board, on behalf of the Council of Co-Owners, shall give written notice to all Mortgagees or their servicing agents, if the Board is furnished with the proper address and references to mortgages on particular Townhomes, of any loss to or taking of, the Common Elements, if such loss or taking exceeds Ten Thousand Dollars (\$10,000) or damage to a Townhome encumbered with a mortgage owned in whole or part by such Mortgagee exceeds One Thousand Dollars (\$1,000) and the Board is cognizant of such damage. All such damage shall be reported to the Board by each Townhome Owner.

and assume self management of the Project.

The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Maintenance Fund capital additions and improvements (other than for purposes of replacing portions of the Common Elements, subject to all of the

provisions of this Declaration) having a cost in excess of Five Thousand Dollars (\$5,000) except as expressly provided herein.

Nothing herein shall authorize the Board to furnish to any person services primarily for the benefit or convenience of any Co-Owner or Co-Owners, or any occupant or occupants, of any Townhome other than services customarily rendered in connection with the rental of space for occupancy only.

- 8. Board Powers Exclusive The Board shall have the exclusive right and obligation to contract for all goods, services and insurance in connection with the Property, payment for which is to be made from the Maintenance Fund, except as otherwise specifically provided herein.
- 9. Owners' Obligations to Repair Except for those portions of the Townhomes, if any, which the Board is required to maintain and repair hereunder, each Co-Owner shall, at his sole cost and expense, maintain and repair his Townhome, keeping the same in good condition.
  - 10. Maintenance Fund Assessments

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within thirty (30) days prior to the beginning of
each calendar year the Board shall estimate the
net charges to be paid during such year (including
a reasonable reserve for maintenance, repair and
replacements and less any expected income and any
surplus from the prior year's fund). Said "estimated
cash requirement" shall be assessed to the CoOwners except Declarant for a period of two (2)
years from the date of recordation of this Declaration [Vol.
in the proportion to the percentage interest of
each Co-Owner in the Common Elements as set forth
in the Plan. One-twenfth (1/12th) of the amount
assessed against each Townhome shall be due

and payable on the first day of each calendar month during each year. If said sum estimated proves inadequate for any reason, including non-payment of any Co-Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Co-Owners in like proportions, unless otherwise provided herein. Each Co-Owner shall be obligated to pay assessments made pursuant to this paragraph to the Board in equal monthly installments on or before the first day of each month during the year, or in such other easonable manner as the Board shall designate;

- (b) The rights, duties and functions of the Board set forth in this paragraph shall be exercised by Declarant for the period ending thirty days after the election of the first Board hereunder;
- (c) All funds collected hereunder shall be held in a Maintenance Fund and shall be expended only for the purposes designated herein.

Amendments to this paragraph shall be effective only upon written consent of the Co-Owners holding at lease seventy-five percent of the votes and consent of the first mortgagees holding seventy-five percent of the mortgages on townhomes in the Property. No Co-Owner liable for assessments hereunder, may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Townhome.

- 11. Default in Payment of Assessments or Violation of Covenants.
- (a) Each monthly assessment and each special assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall

be continuing lien upon the Townhome (and the share of the Common Elements appurtenant thereto) against which each such assessment is made. Each such assessment together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Co-Owner of such Townhome at the time when the assessment fell due. Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the date of deliquency at the maximum rate of interest permitted by law and such assessment and interest shall become a continuing lien on the Townhome which shall bind such Townhome in the hands of the then Co-Owner, his heirs, devisees, personal representatives and assigns. The Board may bring an action at law against the Co-Owner personally obligated to pay the same, or foreclose the lien against the Townhome, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Co-Owner, by his acceptance of a deed to a Townhome, hereby expressly vests in the Board or its agents the right and power to bring all actions against such Co-Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien and these covenants by all methods available for the enforcements of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes, and such Co-Owner hereby expressly grants to the

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Board a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the board and shall be for the common benefit of all Co-Owners. The Board acting on behalf of the Co-Owners shall have the power to bid upon an interest foreclosed at a foreclsoure sale and to acquire and hold, lease, mortgage and convey the same.

Upon the sale or conveyance of a Townhome, all (b) unpaid assessments against a Co-Owner shall first be paid out of the sale price as provided in Section 18 of the Act provided; however, that if such unpaid assessments are not paid or collected at the time of sale or conveyance of a Townhome, the grantee of the same shall be jointly and severally liable with the selling Co-Owner for all unpaid assessments against the later for his 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 selling Co-Owner the amounts paid by the grantee therefor. Any grantee of a Townhome shall be entitled upon written request therefor, to a statement from the Board setting forth the amount of the unpaid assessments against the selling Co-Owner due the Board and such grantee shall not be liable for nor shall the Townhome conveyed be subject to a lien for any . unpaid assessments made by the Board against the selling Co-Owner in excess of the amount set forth in the statement provided; however, the grantee shall be liable for any assessments becoming due after the date of any such statement becoming due

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- first and prior lien or other purchaser of a

  Townhome obtains title to the same pursuant to the

  remedies in any such first lien Mortgage or as a

  result of foreclosure of any such first-lien Mortgage,

  such acquirer of title, his successors and assigns

  shall not be liable for the share of the common

  expenses or assessments by the Board chargeable

  to such Townhome which became due prior to the

  acquisition of title to such Townhome by such acquirer.

  The Board shall notify the respective holders of the

  first Mortgages or their servicing agents of any

  default in the performance by an individual Co-Owner

  of any obligation under this Declaration which is

  not cured within thirty (30) days.
- 12. Mortgage Protection. Anything herein to the contrary notwithstanding:
- the liens created under upon any Townhome shall be subject and subordinate to, and shall not affect the rights of any mortgagee of a mortgage constituting a first and prior lien upon such Townhome made in good faith and for value, provided that after the foreclosure of any such Mortgage there may be a lien created pursuant to paragraph li hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as a Co-Owner after the date of such foreclosure sale, which said lien shall have the

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- same effect and be enforced in the same manner as provided herein;
- (b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.
- (c) By subordination agreement executed by a majority of the Board, the benefits of (a) and (b) above may be extended to Mortgagees not otherwise entitled thereto; and
  - (d) No breach of any of the covenants, conditions, restrictions, limitations, or uses herein contained shall defeat or render invalid the lien of any mortgage made in good faith and for value, but all of said matters shall be binding upon any Co-Owner whose title is derived through foreclosure or trustee's sale.
- of its duties, powers or functions, including, but not limited to, the authority to give the certificate provided for in paragraph 11 hereof, and the authority to give the subordination agreements provided for in paragraph 12 hereof to the manager, provided that any such delegation shall be revocable upon notice by the Board. The members of the Board shall not be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board. In the absence of any appointment, the president of the Board shall act as manager.

Each Townhome shall be used as a residence for a single (a) family and for no other purpose, provided that Declarant may maintain a sales office and model units until all units have been sold. With the exception of a lender in possession of a condominium unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no unit owner shall be permitted to lease his unit for transient or hotel purposes. No unit owner may lease less than the entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws and that any failure by the lessee to comply with the terms of such documents shall . be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any unit owner to lease his unit. Developer makes no representations or warranties as to the ability to lease such unit and no "rental pool" is being offered or represented as being available.

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- (b) There shall be no obstruction of the Common Elements.

  Nothing shall be stored in the Common Elements without prior consent of the Board except as hereinafter expressly provided for in storage area;
- (c) Nothing shall be done or kept in any Townhome or in the Common Elements which will increase the rate of insurance without the prior written consent of the Board which consent is subject to subsequent revocation. No Co-

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his townhome or in or on the Common Elements which will result in the cancellation of insurance of any townhome, or any part of the Common Elements, or which will be in violation of any law. No waste will be committed in or on the Common Elements;

- (d) No sign or unlined window covering of any kind shall be displayed to the public view on or from any Townhome or the Common Elements without the prior consent of the Board;
- (e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Townhome or on or in the Common Elements except that dogs, cats or other household pets may be kept in the Townhome, subject to the rules and regulations adopted by the Board;
- (f) No noxious or offensive activity shall be carried on or in the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to the other Co-Owners;
- (g) Nothing shall be altered or constructed in or removed from the Common Elements, except unon the written consent of the Board;
- h) No drilling, digging, quarrying or mining operation of any sort shall be permitted on the Property;
- (i) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the board provided; however, that temporary structures may be erected for use in connection with the repair or rebuilding of any build or portion thereof;
- (j) Outdoor drying of clothes or other items shall not be permitted nor shall any material or object be placed upon, in or over any balcony, rail, fence, terrace, or hallway;
- (k) No vehicle shall be parked in driveways. For a period not to exceed forty-eight hours, family, guests and invitees of Co-Owners may park their automobiles in the guest parking areas within the Property provided for such purpose. Guest parking

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areas are not intended for use by the Co-Owners

- (1) Except in the individual patio space appurtenant to a Townhome, as designated on the Plan, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board and in no event shall any such item be planted, erected or maintained outside of the boundaries of the air space within such patio space up to the elevation of the interior ceiling of the highest floor of the subject unit. Maintenance, upkeep and repairs of any patio space shall be the sole responsibility of the Co-Owner and shall not be, in any manner, the responsibility
- (m) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purposes of transportation directly from a parking space to a point outside the Property, or from a point outside the Property directly to a parking space;

of the Board of the Council of Co-Owners;

(n) None of the rights and obligations of the CoOwners created herein, or by any deed delivered to
any Co-Owner, shall be altered in any way be
encroachments due to settlement or shifting of

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structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist provided; however, that in no event shall a valid easement for encroachment be created in favor of a Co-Owner or Co-Owners if said encorachment occurred due to the willful conduct of said Co-Owner or Co-Owners;

(o) Each area on the Plan designated as a private parking space shall be owned individually and exclusively by each Co-Owner as delineated in such Co-Owner's original Deed with reference to the numbers shown in Exhibit "B" attached hereto, but providing that the Council of Co-Owners shall maintain and repair all such parking areas as a valid expense of the Maintenance Fund.

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- (p) Each area on the Plan designated with the letter "P" is subject to ownership for patio purposes appurtenant to the contigous Townhome, the exclusive use of which area is reserved to the Co-Owner of such contiguous Townhome;
- (g) Each area on the Plan designated with the letter

  "B" is subject to ownership for balcony purposes

  appurtenant to the contiguous Townhome, the exclusive

  use of which is reserved to the Co-Owner of such

  contiguous Townhome;
- (r) Each Co-Owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and redecorate the inner surfaces of the walls, ceilings, floors, and doors bounding his own Townhome; and the right to paint or redecorate

- Each .Co-Owner, tenant or occupant of a Townhome shall comply with the provisions of this Declaration, the By-Laws, decisions, rules, regulations, and resolutions of the Board or its duly authorized. representative, all as lawfully amended from time to time, and failure to comply with any such provisions, decisions, rules, regulations or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive Without limiting any other rule-making relief. authority it may have under this Declaration, the Board is specifically authorized, in its discretion, (i) to promulgate and enact rules and regulations concerning the uses of the Common Elements, and (ii) to assign and to reassign outside storage
- (t) In addition to the easements granted herein, there is hereby granted a non-exclusive easement appurtenant to each Townhome for ingress and egress to and from each Townhome in, over and through open areas, driveways, hallways, stairways and walkways in the Common Areas, more particularly described in Exhibit "B" attached hereto and made a part hereof, and there shall further be an easement burdening said Common Areas for the benefit of and appurtenant to the herein described lots for the purposes of maintaining said common areas;

areas to particular Townhomes.

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Each Townhome owner shall own the percentage interest in the Common Elements based on a Prorata basis as each Townhome's square footage relates to the total square footage of all Townhomes as reflected in Exhibit "C" attached hereto and as such interest is conveyed in the Dee'd to each unit · owner which percentage interest shall not be subject to dimunition or change in any respect. It is expressly stipulated, and each and every purchaser of a condominium unit, his heirs, executors, administrators, assigns, successors and grantees hereby agree, that the square footage, size and dimensions of each unit as set out and shown in this Declaration or in the 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 unit actually contains the area, square footage or dimensions shown by the plat thereof. Each purchaser and owner of a condominium unit or interest therein, has had the full opportunity and is under a duty to inspect and examine the unit purchased by him prior to the purchase thereof, and agrees that the unit is purchased as actually and physically existing. Each purchaser of a condominium unit hereby expressly waives any claim or demand which he may have against the Declarant on account of any difference, shortage or discrepancy between the unit 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 units or of any unit 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. The percentage value assigned to each Unit in the Condominium Project is set forth below and is an arbitrary figure based upon the approximate size of each unit in relation to the others, but nevertheless shall be determinative of the proportionate share of each respective Owner in the proceeds and expenses of administration. The total value of the Condominium

A. The letter of the building and each Unit number as it appears on the condominium subdivision plan attached hereto as Exhibit "B"; and

Project is 100%. Set forth in Exhibit "C" attached

hereto and made a part hereof are:

- B. The percentage of value assigned to each such Unit.
- 15. Entry for Repairs The Board or its agent may enter any Townhome when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Co-Owner as practicable, and any damage

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caused thereby shall-be repaired by the Board at the expense of the Maintenance Fund.

- Damaye and Destruction and Condemnation
- If any of the Buildings are damaged by fire or other casualty and said damage extends to one or more Townhomes, or extends to any part of the Common Elements, all insurance proceeds shall be paid to the Board, as Trustee, or to such bank or trust company as may be designated by the Board, to be held in trust for the benefit of the Council of Co-Owners; Co-Owners and their Mortgagees as . their respective interests may appear. The Board shall thereupon contract to repair or rebuild the the Common Elemments in accordance with the original plans and specifications therefor; the funds held in the insurance trust fund shall be used for this purpose. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board shall leve a special assessment of all Co-Owners, in proportion to the percentage interest of each Co-Owner in the Common Elements as set forth in the Plan, to make up any deficiency. If any Co-Owner shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the Maintenance Fund provided; however, that such Co-Owner shall 'remain liable for such special assessment.
- If more than two-thirds of the Project is destroyed (b) or damaged by fire or other casualty, as determined

YOL 5 PAGE 291

by the Council of Co-Owners, and unless otherwise unanimously agreed upon by the Co-Owners, the insurance proceeds shall be delivered to the Co-Owners or their Mortgagees, as their interests may appear, in proportion to the percentage interest of each Co-Owner in the Common Elements as set forth in the Plan; and the Board, as, soon as. reasonably possible and as agent for the Co-Owners, shall sell the entire project, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale, and all funds held by said insurance trustee, shall thereupon be distributed to the Co-Owners, Council of Co-Owners and the Mortgagees, as their interest may appear, in proportion to the percentage interest of each Co-Owner in the Common

occurs, the Manager, or the Board shall, or if they do not, any Co-Owner, the insurer, the insurance trustee or any Mortgagee may record a sworn declaration stating that such damage has occurred, describing it, identifying the Building suffering such damage, the name of any insurer against whom claim is made, and the name of any insurance trustee, reciting that the sworn declaration is recorded pursuant to this paragraph of this Declaration, and that a copy of such sworn declaration has been served pursuant to the provisions of paragraph 5 hereof or the Co-Owners.

Elements as set forth in the Plan.

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- elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the Project will entitle the owner of a unit or other party to priority over such institutional holder with respect to the distribution to such unit of the proceeds of any award or settlement.
- 17. Alterations, Additions and Improvements. There shall be no structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure by the Board in excess of Twenty-Five Thousand Dollars (\$25,000) without the prior approval of the Co-Owners holding a majority of the total votes.

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18. Audit. The Board or the Manager shall keep or cause to be kept a set of books with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or in behalf of the Project. Both the books and vouchers accrediting the entries made thereon shall be available for examination by all the Co-Owners and Mortgagees at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good account procedures and be audited at least once a year by an auditor outside of the Council of Co-Owners organization. Any institutional holder of a first mortgage on a unit in the Project, will, upon request, be entitled to receive a copy of the audit and financial statement of the Project within ninety (90) days of the end of each fiscal year.

- 20. Amendment. Except as otherwise provided herein, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by record Co-Owners holding seventy-five percent (75%) of the total vote hereunder and holders of first mortgages on the Units, which amendment shall be effective upon recordation in the Office of the County Clerk of Bexar County, Texas.
- 21. Duties of Declarant. Declarant agrees to pay when due all assessments levied on unsold Townhomes pursuant to this Declaration and, until the election of the first Board; " " " " " to exercise all of the powers, rights, duties and functions of the Board for the benefit of the Co-Owners and after said election, to be bound by the rules and regulations promulgated by the Board. At any time prior to January 1, 1981. the Declarant shall have the right, at its option and sole cost and expense, to make alterations to Units which it has not sold; to combine two or more such Untis for use by one or more Co-Owners; or to make improvements to the Common Elements without the prior consent of the Board or any Co-Owner. No Co-Owner shall ever be assessed for any such changes or improvements done by the Declarant pursuant to the provision. . In the event of any such lateration, combination or improvement, the Declarant, at his sole cost and expense, shall file, subject to this provision without jointer by any other · party, an Amendment to the Declaration necessary to reflect such change or improvement. Nothing herein contained shall be construed or deemed to authorize, allow or permit the Declarant to change, and the Declarant shall not change, the fractional percentage interest in common elements ascribed

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PAGE 293

to any Unit. In the event of a combination of two or more

Units, the fractional percentage interest in the Common Elements of such combined Unit, shall be the total of the percentage interest of the individual Units so combined. Nothing herein shall authorize or be construed to authorize the Declarant to affect the rights of any mortgagee of any Unit or Units.

- the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Board or by any Co-Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Similarly, failure by the Board or by any Co-Owner to enforce any one or more covenants or restrictions herein contained shall in no event be deemed a waiver of the right to enforce any other covenant or restrictions.
- 23. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not effect the validity or enforceability of any other provision thereof.

IN WITNESS WHEREOF, Declarant has executed this instrument this 29th day of August, 1979.

WESTERN COMMUNITIES CORPORATION

President

WITE 911.

11:

wistant secretary

THE STATE OF TEXAS X

COUNTY OF HARRIS X

Before me, the Undersigned authority, on this day personally appeared A. Dalton Smith, Jr., President of Western Communities Corporation, 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 and as the act and deed of said... corporation and partnership.

WITNESS MY HAND AND SEAL this 29 day of

Notary Public in and for

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## CONSENT OF MORTGAGEE

. VOL 5 PAGE 296

The undersigned, Republic of Texas Savings Association being the owner and holder of an existing mortgage lien upon and against the land and property described as the Property in the foregoing Declaration, as such mortgagee and lienholder does hereby 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.

. Signed and attested by the undersigned officers of said	•
Republic of Texas Savings Association	
hereunto authorized, this the 29th day of August	
Richard Swaring	
Senior Vice President	•
ATTEST:	3.
Assistant Secretary	ه هند احد
THE STATE OF TEXAS II	
BEFORE ME, the undersigned authority, on this day perso preared Richard Waring, as Sr. Vice President	nally of
Republic of Texas Savings Association nown to me to be the person and officer whose name is subscribe he foregoing instrument, and acknowledged to me that the same whe act of said	
Republic of Texas Savings Association nd that he executed the same as the act of said corporation for urposes and consideration therein expressed and in the capacity herein stated.	
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th da	y of
August , 19 79.	
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BARBARA BURK

Notary Public

Harris

My Commission Expires June 30 1:80

County,

WA COMMISSION EXPINES SOURS 115

It is acres of land, more or less, being lots 37, 38 and 39, NCE 11876, ilmos Park Heights Subdivision. San Antonio, Bexar County, Texas, as ecorded in Volume 4400, Page 149, Plat Records of Bexar County, Texas and the West 10.00 feet of the South 150.00 feet of Lot 18, NCB 11976, ilmos Park Heights Subdivision, San Antonio, Bexar County, Texas, as ecorded in Volume 980, Page 29 of the Plat Records of Bexar County, exas, and being more particularly described by metes and bounds as ollows:

EGINNING at an iron pin on the Easterly ROW line of Broadway, at the outherly end of the curved return on the Southeasterly corner of the niersection of Broadway and East Lawndale Drive, for the POINT OF EGINNING of the hereinafter described tract of land;

HENCE Southerly along the Easterly ROW line of Broadway and Westerly oundary of the herein described tract of following courses:

187.53 feet along the Nesterly boundary of the aforementioned Lot 37, ICB 11876, to an iron pin at the Southwesterly corner of Lot 37 and lorthwesterly corner of Lot 39, NCB 11876.

50.0 feet along the Nesterly boundary of Lot 39, NCB 11876, to an iron in at the Southwesterly corner of Lot 39;

HENCE Easterly, at an angle of 89 deg. 56' 30", along the Southerly boundary of the herein described tract, the following courses:

233.0 feet along the Southerly boundary of Lot 39, NCB 11876, to an iron oin at the Southeasterly corner of Lot 39 and most Southwesterly corner of Lot 38, NCB 11876;

10.0 feet along the Southerly boundary of Lot 18, NCB 11876 to an iron bin at the Southeasterly corner of the herein described tract;

THENCE along the Westerly boundary of the herein described tract the following courses:

Northerly, at an angle of 90 deg. 03' 30", 150.00 feet along a line which is the Easterly boundary of the West 10.00 feet of the South 150.00 feet of ... ot 18, NCB 11876, said line also being 10.00 feet parallel to the Easterly boundary of Lot 38, NCB 11876, to an iron pin;

Westerly, at an angle of 89 Deg. 56' 30", 10.00 feet to an iron pin on the Easterly boundary of Lot 38, NCB 11876;

Northerly, along the Easterly boundary of Lot 38, NCB 11876, 412.50 feet to an iron pin at the Northeasterly corner of Lot 38, said iron pin also lying on the Southerly ROW of East Lawndale Drive;

THENCE Westerly, at angle of 89 Deg. 56' 30" along the Northerly boundary of the herein described tract and Southerly ROW line of East Lawndale Drive; the following courses:

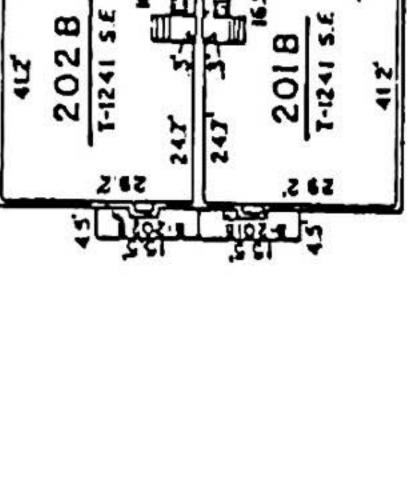
83.00 feet along the Northerly boundary of Lot 38, NCB 11876, to an iron pin at the Northwesterly corner of Lot 38 and Northwesterly corner of Lot 37, NCB 11876;

175.03 feet along the liortherly boundary of Lot 37, NCB 11876 to the Point of Curvature of the curved return at the Southeastarly corner of the intersection of Broadway and East Lawndale Drive;

THENCE 39.24 feet along the curved return to the left, having a Delta angle of 89 Deg. 56' 30" and a radius of 25.00 feet, to the POINT OF BEGINNING and POINT OF CLOSURE, containing 160,554.95 square feet or 3.686 acres of land. more or less.

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PAGE 297



BALCONY-PATIO SQUARE FOOTAGE

BALCONY-PATIO NE

UNIT SQUARE FOOTAGE

UNIT NE

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T-343

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P- 202 A

P- 1018

P- 2014

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A 201

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**201** 

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## TOWNH CHATEAUX

CEILING ELEY, 806.57

BUILDING

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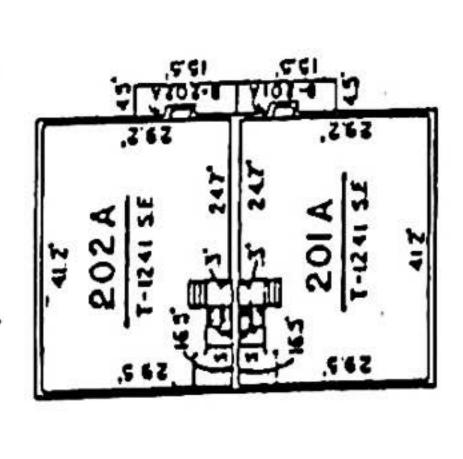
FLOOR ELEV.

FLOOR

FIRST

SAN ANTONIO, TEXAS

BEXAR COUNTY

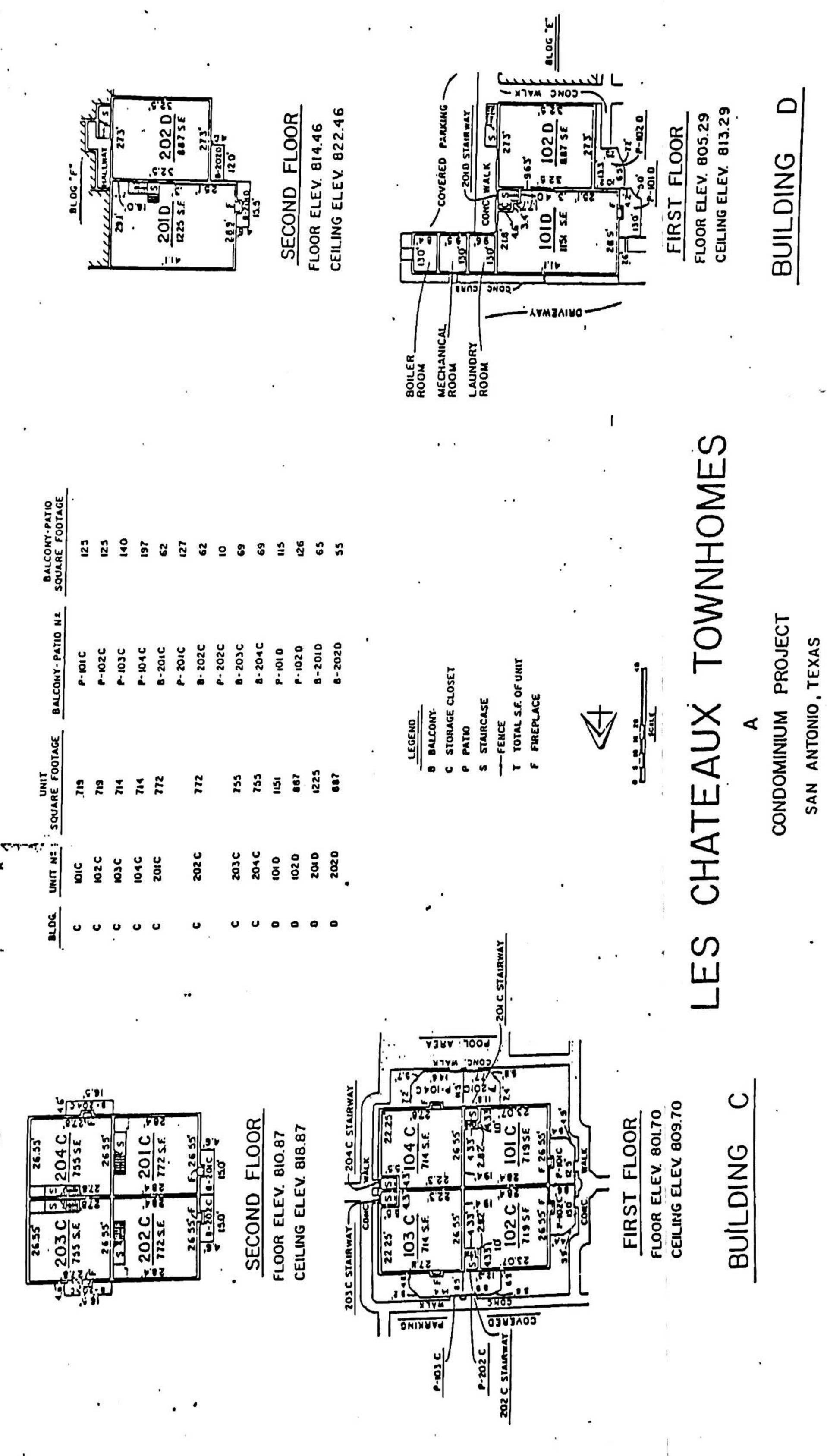


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94 SE 9-202 A	204 STEINWAY 204 STEINWAY 93 SE
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CEILING ELEV. 806.75 FLOOR ELEV. 798.75 FIRST FLOOR

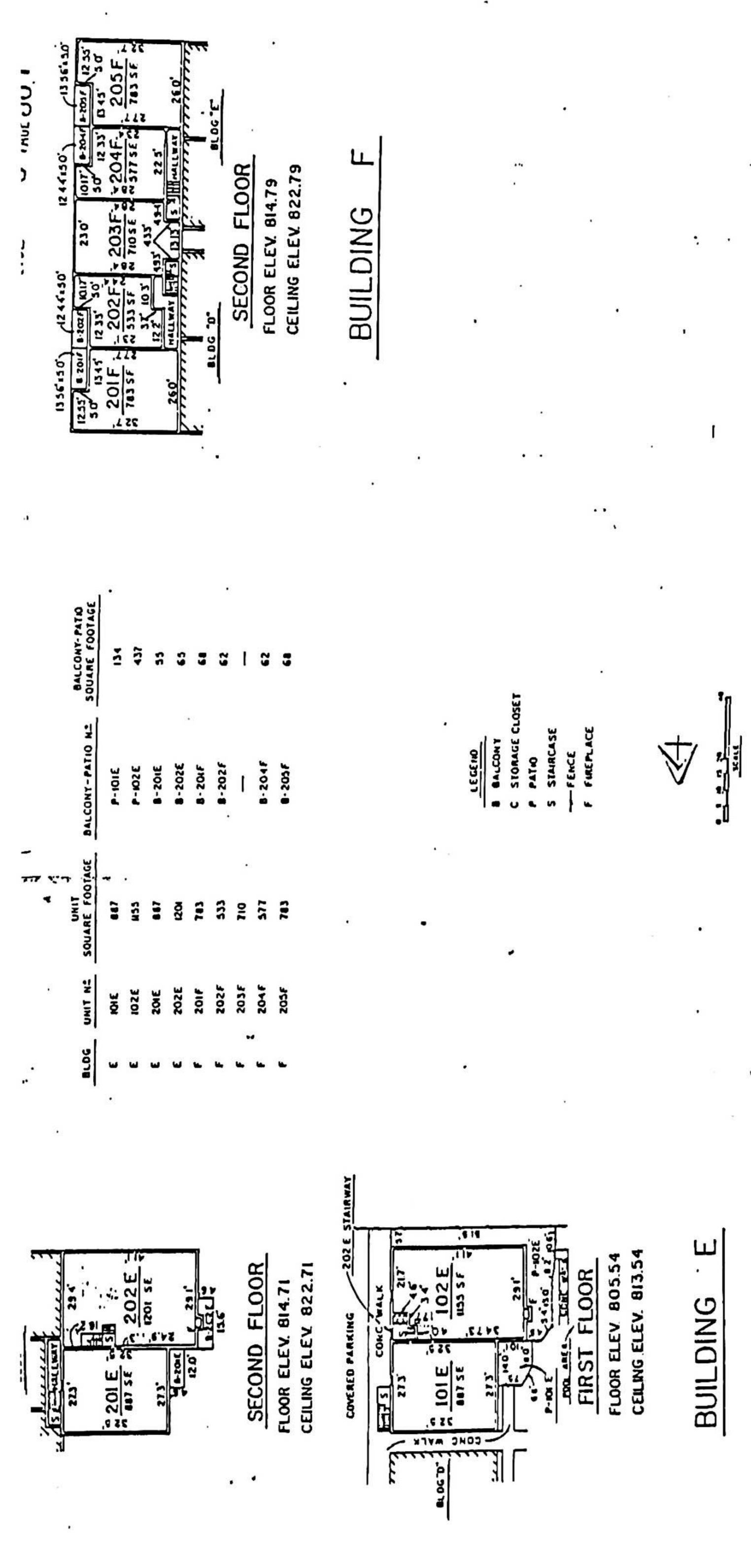
BUILDING

CONDOMINIUM PROJECT



BEXAR COUNTY

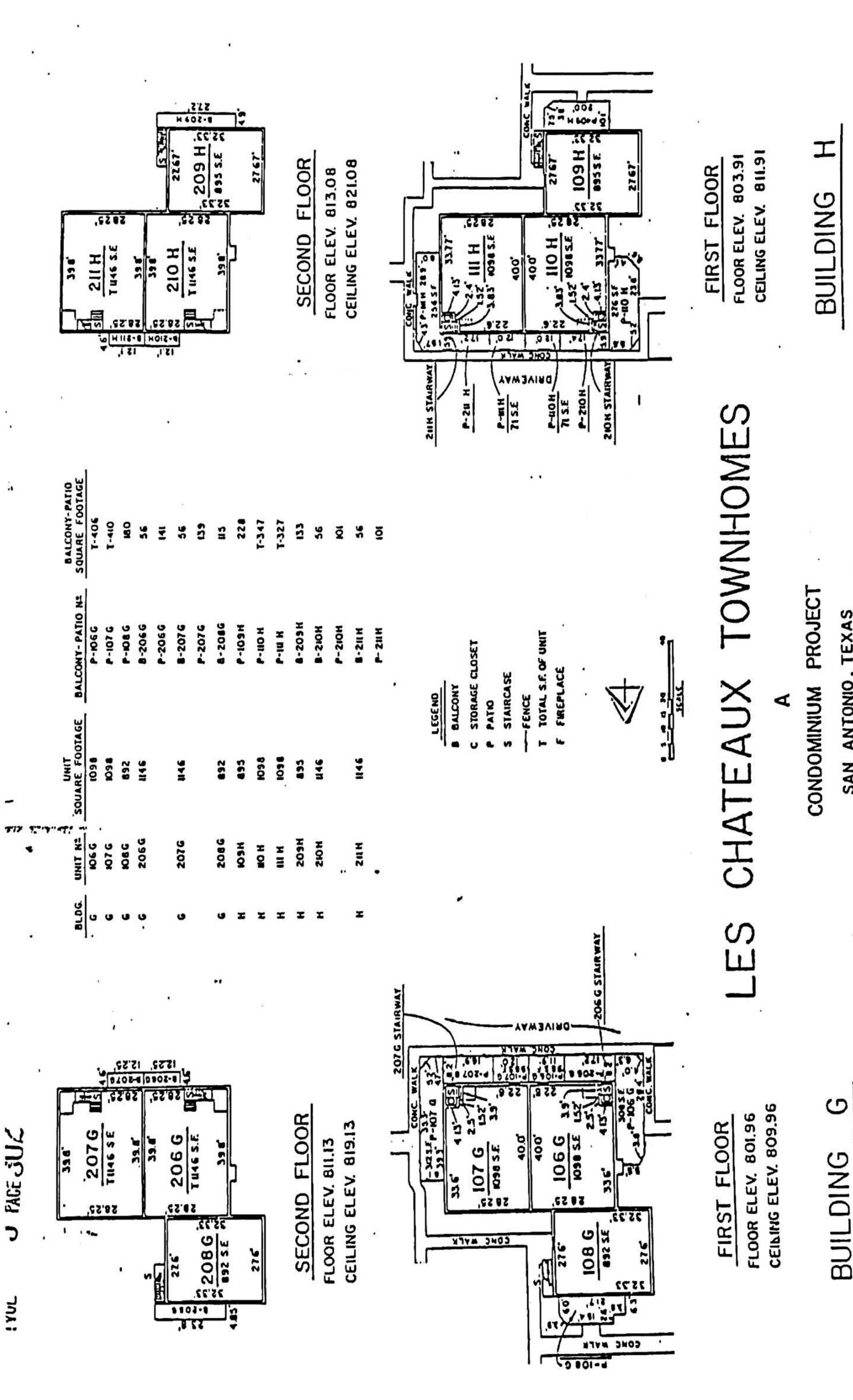
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## ES CHATEAUX TOWNHOMES

CONDOMINIUM PROJECT

SAN ANTONIO, TEXAS BEXAR COUNTY



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SAN ANTONIO, TEXAS

2915' CES 150' CES 293'

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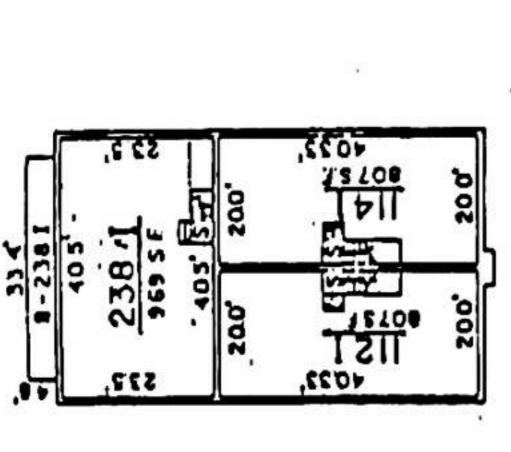
FLOOR

SECOND

316

CEILING ELEY 821.98

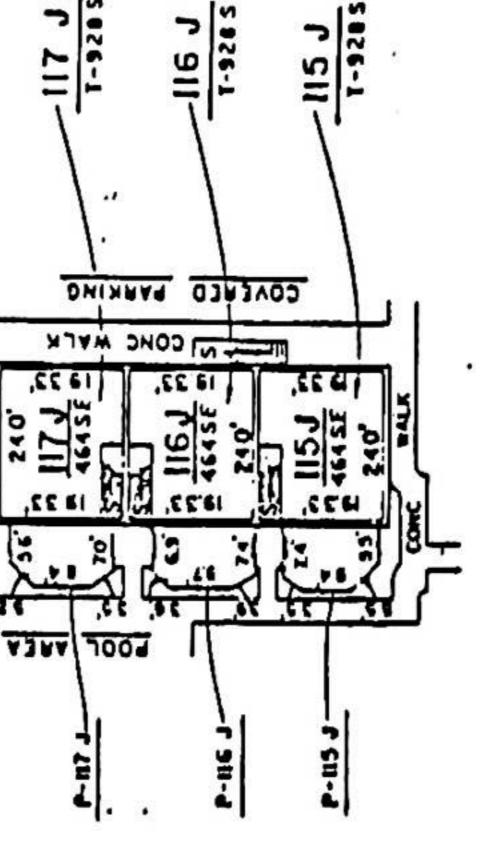
FLOOR ELEV. 813.98



200 200.	112 L 112 L	200,	SECOND FLOOR	FLOOR ELEV. 814.01

I       II21       H23       P-II21       204         I       I141       I423       P-II41       I80         I       2381       363       8-2381       I60         J       II53       928       P-II53       I43         J       II64       928       P-II63       I44         J       II73       928       P-II73       I27         J       2364       873       8-2364       57         J       2373       876       8-2373       57	BLDG.	- 1	SQUARE FOOTAGE	BALCONY - PATIO Nº	BALCONY - PATIO SOUARE FOOTAGE
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LAUNDRY ROOM

BOILER ROOM

MAINTENANCE ROOM

CONCIMELR

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112

CLUB ROOM

CERLING ELEY 822.01

S.E

63

AMEA

BALCONY

LEGENO

FLOOR ELEY, 804.81 CEILING ELEY, 812.81 FIRST FLOOR

## BUILDING

## **TOWNHON**

CEILING ELEY. 812.84

BUILDING

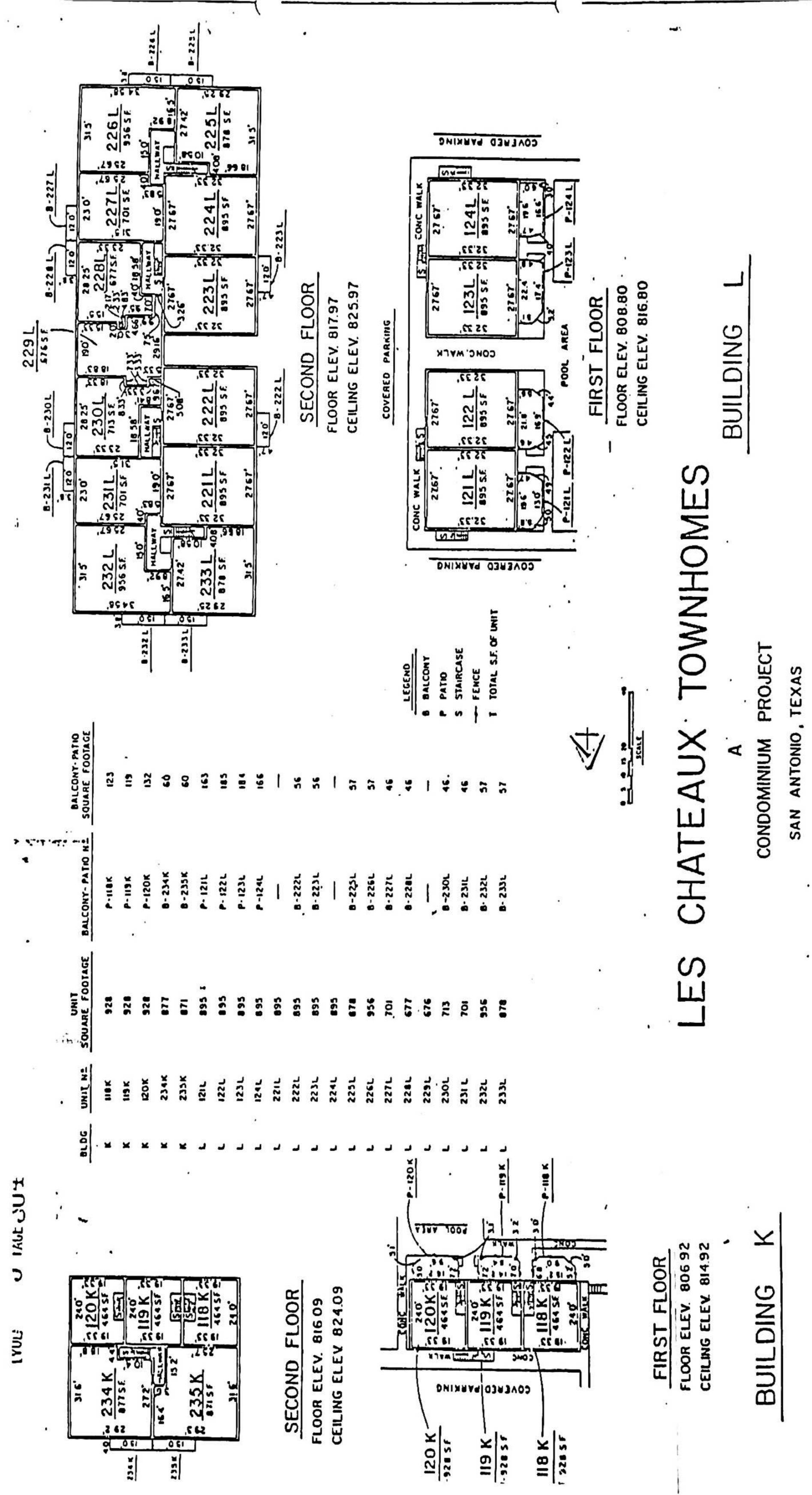
FLOOR ELEY. 804.84

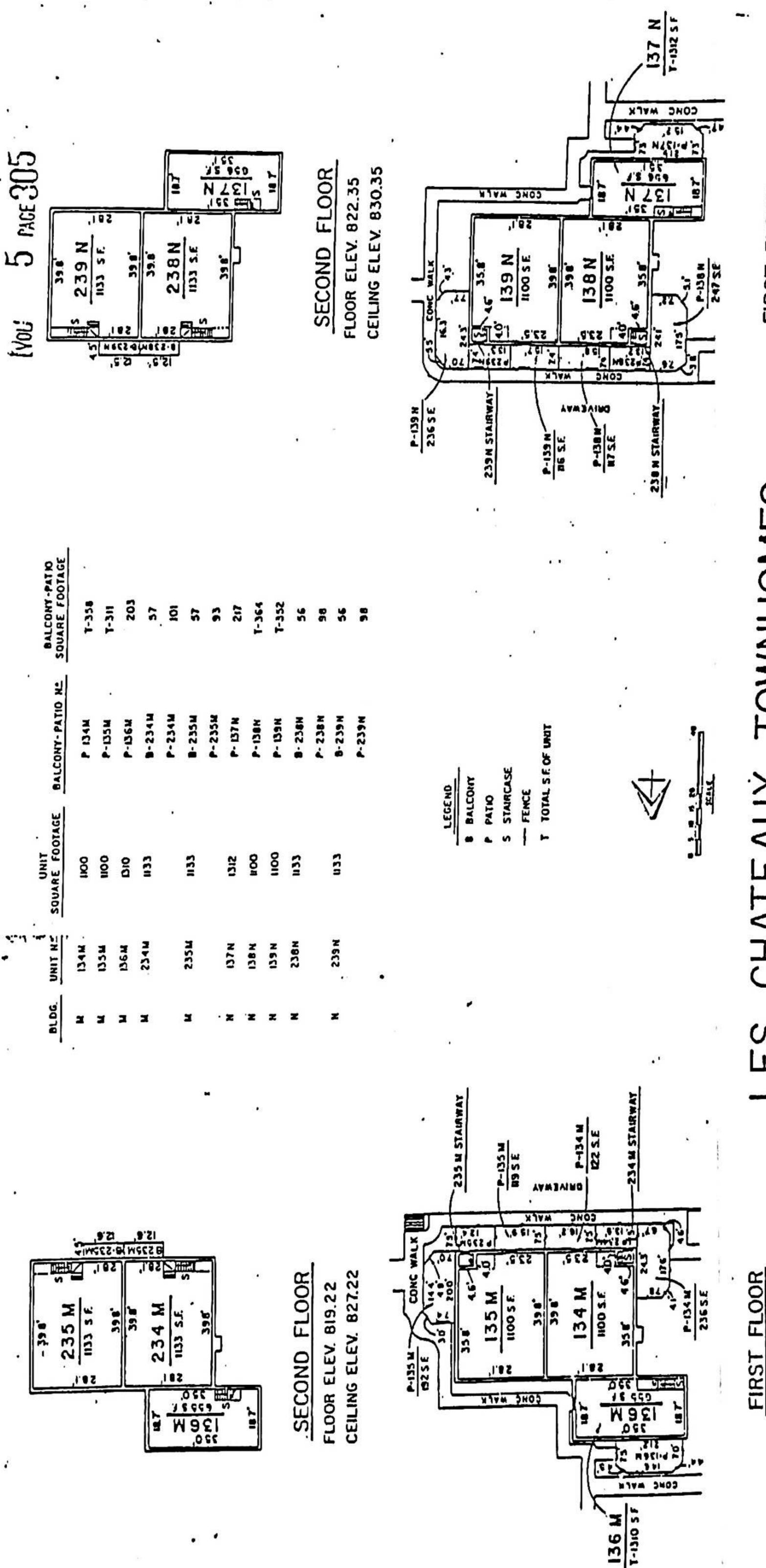
FLOOR

FIRST

CONDOMINIUM PROJECT

SAN ANTONIO, TEXAS





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TOWNHOR CHATEAUX

CONDOMINIUM PROJECT

SAN ANTONIO, TEXAS

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BUILDING

CEILING ELEY. 818.05

810.05

FLOOR ELEV.

BEXAR COUNTY

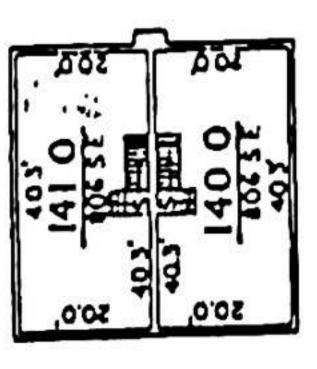
BUILDING

CEILING ELEY. 821.18

FLOOR ELEV. 813.18

FLOOR

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BALCONY
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CEILING ELEY 830.23

FLOOR ELEV. 822.23

SECOND FLOOR



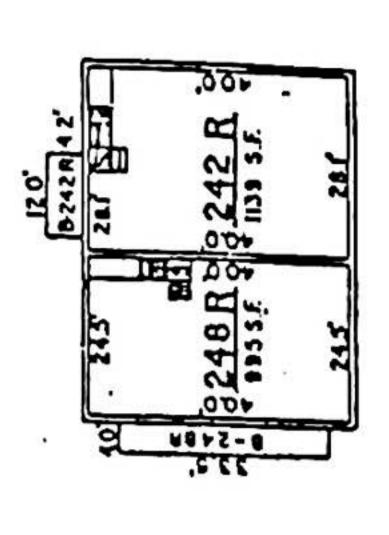
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LES CHATEAUX TOWNHOMES

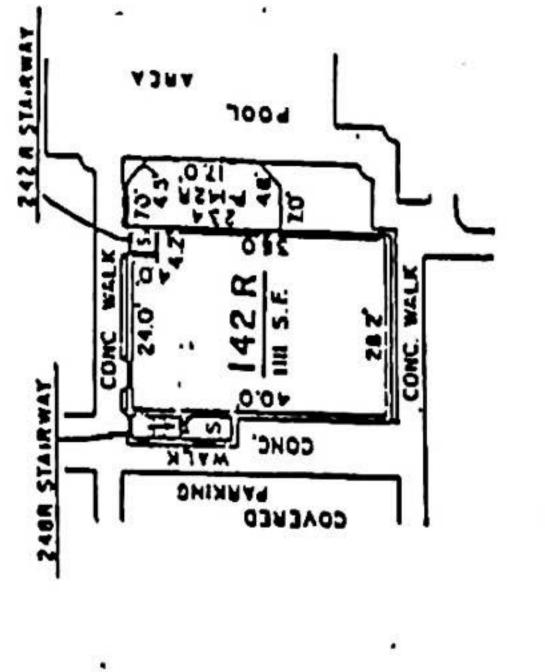
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CONDOMINIUM PROJECT

SAN ANTONIO, TEXAS



SECOND FLOOR FLOOR ELEV. 822.50 CEILING ELEV. 830.50



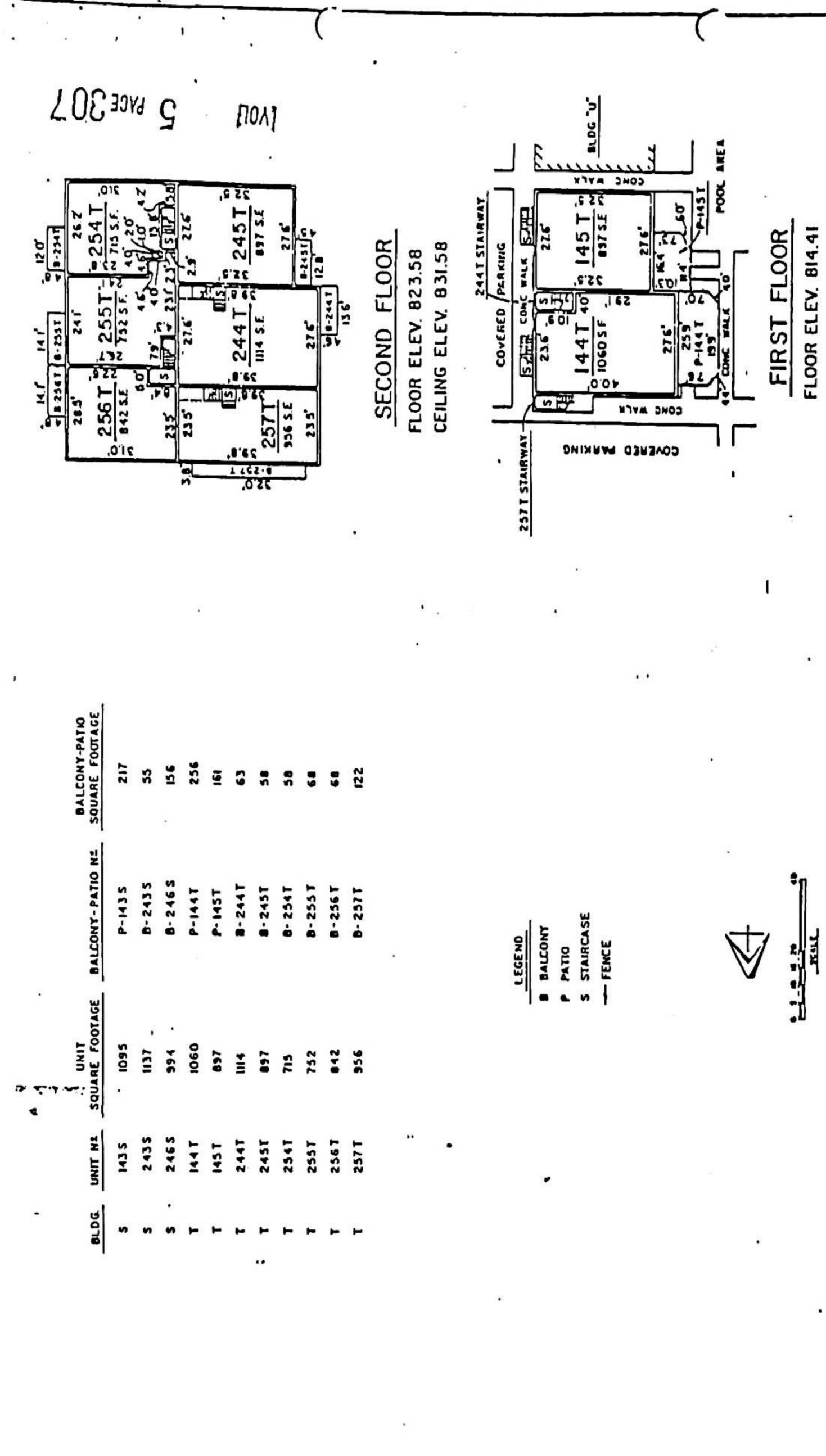
FIRST FLOOR FLOOR ELEY, 813.33 CEILING ELEY, 821.33 BUILDING

BUILDING

CEILING ELEY. 821.06

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FIRST FLOOR



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ASSA JOOR

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FLOOR

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FLOOR ELEV.

## ES CHATEAUX TOWNHOMES

S

BUILDING

CEILING ELEY. 820.29

FLOOR ELEV. 812.29

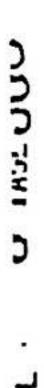
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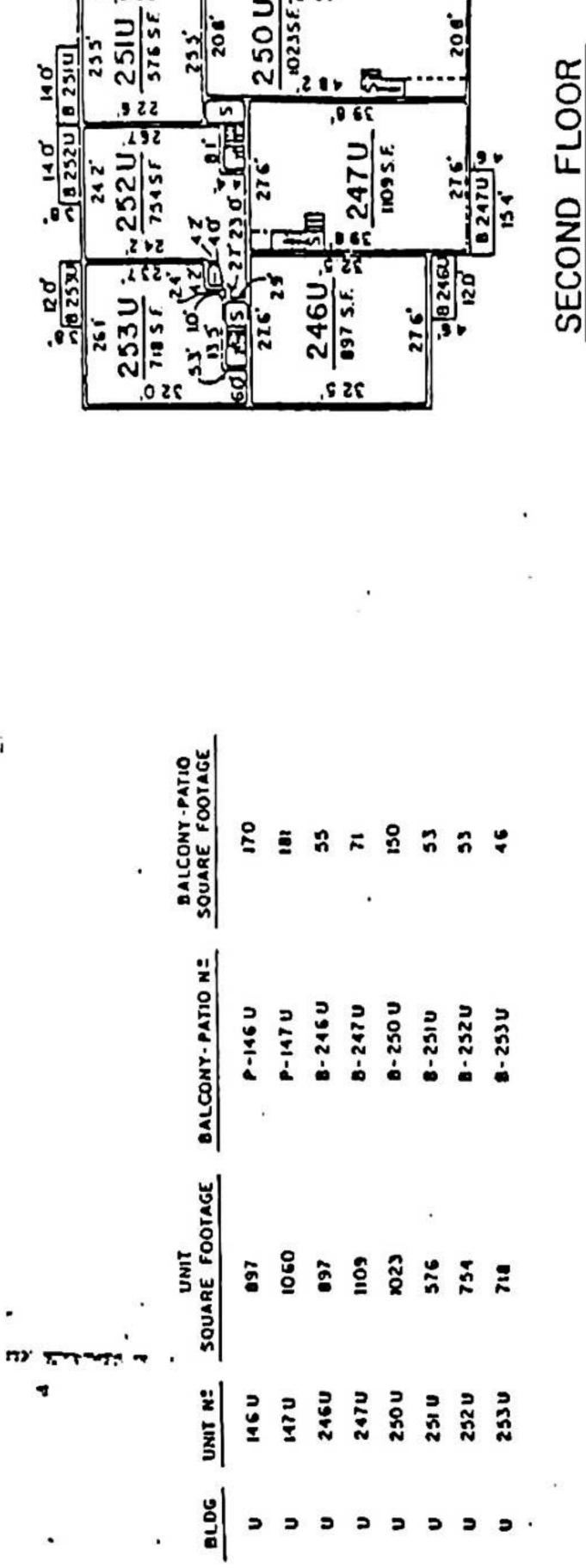
CEILING ELEY. 822.

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CONDOMINIUM PROJECT

SAN ANTONIO, TEXAS





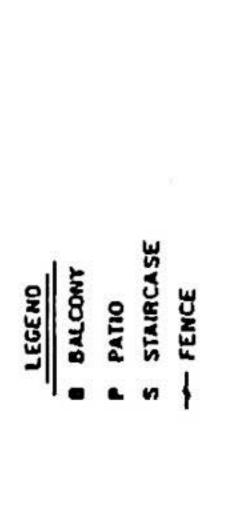
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CEILING ELEV. 830.06

PARKING

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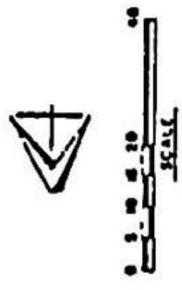
FLOOR\_ELEV. 822.06



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COHC. WALK



# LES CHATEAUX TOWNHOMES

CERING ELEV. BZO.89

FLOOR ELEY, 812.89

FIRST

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CONDOMINIUM PROJECT

SAN ANTONIO, TEXAS