



The State of Texas

Secretary of State

JULY 20, 1989

NANCY J. PARRALES--ROSEMARY H. KONEN  
7870 BROADWAY STE 200 BLDG C  
SAN ANTONIO TX 78209

RE:  
COLONIES VILLAGE CONDOMINIUM ASSOCIATION, INC.  
CHARTER NUMBER 01120996-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



VERY TRULY YOURS,

*George S. Boyer Jr.*  
Secretary of State



The State of Texas  
Secretary of State

CERTIFICATE OF INCORPORATION  
OF

COLONIES VILLAGE CONDOMINIUM ASSOCIATION, INC.  
CHARTER NUMBER 01120996

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE  
CORPORATION, DULY SIGNED AND VERIFIED HAVE BEEN RECEIVED IN THIS  
OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY  
VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES  
THIS CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE  
ARTICLES OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE  
USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER  
UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE  
ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JULY 14, 1989



*Joseph S. Bayard Jr.*  
Secretary of State

FILED  
In the Office of the  
Secretary of State of Texas

JUL 14 1989

ARTICLES OF INCORPORATION

OF

Corporations Section

COLONIES VILLAGE CONDOMINIUM ASSOCIATION, INC.

In compliance with the requirements of the Texas Non-Profit Corporation Act, the undersigned, all of whom are residents of San Antonio, Bexar County, Texas and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is COLONIES VILLAGE CONDOMINIUM ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The corporation is a non-profit corporation.

ARTICLE III

The period of its duration is perpetual.

ARTICLE IV

The street address of the initial registered office of the Association is located at Texas Community Management, Inc., 8015 Broadway, Suite 216, San Antonio, Texas 78209.

ARTICLE V

Nancy Strauss, whose address is 8015 Broadway, Suite 216, San Antonio, Texas 78209, is hereby appointed the initial registered agent of this Association.

ARTICLE VI

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or

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profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

See Exhibit "A" attached, hereinafter "the Property".

and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Condominium Declaration for Colonias Village, hereinafter called the "Declaration", applicable to the Property and recorded in the Condominium Records of Bexar County, Texas, and as the same may be amended from time to time as therein provided, the Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Texas by law may now or hereafter have or exercise.

## ARTICLE VII

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

## ARTICLE VIII

### VOTING RIGHTS

All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

## ARTICLE IX

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Darlene Bryant  
840 Canterbury Hill  
San Antonio, TX 78209

James Dyke  
9503 Powhatan, #402  
San Antonio, TX 78230

Richard Tillery  
9419 Powhatan, #703  
San Antonio, TX 78230

Pat Johnson  
9503 Powhatan, #301  
San Antonio, TX 78230

Loretta Lanicek  
9503 Powhatan, #203  
San Antonio, TX 78230

#### ARTICLE X

The name and address of each incorporator is:

Nancy Strauss  
8015 Broadway, Ste. 216  
San Antonio, TX 78209

Rosemary B. Konen  
7870 Broadway, Ste. 200C  
San Antonio, TX 78209


Carrie Shipp  
8015 Broadway, Ste. 216  
San Antonio, TX 78209

#### ARTICLE XI

##### AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Texas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 22<sup>ND</sup> day of December, 1988.

  
\_\_\_\_\_  
NANCY STRAUSS

ML8263 PG0898

STATE OF TEXAS \*  
\*  
COUNTY OF BEXAR \*

"Before me, the undersigned notary public, on this day personally appeared NANCY STRAUSS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

"Given under my hand and seal of office this 27<sup>th</sup> day of December, 1988."

*Handa S. Starley*  
Notary Public, State of Texas

*Carrie Shipp*  
CARRIE SHIPP

STATE OF TEXAS \*  
\*  
COUNTY OF BEXAR \*

"Before me, the undersigned notary public, on this day personally appeared CARRIE SHIPP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

"Given under my hand and seal of office this 5 day of January, 1989."

*Handa S. Starley*  
Notary Public, State of Texas

*Rosemary B. Konen*  
ROSEMARY B. KONEN

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STATE OF TEXAS \*  
\*  
COUNTY OF BLXAR \*

"Before me, the undersigned notary public, on this day personally appeared ROSEMARY B. KONEN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

"Given under my hand and seal of office this 5 day of January, 1982."

Martha G. Starley  
Notary Public, State of Texas

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EXHIBIT "A"

Being a 2 210 Acre tract and being Lots 26 through 29 inclusive, Block 29, N C B 13919, Colonies North Subdivision, Price George Colony, San Antonio, Texas as recorded in Volume 6900, Page 58 and being Lot 22, Block 29, N C B 13919, Hidden Creek Subdivision, Unit 1, San Antonio, Texas as recorded in Volume 6800 Page 124, Deed and Plat Records, Bexar County, Texas and being more fully described as follows:

Beginning at an iron pin set for the Northeast corner of Lot 26, Block 29, N C B 13919 on the West line of Powhatan Dr , said point of beginning being S27°32'50" E 305 67 feet with the West line of Powhatan Dr. from the South line of Tioga Drive,

Thence S 27°32'50" E 116 81 feet with the West line of Powhatan Drive to the beginning of a curve to the left,

Thence, in a Southeasterly direction 47 88 feet with said curve to the left whose radius is 130.00 feet and with the West to Southwest line of Powhatan Drive to the end of the curve,

Thence, S 48°39'00" E 182 58 feet with the Southwest line of Powhatan Drive to the beginning of a curve to the left,

Thence, in a Southeasterly direction 204.06 feet with said curve to the left whose radius is 430 00 feet and with the Southwest line of Powhatan Drive to the beginning of another curve to the right,

Thence, in a Southeasterly direction 124 17 feet with said curve to the right whose radius is 370 00 feet and with the Southwest line of Powhatan Drive to an iron pin set for the East corner of Lot 22, Block 29 N.C.B. 13919,

Thence, S 41°35'15" W 158 98 feet with the Southeast line of Lot 22, Block 29, N C B 13919 to an iron pin set for the South corner of said Lot 22,

Thence, N 59°27'46" W 329 74 feet with the Southwest line of Lot 22, Block 29, N C B 13919 to an iron pin set for the West corner of said Lot 22, said point also being the South corner of Lot 29, Block 29, N.C.B 13919.

Thence, N 48°39'00" W 360 00 feet with the Southwest line of Lots 26 through 29 inclusive, Block 29, N C B. 13919 to an iron pin set for the West corner of said Lot 26,

Thence, N 51°02'06" E 189 47 feet with the Northwest line of said Lot 26 to the point of beginning and containing 2 210 Acres of land more or less

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RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC

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 FILED in its Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County Texas on

Filed for Record in:  
BEXAR COUNTY, TX  
GERRY RICKHOFF, COUNTY CLERK

On Jan 05 2000

At 9:40am

Receipt #: 294100  
Recording: 79.00  
Doc/Mgmt: 6.00

Doc/Num : 2000-0001706

Deputy -Michelle Garcia

JAN 06 2000



*Gerry Rickhoff*  
COUNTY CLERK BEXAR COUNTY TEXAS

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FIRST AMENDED

BY-LAWS

OF

COLONIES VILLAGE CONDOMINIUM ASSOCIATION, INC.

Article IV of the By-Laws was amended to read as follows

ARTICLE IV

Section 1 Number and Qualifications. Subject to the provisions except as is provided in Section 4 of this Article, the affairs of this Association shall be governed by a Board of Managers composed of at least five (5) persons.

Section 5 Election and Term of Office At the annual meeting of the Association, the term of office of two (2) Managers shall be fixed at one (1) year, the term of office of two (2) Managers shall be fixed at two (2) years, and the term of office of one (1) Manager shall be fixed at three (3) years At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three years. The persons acting as Managers shall hold office until their successors have been elected and hold their first meeting

The undersigned President of the Colonies Village Condominium Association, Inc., hereby certifies that the foregoing amendments have been passed and approved by the owners, representing at least seventy-five percent (75%) of the aggregate interest of the undivided ownership of the General Common Elements, at a meeting duly called and conducted for such purpose and in accordance with the requirements of Article VIII of the By-Laws of Colonies Village Condominium Association.

SIGNED as of the 15<sup>th</sup> day of May, 1988.

Patricia Bryant  
President

STATE OF TEXAS \*  
\*  
COUNTY OF BEXAR \*

This instrument was acknowledged before me on the 15<sup>th</sup> day of May, 1988, by DARLENE BRYANT, President for the Board of Directors of COLONIES VILLAGE CONDOMINIUM ASSOCIATION, INC., on behalf of said corporation

SWORN TO AND SUBSCRIBED before me, under my official hand and seal of office on this the 15<sup>th</sup> day of May, 1988

Corrie Jupp  
Notary Public, State of Texas  
My Commission Expires

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EXHIBIT J  
BY-LAWS  
OF  
COLONIES VILLAGE  
CONDOMINIUM ASSOCIATION

The name of the organization shall be Colonies Village Condominium Association.

ARTICLE I.

Object

1. The purpose for which this non-profit association is formed is to govern the condominium property situated in the County of Bexar, State of Texas, which property is described on the attached "Exhibit B", which by this reference is made a part hereof, and which property has been submitted to the provisions of the Condominium Act of the State of Texas. (Acts 1963, 58th Leg., p. 507, ch. 191).

2. All present or future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "Units") of the projects or the mere act of occupancy of any of said Units will signify that these By-Laws are accepted, ratified, and will be complied with.

ARTICLE II.

Membership, Voting, Quorum, Proxies

1. Membership. Any person on becoming an owner of a Unit shall automatically become a member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action wherever such person ceases to own a Unit, but such termination shall not relieve or release any such former owner from liability or obligation incurred under or in any way connected with Colonies Village during the period of such ownership and membership in the Association, or impair any rights or remedies which the

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Board of Managers of the Association or other may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Managers may, if it so elects, issue one membership card to the owner(s) of a Unit. Such membership card shall be surrendered to the Secretary whenever ownership of the Unit designated thereon shall terminate.

2. Voting. Voting shall be based upon the percentage of the undivided interest of each Unit owner in the General Common Elements. An owner of an undivided fractional ownership interest in and to a Unit shall be entitled to vote equal to his fractional ownership interest in such Unit. Cumulative voting is prohibited.

3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of owners representing thirty per cent (30%) ownership of the General Common Elements shall constitute a quorum.

4. Proxies. Votes may be cast in person or by proxy. Proxies may be filed with the Secretary before the appointed time of each meeting.

### ARTICLE III

#### Administration

1. Association Responsibilities. The owners of the Units will constitute the Association of Unit Owners, hereinafter referred to as "Association", who will have the responsibility of administering the project through a Board of Managers.

2. Place of Meetings. Meetings of the Association shall be held at such place as the Board of Managers may determine.

3. Annual Meeting. There shall be a meeting of the Association on the second Friday of December of each year at 8.00 p.m. upon the Common Area or at such other reasonable time and place (not more than sixty (60) days before or after such date) At such meetings

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there shall be elected by ballot of the owners, a Board of Managers in accordance with the requirements of Paragraph 1 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Managers or upon a petition signed by thirty per cent (30%) of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of four-fifths of the owners present, either in person or by proxy.

5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least five (5), but not more than ten (10) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

6. Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting at a time not less than forty-eight (48) hours from the time the original meeting was called.

7. Order of Business. The order of business at all meetings of the owners of Units shall be as follows.

- a. Roll call,
- b. Proof of notice of meeting or waiver of notice,
- c. Reports of officers,
- d. Reading of minutes of preceding meeting;
- e. Reports of committees,
- f. Election of managers,
- g. Unfinished business, and
- h. New business.

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ARTICLE IV

Board of Managers

1. Number and Qualifications. Subject to the provisions except as is provided in Section 4 of this Article, the affairs of this Association shall be governed by a Board of Managers composed of three (3) persons.

2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first-class residential condominium project. The Board of Managers may do all such acts and things as are not by these By-Laws or by the Condominium Declaration for Colonies Village, directed to be exercised and done by the owners.

3. Other Powers and Duties. The Board of Managers shall be empowered and shall have the duties as follows:

(a) To administer and enforce the covenants, conditions, restrictions, uses, limitations, obligations, and all other provisions set forth in the Condominium Act of the State of Texas.

(b) To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered to, or mailed to, each member promptly upon the adoption thereof.

(c) To keep in good order, condition and repair all of the General and Limited Common Elements and all items of personal property used in the enjoyment of the entire premises.

(d) To insure and keep insured all of the insurable General Common Elements of the property in an amount equal to their maximum replacement value as provided in the Declaration. Maximum replacement value shall be determined annually by one or more written appraisals. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts of not less than \$100,000.00 per person and \$300,000.00 per accident and \$50,000.00 property damage. To insure and keep insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the owners of the condominium units and their first mortgagees.

(e) To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the owners toward the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments. To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special assessments shall be in an itemized statement form, and shall set forth the details of the various expenses for which the assessments are being made.

(f) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws.

(g) To protect and defend the entire premises from loss and damage by suit or otherwise.

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(h) To borrow funds in order to pay for any expenditure or outlay required; to execute all such instruments evidencing such indebtedness, and such indebtedness shall be the several obligation of all of the owners in the same proportion as their interest in the General Common Elements.

(i) To enter into contracts within the scope of their duties and powers.

(j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Managers.

(k) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements, and to permit examination thereof at any reasonable time by each of the owners, and to cause a complete audit of the books and accounts by a competent certified public accountant once each year.

(l) To prepare and deliver annually to each owner a statement showing all receipts, expenses or disbursements since the last such statement.

(m) To meet at least once each quarter.

(n) To designate the personnel necessary for the maintenance and operation of the General and Limited Common Elements

(o) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the communal aspect of condominium ownership.

4. Managing Agent. The initial Managing Agent shall

be H B ZACHRY PROPERTY (LS, INC , whose address is 3/40 Colony Drive,

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San Antonio, Texas 78201. Until a date three years from the date of completion of construction of the project or until all Units have been sold, whichever is sooner, the rights, duties, and functions of the Board of Managers shall, at Declarant's option, be exercised by the Declarant.

5. Election and Term of Office. At the first annual meeting of the Association, the term of office of one Manager shall be fixed for three years, the term of office of one Manager shall be fixed at one year. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three years. The three persons acting as Managers shall hold office until their successors have been elected and hold their first meeting.

6. Vacancies. Vacancies on the Board of Managers caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and each person so elected shall be Manager until a successor is elected at the next annual meeting of the Association.

7. Removal of Managers At any regular or special meeting duly called, any one or more of the Managers may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

8. Organization Meeting The first meeting of a newly elected Board of Managers shall be held within ten (10) days of the election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected, and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

9. Regular Meetings Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the Managers; but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each Manager, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

10. Special Meetings Special meetings of the Board of Managers may be called by the President on three (3) days' notice to each Manager, given personally or by mail, telephone or telegraph, which notice shall state time, place (as hereinabove provided) and purpose of the meeting.

11. Waiver of Notice. Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

12. Board of Managers' Quorum At all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business, and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

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ARTICLE V

OFFICERS

1. Designation. The officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Managers.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Managers at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers, or at any special meeting of the Board called for such purpose

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association of the Board of Managers. He shall have all the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Secretary. The Secretary shall keep all the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association, he shall have charge of such books and papers as the Board of Managers may direct; and he shall, in general, perform all the duties incident to the office of Secretary

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The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the Unit owned by such member and the garage or parking space and storage space assigned for use in connection with such Unit. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

6. Treasurer The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Managers.

#### ARTICLE VI

##### Indemnification of Officers and Managers

The Association shall indemnify every Manager or officer, his heirs, executors and administrators, against all loss costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Manager or officer of the Association, except as to matter as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the

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settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Manager or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Manager or officer may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses, provided, however, that nothing in Article VI herein contained shall be deemed to obligate the Association to indemnify any member or owner of a Unit who is or has been a Manager or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of Colonies Village as a member or owner of a Unit covered thereby.

#### ARTICLE VII

##### Obligations of Owner

1. Assessments. All owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses. The assessments shall be made pro rata according to percentage interest in and to the General Common Elements and shall be due monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members within the meaning of these By-Laws, if and only if, he shall have fully paid all assessments made or levied against him and the Unit owned by him.

##### 2 Maintenance and Repair.

(a) Every owner must perform promptly at his own expense all maintenance and repair work within his own Unit, which if omitted, would affect the project in its entirety or in a part belonging to other owners

(b) An owner shall maintain and keep in repair, the interior of his own Unit, including the fixtures thereof. All fixtures and equipment, including the heating

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and air conditioning system, installed within the Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Unit shall be maintained and kept in repair by the owner thereof without limitation on the generality of the foregoing, an owner shall maintain and keep in good repair (and replace, if so required) the air conditioning compressor, hot water heater unit, fans, ductwork, heating unit and cooling coils, utilized in and for his Unit; as well as all other fixtures situated within or installed into the Limited Common Elements appurtenant to such Unit, and an owner shall be obliged to promptly repair and replace any broken or cracked glass in windows and doors.

(c) Each owner shall keep clean the interior of the Limited Common Elements assigned to his Unit, but the actual maintenance, including painting and the replacement of doors and windows, shall be the responsibility of the Association

(d) An owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any General or Limited Common Element damaged by his negligence or by the negligence of his tenants or agents.

3. Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other Units and the appurtenant General Common Elements for labor, materials, services or other products incorporated in the owner's Unit. In the event suit for foreclosure is commenced, then within ninety (90) days thereafter, such owner shall be required to deposit with the Association cash or negotiable securities

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equal to the amount of such claim plus interest for one year, together with the sum of One Hundred Dollars (\$100.00). Such sum or proceeds shall be held by the Association pending final adjudication or settlement of the litigation. Disbursement of such funds or proceeds shall be made to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his Unit, which may be foreclosed as is provided in Paragraph 24 of the Declaration.

4. General.

(a) Each owner shall comply strictly with the provisions of the Condominium Declaration for Colonies Village.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Colonies Village project was built.

5. Use of Units - Internal Changes.

(a) All Units shall be utilized for single-family residential purposes only.

(b) An owner shall not make structural modifications or alterations to his Unit or installations located therein without previously notifying the Association in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Board of Managers. The Association shall have the obligation to answer within five (5) days after such notice, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

6. Use of Common Elements. Each owner may use the General Common Elements and the Limited Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

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7. Right of Entry.

(a) An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Managers in case of any emergency originating in or threatening his Unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance, and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

8. Rules and Regulations

(a) All owners shall promptly and completely comply with each of the rules and regulations herein contained or hereafter properly adopted.

(b) Nothing shall be done in any residential unit, nor shall same be occupied or used for any purpose, nor shall any commodity, product or personal property be kept therein or thereon which shall cause such improvements to be uninsurable against loss by fire or the perils included in an extended coverage endorsement under the rules of the State of Texas Insurance Commission or which might cause or warrant any policy or policies covering said premises to be cancelled or suspended by the issuing company.

(c) Owners and occupants of Units shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical in-

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struments, radios, phonographs, tele- vision sets, ampli- fiers and any other instruments or devices in such man- ner as may disturb owners, tenants or other occupants of Units of Colonias Village, and therefore no Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment occupants or other res- idents of adjoining Units, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or on any Unit or upon any part of the Common Elements of Colonias Village.

(d) The common area is intended for use for the purpose of affording vehicular and pedestrian movement within the condominium, and of providing access to the Units; those portions thereof adapted therefore for recreation- al use by in- owners and occupants of Units, and all thereof, for the beautification of the condominium and for providing privacy for the residents thereof through landscaping and such other means as shall be deemed appropriate. No part of the common area (Common Elements) shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall any part of the common area be used for general storage purposes after the completion of the construction of the Units by developer, except maintenance storage room, nor any- thing done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

(e) Not more than two (2) small dogs, cats or other usual small household pets may be kept in any Unit, pro- vided always that such household pets shall be allowed on the common area only as may be specified under reason- able rules therefor promulgated by the Board of Managers.

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Except as hereinabove stated, no animal, livestock, birds, or poultry shall be brought within the condominium or kept in or around any Unit thereof.

(f) No resident of the condominium shall post any advertisements, signs, or posters of any kind in or on the project, except as authorized by the Association.

(g) Parking of automobiles shall be only in the space designated as parking for each Unit; no unattended vehicle shall at any time be left in the alleys or streets in such manner as to impede the passage of traffic or to impair proper access to parking areas. No boats, trailers or campers will be left in parking areas. No storage of any objects shall be permitted in the driveway area and the same shall at all times be kept free of unreasonable accumulation of debris or rubbish of any kind.

(h) It is prohibited to hang ragments, rugs and/or any other materials from the windows or from any of the facades of the project.

(i) It is prohibited to dust rugs or other materials from the windows, or to clean rugs by beating on the exterior part of the Units, or to throw any dust, trash or garbage out of any of the windows of any of the Units.

(j) It is prohibited to throw garbage or trash outside the disposal areas provided for such purposes.

(k) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machine or air conditioning units or any other devices whatsoever on the exterior of the project or that protrude through the walls or out of the windows, or on the roof of the project save as are expressly in

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writing previously approved by the Association.

(1) No owner or other occupant of any Unit shall make any alteration, modification or improvement, nor add any awnings, patio covers or other devices to the Common Elements of the condominium or remove or add to any painting, structure, furnishings or other equipment or object therefrom except with the written consent of the Association.

9. Destruction or Obsolescence. Each owner shall, upon request therefor, execute a power of attorney in favor of the Association, irrevocably appointing the Association as his attorney-in-fact to deal with the owner's Unit upon its destruction or obsolescence as is provided in Paragraph 30 of the Condominium Declaration for Colonias Village.

#### ARTICLE VIII

##### Amendments to By-Laws

These By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least seventy five per cent (75%) of the aggregate interest of the undivided ownership of the General Common Elements.

#### ARTICLE IX

##### Mortgages

1. Notice to Association. An owner who mortgages his Unit shall notify the Association through the Managing Agent, if any, or the President of the Board of Managers, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgages of Units"

2. Notice of Unpaid Assessments. The Association shall, at the request of a mortgagee of a Unit, report any unpaid assessments due from the owner of such Unit.

ARTICLE X

Compliance

These By-Laws are set forth to comply with the requirements of the State of Texas Condominium Act. If any of these By-Laws conflict with provisions of said statute, it is hereby agreed and accepted that the provision of the statute will apply.

ARTICLE XI

Compensation

This Association is not organized for profit. No member, member of the Board of Managers, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Managers; provided, however, always (1) that reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member of the Board of Managers may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XII

Registered Agent

The registered office and the principal office of the transaction of business of this Association shall be 3740 Colony Drive, San Antonio, Texas, and the Registered Agent shall be James H. Uptmore at the same address.

ARTICLE XIII

Authorized Signatories

The persons who shall be authorized to execute any and all instruments of conveyance or encumbrances, including promissory notes, shall be the President and Secretary of the Association.


ARTICLE IV  
SURPLUS FUNDS

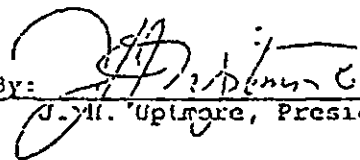
All surplus funds of the Association shall be retained by the Association and applied against future assessments on a pro-rata basis. Such funds shall only be applied or expended for the purposes for which they were originally assessed.

IN WITNESS WHEREOF, the undersigned herunto by and through its duly authorized officer has executed this 20<sup>th</sup> day of September, 1973.

ATTEST.

H. B. ZACHRY PROPERTIES, INC.


By:   
L. G. Briscoe, Jr.  
Assistant Secretary

By:   
J. H. Uptmore, President

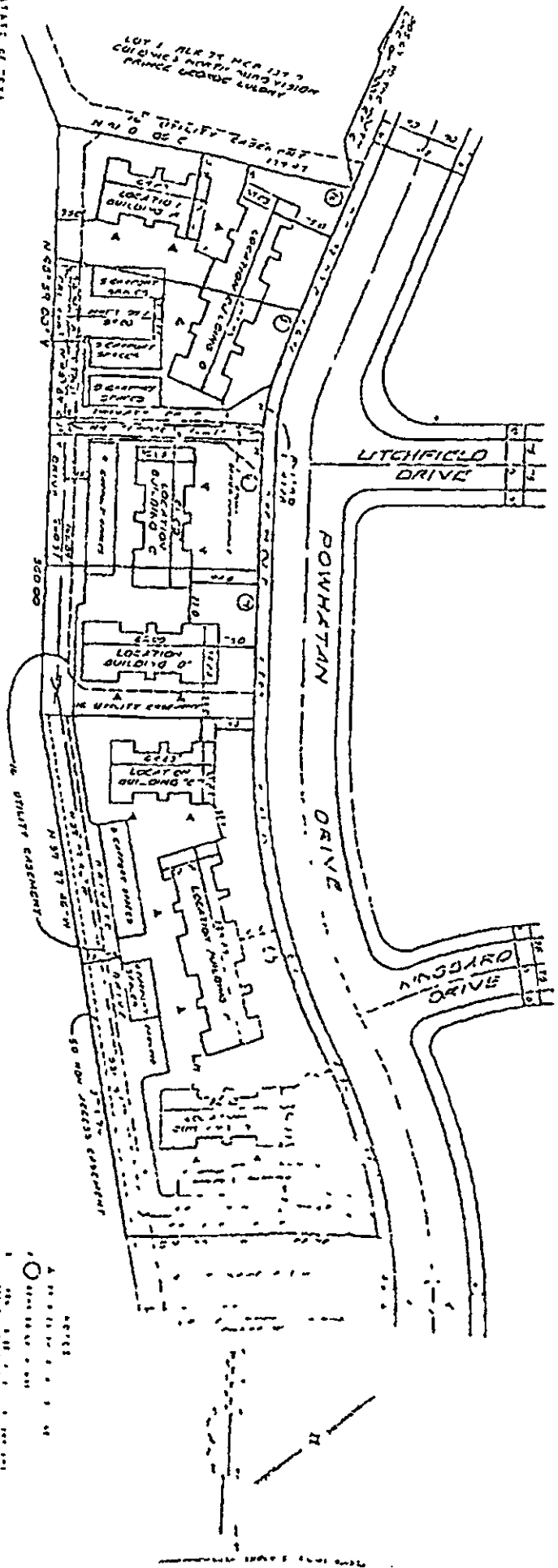
THE STATE OF TEXAS    X  
                                  X  
THE COUNTY OF BEXAR   X

BEFORE ME the undersigned authority, on this day personally appeared J H Uptmore, President of H. B. Zachry Properties, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 20<sup>th</sup> day of September, 1973.

  
Notary Public in and for Bexar County  
Texas

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STATE OF TEXAS  
 COUNTY OF DALLAS  
 I, JOHN A. L. WATSON, Surveyor, do hereby certify that the above and foregoing plat is a true and correct copy of the original plat on file in my office, and that the same has been duly recorded in the public records of the County of Dallas, Texas, in Book 10, Page 123.

BEING THE ORIGINAL PLAT FILED AND CORRECTLY REPRESENTS THE PROPERTY AND TYPE OF DEVELOPMENT OF THE CERTAIN 2.80 ACRES OF LAND

**COLONIES VILLAGE**  
 BEING 2.80 ACRES OUT OF COLONIES MONTH SUBDIVISION  
 PRINCE GEORGE COLONY AND HIDDEN CREEK SUBDIVISION  
 UNIT 1, SAN ANTONIO, TEXAS

N.B. ZELBY PROPERTY, INC.  
 SAN ANTONIO, TEXAS

N.B. ZELBY PROPERTY, INC.  
 ENGINEERING DEPARTMENT  
 SAN ANTONIO, TEXAS



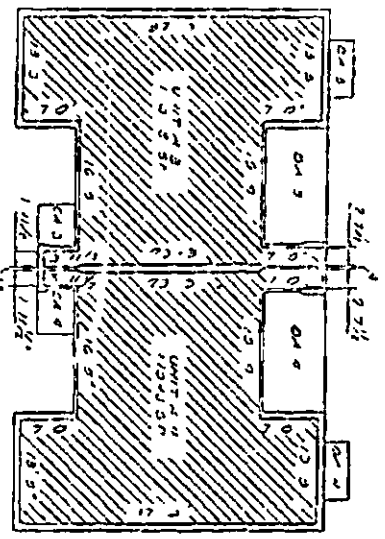
STATE OF TEXAS  
 COUNTY OF DALLAS  
 I, JOHN A. L. WATSON, Surveyor, do hereby certify that the above and foregoing plat is a true and correct copy of the original plat on file in my office, and that the same has been duly recorded in the public records of the County of Dallas, Texas, in Book 10, Page 123.



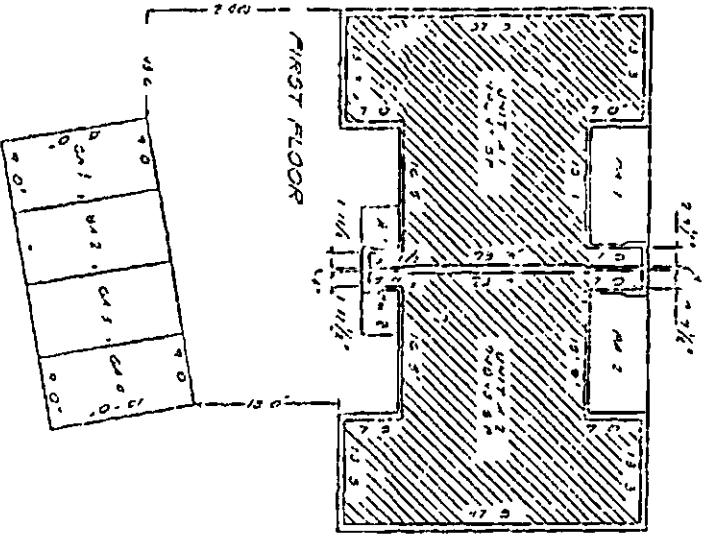
EXHIBIT 'G'  
 TO  
 CONDOMINIUM DECLARATION  
 FOR  
 COLONIES VILLAGE

ARTICLE 11  
 [Signature]

ARTICLE 12  
 [Signature]

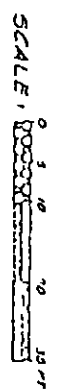


SECOND FLOOR



FIRST FLOOR

- NOTES
- 1 FINISHED FLOOR AND CEILING ELEVATIONS ON THE FIRST AND SECOND FLOORS ARE AS SHOWN.
  - 2 FINISHED FLOOR FINISHED CEILING ELEVATION EAST FLOOR UNIT NO. 2, 3, 4, 5.
  - 3 FINISHED FLOOR FINISHED CEILING ELEVATION WEST FLOOR UNIT NO. 1, 2, 3, 4, 5.
  - 4 FINISHED FLOOR FINISHED CEILING ELEVATION UNIT NO. 1, 2, 3, 4, 5.
  - 5 FINISHED FLOOR FINISHED CEILING ELEVATION UNIT NO. 1, 2, 3, 4, 5.



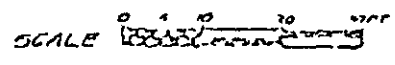
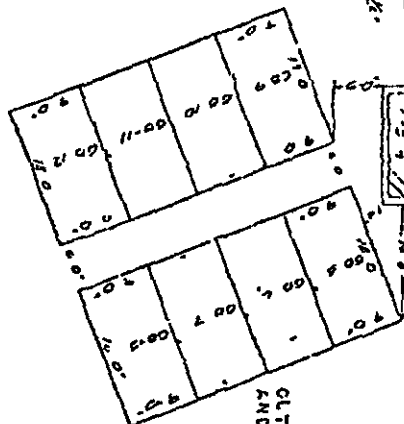
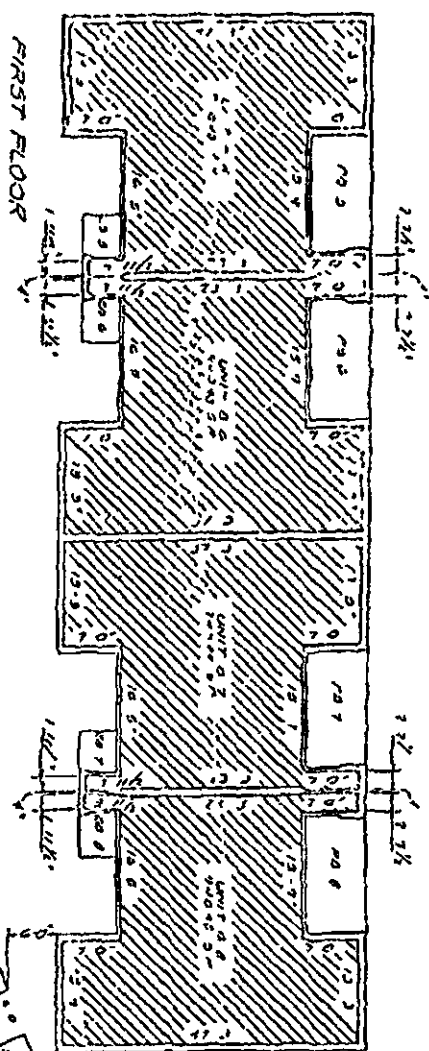
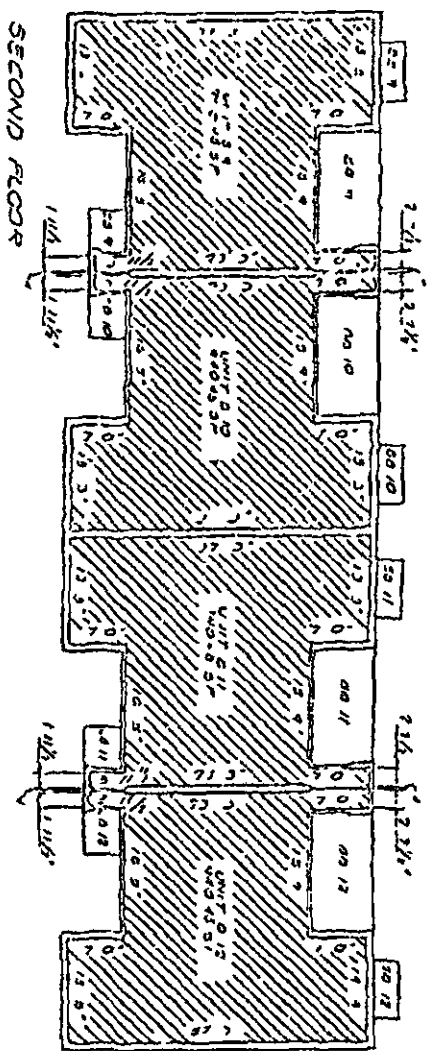
SCALE, 1" = 10'

COLONIES VILLAGE  
 OUT OF COLONIES NORTH SUBDIVISION, PRINCE GEORGE COUNTY  
 AND HIDDEN CREEK SUBDIVISION UNIT 1 5TH ANTONIO TEXAS

BUILDING "A"

EXHIBIT "C"  
 TO  
 CONDOMINIUM DECLARATION  
 FOR  
 1977





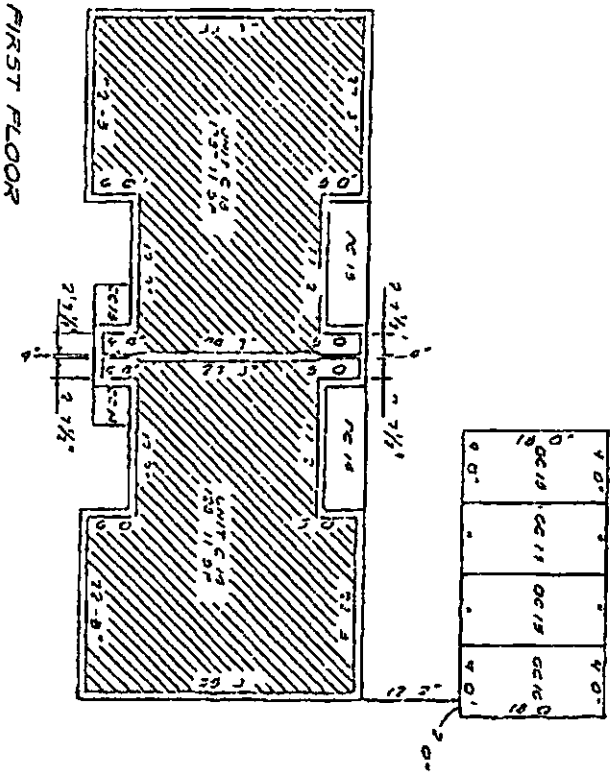
NOTES

1. FINISHED FLOOR AND CEILING ELEVATION OF THE FIRST AND SECOND FLOORS ARE AS FOLLOWS:

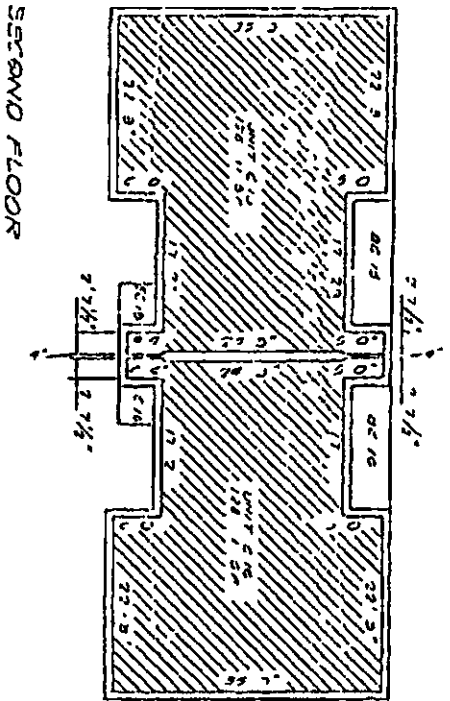
UNIT NO.	FIRST FLOOR	SECOND FLOOR	UNIT NO.	FIRST FLOOR	SECOND FLOOR
001	10.00	10.00	051	10.00	10.00
002	10.00	10.00	052	10.00	10.00
003	10.00	10.00	053	10.00	10.00
004	10.00	10.00	054	10.00	10.00
005	10.00	10.00	055	10.00	10.00
006	10.00	10.00	056	10.00	10.00
007	10.00	10.00	057	10.00	10.00
008	10.00	10.00	058	10.00	10.00
009	10.00	10.00	059	10.00	10.00
010	10.00	10.00	060	10.00	10.00
011	10.00	10.00	061	10.00	10.00
012	10.00	10.00	062	10.00	10.00
013	10.00	10.00	063	10.00	10.00
014	10.00	10.00	064	10.00	10.00
015	10.00	10.00	065	10.00	10.00
016	10.00	10.00	066	10.00	10.00
017	10.00	10.00	067	10.00	10.00
018	10.00	10.00	068	10.00	10.00
019	10.00	10.00	069	10.00	10.00
020	10.00	10.00	070	10.00	10.00
021	10.00	10.00	071	10.00	10.00
022	10.00	10.00	072	10.00	10.00
023	10.00	10.00	073	10.00	10.00
024	10.00	10.00	074	10.00	10.00
025	10.00	10.00	075	10.00	10.00
026	10.00	10.00	076	10.00	10.00
027	10.00	10.00	077	10.00	10.00
028	10.00	10.00	078	10.00	10.00
029	10.00	10.00	079	10.00	10.00
030	10.00	10.00	080	10.00	10.00
031	10.00	10.00	081	10.00	10.00
032	10.00	10.00	082	10.00	10.00
033	10.00	10.00	083	10.00	10.00
034	10.00	10.00	084	10.00	10.00
035	10.00	10.00	085	10.00	10.00
036	10.00	10.00	086	10.00	10.00
037	10.00	10.00	087	10.00	10.00
038	10.00	10.00	088	10.00	10.00
039	10.00	10.00	089	10.00	10.00
040	10.00	10.00	090	10.00	10.00
041	10.00	10.00	091	10.00	10.00
042	10.00	10.00	092	10.00	10.00
043	10.00	10.00	093	10.00	10.00
044	10.00	10.00	094	10.00	10.00
045	10.00	10.00	095	10.00	10.00
046	10.00	10.00	096	10.00	10.00
047	10.00	10.00	097	10.00	10.00
048	10.00	10.00	098	10.00	10.00
049	10.00	10.00	099	10.00	10.00
050	10.00	10.00	100	10.00	10.00

COLONIES VILLAGE  
 BLDG OF COLONY NORTH SUBD VIS ON PR 7000 COLG.  
 AND WIDE. CREEK SUBDIVISION UNIT 1, 518 ATONIO 72-5  
 BUILDING "B"

EXHIBIT "C"  
 70  
 CONDOMINIUM DEC. 1971



FIRST FLOOR



SECOND FLOOR

NOTES

1 FINISHED FLOOR AND CEILING ELEVATIONS OF THE FIRST AND SECOND FLOORS ARE AS FOLLOWS:

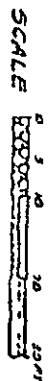
UNIT NO	FLOOR	FINISHED CEILING	FINISHED FLOOR
UC 10	FIRST FLOOR	9'-0"	0'-0"
UC 11	FIRST FLOOR	9'-0"	0'-0"
UC 12	FIRST FLOOR	9'-0"	0'-0"
UC 13	FIRST FLOOR	9'-0"	0'-0"
UC 14	FIRST FLOOR	9'-0"	0'-0"
C 10	SECOND FLOOR	9'-0"	1'-0"
C 11	SECOND FLOOR	9'-0"	1'-0"
C 12	SECOND FLOOR	9'-0"	1'-0"
C 13	SECOND FLOOR	9'-0"	1'-0"
C 14	SECOND FLOOR	9'-0"	1'-0"

2 FINISHED FLOOR AND CEILING ELEVATIONS OF THE FIRST AND SECOND FLOORS ARE AS FOLLOWS:

3 FINISHED FLOOR AND CEILING ELEVATIONS OF THE FIRST AND SECOND FLOORS ARE AS FOLLOWS:

4 FINISHED FLOOR AND CEILING ELEVATIONS OF THE FIRST AND SECOND FLOORS ARE AS FOLLOWS:

5 FINISHED FLOOR AND CEILING ELEVATIONS OF THE FIRST AND SECOND FLOORS ARE AS FOLLOWS:



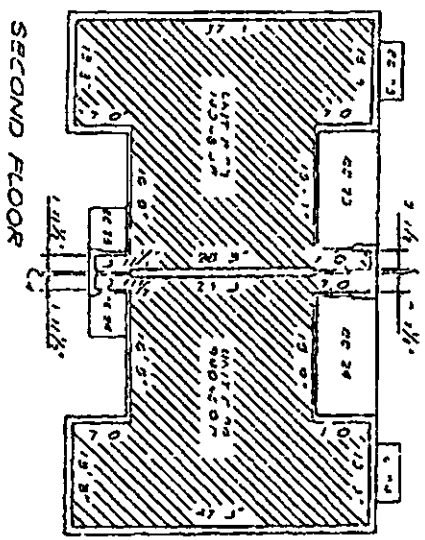
SCALE

COLONIES VILLAGE  
 OUT OF COLONIES NORTH SUBDIVISION, PRINCE GEORGE COUNTY,  
 AND HIDDEN CREEK SUBDIVISION UNIT 1, SAN ANTONIO, TEXAS.

BUILDING NO. 3

EXHIBIT "E"  
 COMPANION OF RECORD FOR  
 COLONIES VILLAGE





- NOTES
- 1 FINISHED FLOOR AND CEILING ELEVATIONS OF THE FIRST AND SECOND FLOORS
  - 2 PERIMETER LINES OF ALL UNITS CONFORM TO THE PERIMETER LINES OF THE UNITS AS SHOWN ON THE FIRST FLOOR PLAN
  - 3 UNITS 23, 24, 25 AND 26 ARE IDENTICAL UNITS WITH DIMENSIONS AS SHOWN ON THE FIRST FLOOR PLAN
  - 4 ALL WALLS ARE 12" THICK CONCRETE
  - 5 THE PLANES OF THE WALLS ARE PERPENDICULAR TO THE PLANE OF THE FLOOR AND CEILING IN ALL UNITS



COLONIES VILLAGE  
 PART OF COLONIES HOSPITAL SUBDIVISION, PHOENIX, ARIZONA  
 AND HIDDEN CREEK SUBDIVISION, UNIT 1, SAN ANTONIO, TEXAS  
 BUILDING 'E'

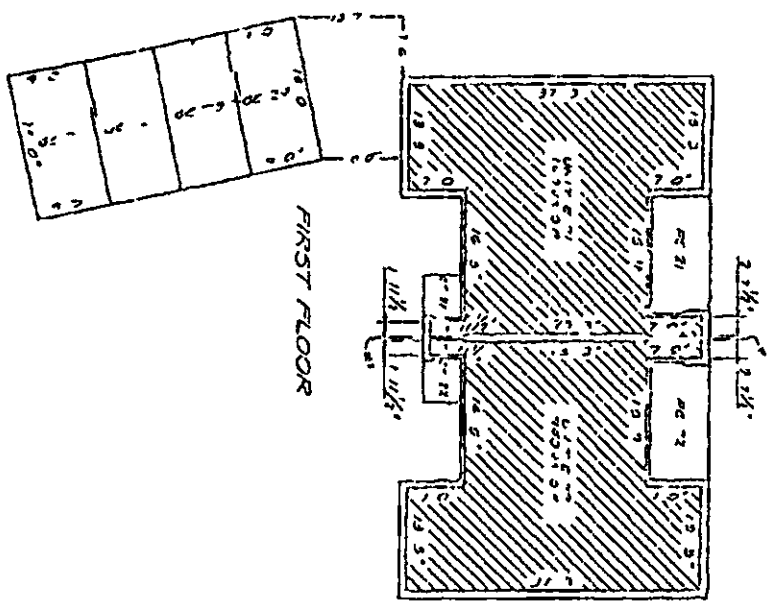
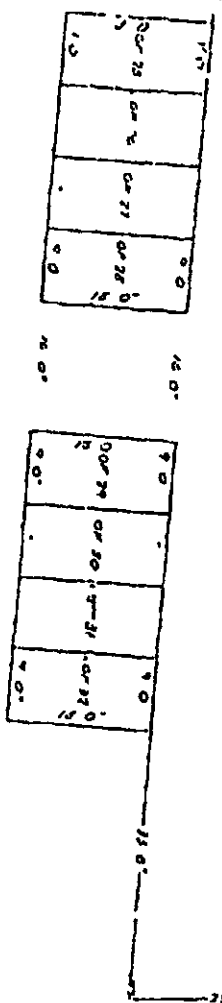
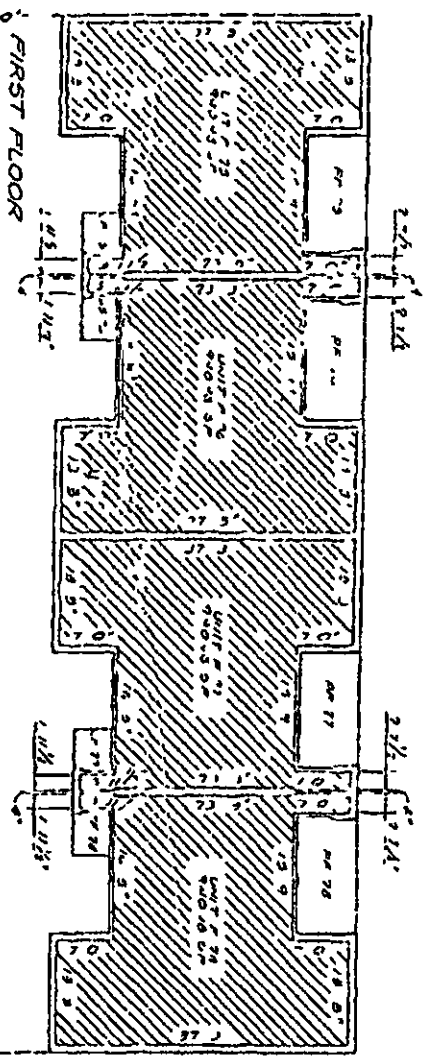
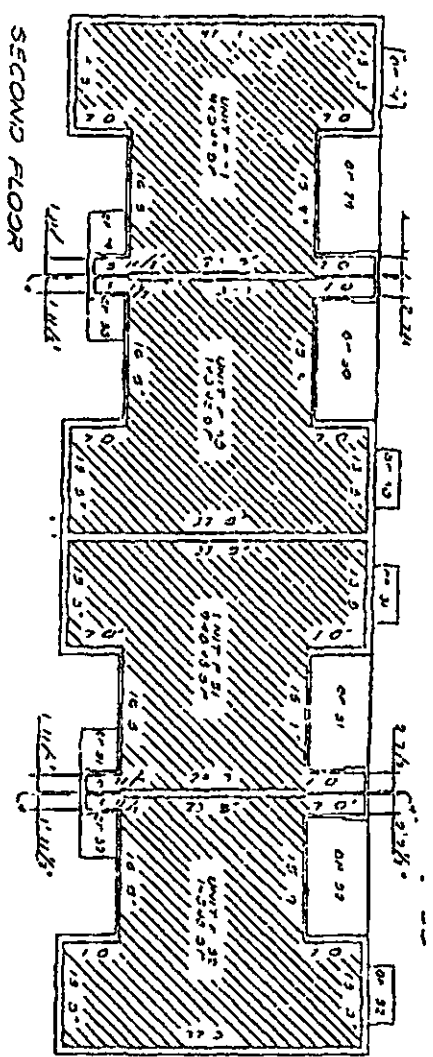


EXHIBIT 'G'  
 TO  
 CONDOMINIUM DECLARATION  
 FOR 'E'



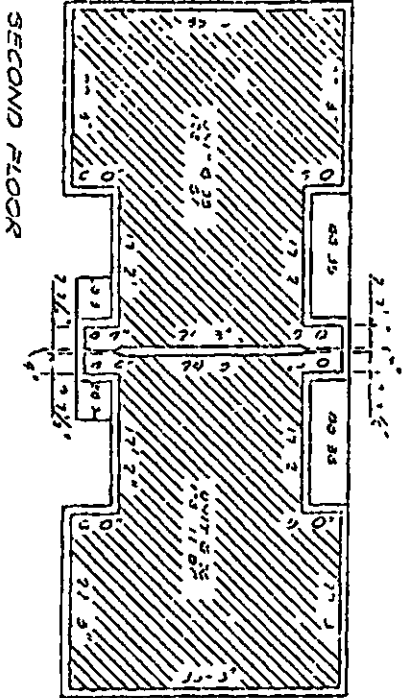
SCALE 1/8" = 1'-0"

NOTES

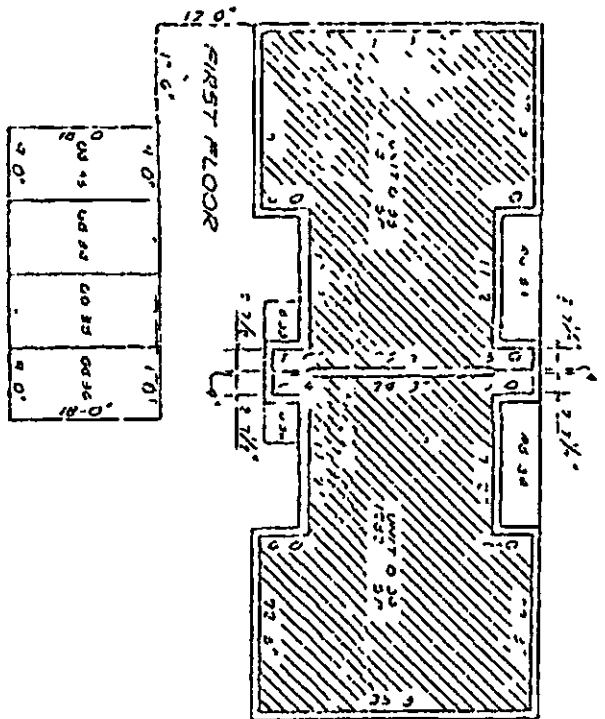
1. FINISH FLOOR AND CEILING ELEVATIONS OF THE FIRST AND SECOND FLOORS ARE AS FOLLOWS:

UNIT NO.	FIRST FLOOR	SECOND FLOOR	UNIT NO.	FIRST FLOOR	SECOND FLOOR
1-1	10'-0"	10'-0"	1-51	10'-0"	10'-0"
1-2	10'-0"	10'-0"	1-52	10'-0"	10'-0"
1-3	10'-0"	10'-0"	1-53	10'-0"	10'-0"
1-4	10'-0"	10'-0"	1-54	10'-0"	10'-0"
1-5	10'-0"	10'-0"	1-55	10'-0"	10'-0"
1-6	10'-0"	10'-0"	1-56	10'-0"	10'-0"
1-7	10'-0"	10'-0"	1-57	10'-0"	10'-0"
1-8	10'-0"	10'-0"	1-58	10'-0"	10'-0"
1-9	10'-0"	10'-0"	1-59	10'-0"	10'-0"
1-10	10'-0"	10'-0"	1-60	10'-0"	10'-0"
1-11	10'-0"	10'-0"	1-61	10'-0"	10'-0"
1-12	10'-0"	10'-0"	1-62	10'-0"	10'-0"
1-13	10'-0"	10'-0"	1-63	10'-0"	10'-0"
1-14	10'-0"	10'-0"	1-64	10'-0"	10'-0"
1-15	10'-0"	10'-0"	1-65	10'-0"	10'-0"
1-16	10'-0"	10'-0"	1-66	10'-0"	10'-0"
1-17	10'-0"	10'-0"	1-67	10'-0"	10'-0"
1-18	10'-0"	10'-0"	1-68	10'-0"	10'-0"
1-19	10'-0"	10'-0"	1-69	10'-0"	10'-0"
1-20	10'-0"	10'-0"	1-70	10'-0"	10'-0"
1-21	10'-0"	10'-0"	1-71	10'-0"	10'-0"
1-22	10'-0"	10'-0"	1-72	10'-0"	10'-0"
1-23	10'-0"	10'-0"	1-73	10'-0"	10'-0"
1-24	10'-0"	10'-0"	1-74	10'-0"	10'-0"
1-25	10'-0"	10'-0"	1-75	10'-0"	10'-0"
1-26	10'-0"	10'-0"	1-76	10'-0"	10'-0"
1-27	10'-0"	10'-0"	1-77	10'-0"	10'-0"
1-28	10'-0"	10'-0"	1-78	10'-0"	10'-0"
1-29	10'-0"	10'-0"	1-79	10'-0"	10'-0"
1-30	10'-0"	10'-0"	1-80	10'-0"	10'-0"
1-31	10'-0"	10'-0"	1-81	10'-0"	10'-0"
1-32	10'-0"	10'-0"	1-82	10'-0"	10'-0"
1-33	10'-0"	10'-0"	1-83	10'-0"	10'-0"
1-34	10'-0"	10'-0"	1-84	10'-0"	10'-0"
1-35	10'-0"	10'-0"	1-85	10'-0"	10'-0"
1-36	10'-0"	10'-0"	1-86	10'-0"	10'-0"
1-37	10'-0"	10'-0"	1-87	10'-0"	10'-0"
1-38	10'-0"	10'-0"	1-88	10'-0"	10'-0"
1-39	10'-0"	10'-0"	1-89	10'-0"	10'-0"
1-40	10'-0"	10'-0"	1-90	10'-0"	10'-0"
1-41	10'-0"	10'-0"	1-91	10'-0"	10'-0"
1-42	10'-0"	10'-0"	1-92	10'-0"	10'-0"
1-43	10'-0"	10'-0"	1-93	10'-0"	10'-0"
1-44	10'-0"	10'-0"	1-94	10'-0"	10'-0"
1-45	10'-0"	10'-0"	1-95	10'-0"	10'-0"
1-46	10'-0"	10'-0"	1-96	10'-0"	10'-0"
1-47	10'-0"	10'-0"	1-97	10'-0"	10'-0"
1-48	10'-0"	10'-0"	1-98	10'-0"	10'-0"
1-49	10'-0"	10'-0"	1-99	10'-0"	10'-0"
1-50	10'-0"	10'-0"	1-100	10'-0"	10'-0"

COLONIES VILLAGE  
 OUT OF COLONIES NORTH SUBDIVISION, PRACE GEORGE SEC. 1  
 AND HIDDEN CREEK SUBDIVISION UNIT 1, SAN ANTONIO, TEXAS  
 BUILDING "F"



SECOND FLOOR



FIRST FLOOR

- NOTES
- 1 FINISHED FLOOR AND CEILING ELEVATIONS ON THE FIRST AND SECOND FLOORS ARE AS SHOWN.
  - 2 FINISHED FLOOR ELEVATIONS ON THE FIRST AND SECOND FLOORS ARE AS SHOWN.
  - 3 FINISHED FLOOR ELEVATIONS ON THE FIRST AND SECOND FLOORS ARE AS SHOWN.
  - 4 FINISHED FLOOR ELEVATIONS ON THE FIRST AND SECOND FLOORS ARE AS SHOWN.
  - 5 FINISHED FLOOR ELEVATIONS ON THE FIRST AND SECOND FLOORS ARE AS SHOWN.



COLONIES VILLAGE  
 OUT OF GOLD IES NORTH SUBDIVISION PHASE C COLONY  
 AND KIDDER CREEK SUBDIVISION UNIT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

BUILDING 76

EXHIBIT 22  
 TO  
 COV DOMINIUM DECLARATION  
 FOR ...

CONDOMINIUM DECLARATION

FOR

COLONIES VILLAGE

Vol 45 1 2 bds 440.48 ft  
Page 917 3 bds 1282.11 ft

STATE OF TEXAS X  
COUNTY (31) BEXAR X

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, H. T. ZACHRY PROPERTIES, INC., a Delaware corporation, hereinafter called "Declarant", is the owner of real property situated in the County of Bexar, State of Texas, being described as follows, to-wit:

Being a 2.210 Acre Tract and being Lots 26 thru 29 inclusive, Block 29, N.C.B. 13919, Colonies North Subdivision, Prince George Colony, San Antonio, Texas as recorded in Volume 6900, Page 58 and being Lot 22, Block 29, N.C.B. 13919, Hidden Creek Subdivision, Unit 1, San Antonio, Texas as recorded in Volume 6800 Page 124, Need and Plat Records, Bexar County, Texas and being more fully described as follows:

Beginning at an iron pin set for the Northeast corner of Lot 26, Block 29, N.C.B. 13919 on the West line of Powhatan Dr., said point of beginning being S27°32'50" E 305.67 feet with the West line of Powhatan Dr. from the South line of Trioga Drive;

Thence, S 27°32'50" E 116.81 feet with the West line of Powhatan Drive to the beginning of a curve to the left;

Thence, in a Southeasterly direction 47.88 feet with said curve to the left whose radius is 130.00 feet and with the West to Southwest line of Powhatan Drive to the end of the curve;

Thence, S 48°39'00" E 182.58 feet with the Southwest line of Powhatan Drive to the beginning of a curve to the left;

Thence, in a Southeasterly direction 204.06 feet with said curve to the left whose radius is 430.00 feet and with the Southwest line of Powhatan Drive to the beginning of another curve to the right;

Thence, in a Southeasterly direction 124.17 feet with said curve to the right whose radius is 370.00 feet and with the Southwest line of Powhatan Drive to an iron pin set for the East corner of Lot 22, Block 29 N.C.B. 13919;

Thence, S 41°35'15" W 158.98 feet with the Southeast line of Lot 22, Block 29, N C B 13919 to an iron pin set for the South corner of said Lot 22,

Thence, N 59°27'46" W 329.74 feet with the Southwest line of Lot 22, Block 29, N C B 13919 to an iron pin set for the West corner of said Lot 22, said point also being the South corner of Lot 29, Block 29, N.C.B. 13919,

Thence, N 40°39'00" W 360.00 feet with the Southwest line of Lots 26 thru 29 inclusive, Block 29, N.C.D. 13919 to an iron pin set for the West corner of said Lot 26;

Thence, N 51°02'06" E 189.47 feet with the Northwest line of said Lot 26 to the point of beginning and containing 2.710 Acres of land more or less.

which property is described and the respective ownerships shown on the attached map or plat thereof marked Exhibit "B" which by this reference is made a part hereof; and

WHEREAS, Declarant, as developer desires to establish a condominium regime under the Condominium Act of the State of Texas, (Acts 1963, 58th Leg., p. 507, ch. 191); and

WHEREAS, Declarant has executed plans for the construction of Seven (7) buildings and other improvements appurtenant thereto on the property described in said Exhibit "B"; and

WHEREAS, Declarant does hereby establish a plan for the individual ownership in fee simple of estates consisting of the area or space contained in each of the units in the Seven (7) buildings and the co-ownership by the individual and separate owners thereof, as tenants-in-common, of all of the remaining property which is hereinafter referred to as the Common Elements;

NOW, THEREFORE, Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

1. Definitions, unless the context shall expressly provide otherwise, shall be as follows:

(a) "Unit" shall mean the elements of a condominium which are not owned in common with the owners of other condominiums in the project as shown on the map. The boundary lines of each unit are the interior surfaces of its perimeter walls, bearing walls, lower level floors, top story ceilings, windows and window frames,



door and door frames, and trim, and includes both the portions of the building so described and the air space so encompassed.

(b) "Condominium Unit" shall mean the entire estate in the real property owned by any owner, consisting of an undivided interest in the Common Elements and ownership of a separate interest in a Unit.

(c) "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more Condominium Units.

(d) "General Common Elements" means and includes:

- (1) The land on which the buildings are located;
- (2) The foundations, columns, girders, beams, supports, main walls, and roofs;
- (3) The yards, gardens, parking areas, fences, storage spaces, streets, service drives, walks, service easements;
- (4) The installation, consisting of the equipment and materials making up central services such as power lights, gas and the like; and
- (5) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

(e) "Limited Common Elements" means a part of the General Common Elements reserved for the exclusive use of the Owner of a Condominium Unit; garages, balconies, porches and patio areas indicated on the Map as appurtenant Limited Elements to a specific unit only, shall be deemed Limited Common Elements.

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

(g) "Common Expenses" means and includes:

- (1) All sums assessed against the General Common Elements by the Managing Agent or Board of Managers;
- (2) Expenses of administration and management, maintenance, repair and replacement of the General Common Elements;
- (3) Expenses agreed upon as Common Expenses by the owners; and
- (4) Expenses declared Common Expenses by provisions of this Declaration and by the By-Laws.

(h) "Association of Unit Owners" or "Association" means a Texas non-profit association, the By-Laws of which shall govern the administration of this Property, the members of which shall be all of the Owners of the Condominium Units.

(i) "Map", "Survey Map", or "Plans" means and includes the engineering survey of the land, locating thereon all of the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of, or all of the improvements, same being herewith filed, consisting of eight (8) sheets, labeled Exhibits "B" through "I" inclusive, and incorporated herein

2. The Map shall be filed for record simultaneously with the recording of this Declaration as a part hereof, and prior to the first conveyance of any Condominium Unit. Such Map shall consist of and set forth (1) legal description of the surface of the land; (2) the linear measurements and location, with reference to the exterior boundaries of the land, of the buildings and all other improvements built or to be built on said land by Declarant; (3) floor plans and elevation plans of the building built or to be built thereon showing the location, the building designation, the Unit designation and the linear dimensions of each Unit, and the Limited Common Elements; (4) the elevations of the unfinished interior surfaces of the floors and

3. The real property is hereby divided into the following separate fee simple estates;

(a) Thirty six (36) fee simple estates, consisting of thirty six (36) separately designed Units, each Unit identified by number and building symbol and designation on the map, the Units in each building being described as follows;

*Contain only (4) units*  
BUILDING A - Containing eight (8) Units, numbered A-1 through A-8, inclusive, the size, dimensions, location and boundaries of each being detailed on Exhibits "B", and "C" hereto attached; and

*Contain (8) units*  
BUILDING B - Containing four (4) Units, numbered B-9 through B-12, inclusive, the size, dimensions, location and boundaries of each being detailed on Exhibits "B" and "D" hereto attached; and

BUILDING C - Containing four (4) Units, numbered C-13 through C-16, inclusive, the size, dimensions, location and boundaries of each being detailed on Exhibits "B" and "E" hereto attached; and

BUILDING D - Containing four (4) Units, numbered D-17 through D-20, inclusive, the size, dimensions, location and boundaries of each being detailed on Exhibits "B" and "F" hereto attached; and

BUILDING E - Containing four (4) Units, numbered E-21 through E-24, inclusive, the size, dimensions, location and boundaries of each being detailed on Exhibits "B" and "G" hereto attached; and

BUILDING F - Containing eight (8) Units, numbered F-25 through F-32, inclusive, the size, dimensions, location and boundaries of each being detailed on Exhibits "B" and "H" hereto attached; and

BUILDING G - Containing four (4) units, numbered G-33 through G-36, inclusive, the size, dimensions, location and boundaries of each being detailed on Exhibits "B" and "I" hereto attached, and

(b) The remaining portion of the entire premises, referred to as the General Common Elements, shall be owned in common by the Owners; the Owner of each Unit shall own an undivided interest in the General Common Elements to the extent set opposite the Unit designation in Exhibit "A"

4. A portion of the General Common Elements is set aside and reserved for the exclusive use of individual Owners, such areas being the Limited Common Elements. The Limited Common Elements reserved for the exclusive use of the individual Owners are the garages and balconies, and patio spaces, which are shown on the Map. Such spaces are allocated and assigned by the Declarant to the respective Condominium Units as indicated on Exhibits "C" through "I", inclusive, hereto attached; the patio assigned to each Unit being designated by the Unit number preceded by the prefix, "P", and the garage spaces assigned to each Unit being designated by the Unit number preceded by the Unit number preceded by the prefix "G". Such Limited Common Elements shall be used in connection with the particular Unit to the exclusion of the use thereof by the other owners, except by invitation.

5. Each Unit and its pro rata interest in and to the General Common Elements appurtenant thereto shall be inseparable and may be conveyed, leased or encumbered only as a Condominium Unit.

6. Every deed, lease, mortgage, trust deed or other instrument may legally describe a Condominium Unit by its identifying Unit number and building symbol or designation, as shown on the Map followed by the words, "Colonies Village" and by a reference to this recorded Declaration and Map. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber or otherwise affect the General Common Elements.

7. Declarant shall give written notice to the assessor of the creation of condominium ownership of this Property as is provided by law, so that each Unit and its percentage of undivided interest in the General Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation.

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

9. The General Common Elements shall be owned in common by all of the Owners of the Units and shall remain undivided, and no Owner shall bring any action for partition or division of the General Common Elements. Nothing contained herein shall be construed as a limitation of the right of partition of a Condominium Unit between the Owners thereof, but such partition of a Condominium shall not affect any other Condominium Unit

10. Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the General Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

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

12. If any portion of the General Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist; if any portion or portions of a Unit or Units encroaches upon the General Common Elements, a valid easement for the encroachment and for the maintenance of same so long as it stands, shall and does exist. For title or other purposes, such encroachments and easements shall not

be considered or determined to be encumbrances, or lien on the General Common Elements or the Units.

13. Subsequent to the completion of the improvements described on the Map, no labor performed or materials furnished and incorporated in a Unit, with the consent or at the request of the Owner thereof or his agent or his contractor or subcontractor, shall be the basis for filing of a lien against the General Common Elements owned by such other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Unit of any other Owner or against the General Common Elements for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

14. The administration of this Property shall be governed by the By-Laws of the Colonies Village Condominium Association, a non-profit association, hereinafter referred to as the "Association". A copy of the By-Laws is hereto attached, marked Exhibit "J" and incorporated herein, and same shall be deemed adopted by Declarant as sole Owner of the Property herein described, and all Owners shall be bound thereby. Declarant may, at its election, cause to be formed a Texas non-profit corporation bearing said name or a similar name, in which event, such non-profit corporation shall hereafter act and do all things to be done by the Association; the said non-profit corporation, if formed, shall be bound by, adopt and observe as its By-Laws hereto attached marked Exhibit "J". "Association" as here used shall refer to the member Owners as a group, both before and after incorporation. In the event of incorporation, a certified copy of the Certificate of Incorporation of the Colonies Village Condominium Association (or some similar name) shall be recorded and shall provide that three persons shall act as a Board of Managers and shall serve as the Manager until their successors have been elected and qualified. An Owner of a Condominium Unit, upon becoming an Owner,

shall be a member of the Association and shall remain a member for the period of his ownership. Until a date three years from the date of completion of construction of the project or until all Units have been sold, whichever is sooner, the rights, duties and functions of the Board of Managers shall, at Declarant's option, be exercised by Declarant.

15. The Owners shall have the irrevocable right, to be exercised by the Managing Agent or Board of Managers of the Association, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the General Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the General or Limited Common Elements or to another Unit or Units.

16. An Owner shall maintain and keep in repair the interior of his own Unit, including the fixtures thereof. All fixtures and equipment, including heating and air conditioning system, installed within the Unit, commencing at a point where the utility lines, pipes, wires, conduits, or systems (which for brevity are hereafter referred to as "utilities") enter the Unit, shall be maintained and kept in repair by the Owner thereof. Without limitation on the generality of the foregoing, an Owner shall maintain and keep in good repair (and replace, if so required) the air conditioning compressor, hot water heater unit, fans, ductwork, heating unit and cooling coils utilized in and for his Unit, as well as all other fixtures situated within or installed into the Limited Common Elements appurtenant to such Unit, and an Owner shall be obliged to promptly repair and replace any broken or cracked glass in windows and doors.

17. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament. No Owner shall in any way alter, modify, add to, or otherwise perform any work whatever upon any of the Common Elements, save with the written consent of the Board of Managers first

obtained.

18. An Owner shall not be deemed to own the underdecorated and/or unfinished surfaces of the perimeter walls, lower level floors and top story ceilings surrounding his Unit, nor shall such Owner be deemed to own the utilities running through his Unit which are utilized for, or serve more than one Unit, except as a tenant-in-common with the other Owners. An Owner, however, shall be deemed to own and shall maintain the inner decorated and/or finished surfaces of the perimeter and interior walls, floors, ceilings, doors, windows and other such elements consisting of paint, wallpaper and other such finishing materials.

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

20. This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate ownership interest of seventy-five per cent (75%) of the General Common Elements, agree to such revocation or amendment by instruments duly recorded.

21. The assessments made shall be based upon the cash requirements deemed to be such aggregate sum as the Managing Agent or Board of Managers of the Association shall from time to time determine is to be paid by all of the owners to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the General and Limited Common Elements; which sum may include, among other things, cost of management, taxes, assessments, fire insurance with extended coverage and vandalism and malicious mis-



chief with encorsement attached, issued in the amount of the maximum replacement value of all of the Condominium Units, casualty and public liability and other insurance premiums, landscaping and care of grounds, common lighting, repairs and renovations, garbage collections, wages, water, electrical, gas, sewer and other utility charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Managing Agent or Board of Managers under or by reason of the Declaration, expenses incurred in the operation and maintenance of community center facilities, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus funds, as well as other costs and expenses relating to the General Common Elements. The omission or failure of the Board to fix the assessment for any month shall not be deemed a waiver, modification, or a release of the Owners from the obligation to pay. Declarant will be liable for the amount of any assessment against completed Units owned by Declarant.

The Managing Agent or Board of Managers shall obtain and maintain at all times, insurance of the type and kind provided hereinabove, including such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to other Unit or Condominium buildings, fixtures, equipment and personal property similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association the insured, which policy or policies shall identify the interest of each Condominium Unit Owner, and which shall provide for a standard, non-contributory mortgagee clause in favor of each first mortgagee. It shall also provide that it cannot be cancelled until after ten days prior written notice to each first mortgagee. Said Managing Agent or Board of Managers shall, upon request of any first mortgagee, furnish a certified copy of each blanket policy and the separate certificate identifying the interest of the mortgagee.

Exclusive authority to adjust losses under policies hereafter in force in the project shall be vested in the Board of Managers or its authorized representative. In no event shall the insurance coverage obtained and maintained by the Board of Managers hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees.

Each Owner may obtain additional insurance at his own expense provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Managers, in behalf of all of the Owners, may realize under any insurance policy which the Board of Managers may have in force on the project at any time.

Each Owner shall be required to notify the Board of Managers of all improvements made by the Owner to his Unit, the value of which is in excess of One Thousand Dollars (\$1,000.00).

Any Owner who obtains individual insurance policies covering any portion of the project other than personal property belonging to such Owner, shall be required to file a copy of such individual policy or policies with the Board of Managers within thirty (30) days after purchase of such insurance.

The Board of Managers shall be required to make every effort to secure insurance policies that will provide for the following:

- (a) A waiver of subrogation by the insurer as to any claims against the Board of Managers, the Managing Agent, the Owners and their respective servants, agents, and guests,
- (b) That the blanket policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Owners;
- (c) That the blanket policy on the project cannot be

cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Managers or Managing Agent without prior demand in writing that the Board of Managers or Managing Agent cure the defect and

(d) That any "no other insurance" clause in the blanket policy exclude individual Owners' policies from consideration.

The Managing Agent or Board of Managers shall make an annual insurance review which shall include an appraisal of the improvements in the project by a representative of the insurance carrier writing the blanket policy.

22. All Owners shall be obligated to pay the estimated assessments imposed by the Board of Managers or Managing Agent of the Association to meet the Common Expenses. The assessments shall be made pro rata according to each Owner's percentage interest in and to the General Common Elements. Assessments for the estimated Common Expenses shall be due monthly in advance on or before the fifth day of each month. Failure to pay by the fifteenth day of each month shall require the imposition and assessment of a late charge of \$5.00. Contributions for monthly assessments shall be prorated if the ownership of a Condominium Unit commences on a day other than on the first day of a month.

23. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the General or Common Elements, or by abandonment of his Unit.

24. All sums assessed but unpaid for the share of Common Expenses chargeable to any Condominium Unit, including interest thereon at ten per cent (10%) per annum, shall constitute a lien on such Unit superior (prior) to all other liens and encumbrances, except only for.

(a) Tax and special assessment liens in favor of any assessing agency; and

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

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

The amount of the Common Expenses assessed against each Condominium Unit shall also be a debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing same.

Any encumbrancer holding a lien on a Condominium Unit

Any encumbrancer holding a lien on a Condominium Unit may pay any unpaid Common Expense payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amounts paid of the same rank as the lien of his encumbrance.

25. Upon the written request of any Owner of any encumbrancer or prospective encumbrancer of a Condominium Unit, the Association, by its Managing Agent or Board of Managers, shall issue a written statement setting forth the unpaid Common Expenses, if any, with respect to the subject Unit; the amount of the current monthly assessment becomes due, credit for advanced payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten days, all unpaid Common Expenses which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

The grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. The grantee shall be entitled to a statement from the Managing Agent or Board of Managers, setting forth the amount of the unpaid assessment, if any, with respect to the subject Unit; the amount of the current monthly assessment and the date that such assessment becomes due credit for advanced payments or for prepaid items, including, but not limited to insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten days of such request, then such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the subject Unit.

26. In the event any Owner of a Condominium shall wish

to resell or lease the same, and shall have received a bona fide offer therefor from a prospective purchaser or tenant, the remaining Owners shall be given written notice thereof, together with an executed copy of such offer and the terms thereof. The remaining Owners through the Board of Managers or a person named by them shall have the right to purchase or lease the subject Condominium upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election to purchase or lease is given to the selling or leasing Owner, and a matching down payment or deposit is provided to the selling or leasing Owner during the fifteen (15) day period immediately following the delivery of the notice of the bona fide offer and copy thereof to purchase or lease.

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In the event the Board of Managers determines that it desires to purchase or lease a Condominium as above provided, but believes that the price or rental specified in the notice is unreasonable, the Board of Managers shall give the Owner of said Condominium written notice thereof within ten (10) days after its receipt of notice of the proposed sale or lease. The notice thus given by the Board of Managers shall state that the Board of Managers has elected or thereby elects to purchase or lease said Condominium and shall state further that the Board of Managers believes the price or rental specified in the notice given to it is unreasonable. The Board of Managers shall, therefore, be obliged to purchase or lease said condominium at a price or rental to be determined by a group of three (3) M.A.I. appraisers to be selected as follows: The Board of Managers shall select one appraiser, and the two appraisers thus selected shall select a third appraiser. In the event the three appraisers cannot unanimously agree on a price or rental to be paid, the decision of any two of the three shall be binding on all parties. The Board of Managers and the Condominium Owner shall make every reasonable effort to select their respective appraisers and to take any action on their part to be taken so as to secure a decision respecting the price or rental which is to be paid at the earliest possible date.

In the event any Owner shall attempt to sell or lease his Condominium without affording to the other Owners the right of first refusal herein provided, such sale or lease shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

The subleasing or subrenting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the Owner under the covenants shall continue, notwithstanding the fact that he may have leased or rented said interest as provided herein.

In no case, shall the right of first refusal reserved herein affect the right of an Owner to subject his Condominium to a trust deed, mortgage or other security instrument.

The failure of or refusal by the Board of Managers to exercise the right to so purchase or lease shall not constitute or be deemed to be a waiver of such right to purchase or lease when an Owner received any subsequent bona fide offer from a prospective purchaser or tenant.

27. In the event of any default on the part of any Owner under any first mortgage made in good faith and for value, which entitled the holder thereof to foreclose same, any sale under such foreclosure, including delivery of a deed to the first mortgagee in lieu of such foreclosure, shall be made free and clear of the provisions of Paragraph 26, and the purchaser (or grantee under such deed in lieu of foreclosure) of such Condominium shall be thereupon and thereafter subject to the provisions of this Declaration. If the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall be the then holder of the first mortgage or its nominee, the said holder or nominee may thereafter sell and convey the Condominium free and clear of the provisions of Paragraph 26, but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

The transfer of a deceased joint tenant's interest to the surviving joint tenant or the transfer of a deceased's interest to a devisee by Will or his heirs at law under intestacy laws shall not be subject to the provisions of Paragraph 26.

If an Owner of a Condominium can establish to the satisfaction of the Board of Managers that a proposed transfer is not a sale or lease, then such transfer shall not be subject to the provisions of Paragraph 26.

28. Upon written request of any prospective transferor, purchaser, tenant or an existing or prospective mortgagee of any Condominium, the Board of Managers shall forthwith, or where time is specified, at the end of the time, issue a written and acknowledged certificate in recordable form, evidencing that:

(a) With respect to a proposed lease or sale under Paragraph 26, that proper notice was given by the selling or leasing Owner and that the remaining Owners did not elect to exercise their option to purchase or lease;

(b) With respect to a deed to a first mortgagee or its nominee in lieu of foreclosure, and a deed from such first mortgagee or its nominee, pursuant to Paragraph 27, that the deeds were in fact given in lieu of foreclosure and were not subject to the provisions of Paragraph 26;

(c) With respect to any contemplated transfer which is not in fact a sale or lease, that the transfer is not or will not be subject to the provisions of Paragraph 26; such a certificate shall be conclusive evidence of the facts contained therein.

29. There shall be no judicial partition of the project or any part thereof, nor shall Declarant or any person acquiring any interest in the project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraph



30 hereof in the case of damage or destruction, or unless the property has been removed from the provisions of the Texas Condominium Act, provided, however, that if any Condominium shall be owned by two or more co-tenants as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. Such partition shall not affect any other Condominium.

30. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the buildings, shall be applied to such reconstruction. Reconstruction of the buildings, as used in this paragraph, means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with each Unit and the Common Area having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished by the Managing Agent or Board of Managers.

If the insurance proceeds are insufficient to reconstruct the building, damage to or destruction of the building shall be promptly repaired and restored by the Managing Agent or Board of Managers, using proceeds of insurance, if any, on the buildings for that purpose, and the Unit Owners shall be liable for assessment for any deficiency. However, if three-fourths or more of the buildings are destroyed or substantially damaged, and if the Owners, by a vote of at least three-fourths of the voting power, do not voluntarily, within one hundred days after such destruction or damage, make provision for reconstruction, the Managing Agent or Board of Managers shall record, with the County Clerk, a notice setting forth such facts, and upon the recording of such notice:

- (a) The property shall be deemed to be owned in common by the Owners;
- (b) The undivided interest in the property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Area;

(c) Any liens affecting any of the Condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the property, and

(4) The property shall be subject to an action for partition of the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund, and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Common Area, after first paying out of the respective shares of the Owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each Owner.

Notwithstanding all other provisions herof, the Owners may, by an affirmative vote of those representing seventy-five per cent (75%) of the undivided ownership of the General Common Elements, elect to remodel, sell or otherwise dispose of the property. Such action shall be binding upon all Owners and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

31. Upon date to be determined as described in Paragraph 14, herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the entire premises and furnished by Declarant, which property is intended for the common use and enjoyment of the Condominium Unit Owners and occupants. No Owner shall have any other interest and right thereto and all such right and interest shall absolutely terminate upon the Owner's termination or possession of his Condominium Unit.

32. All notices, demands or other notices intended to

be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Unit number and building address of such Owner. All notices, demands or other notices intended to be served upon the Managing Agent, H. B. Zachry Properties, Inc., or the Board of Managers of the Association or the Association, shall be sent by ordinary or certified mail, postage paid, 3740 Colony Drive, San Antonio, Texas, 78230, until such address is changed by a notice of address change duly recorded.

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

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

IN WITNESS WHEREOF, Declarant, by its corporate officers, has duly executed this Declaration this 21<sup>st</sup> day of September, 1973

H. B. ZACHRY PROPERTIES, INC.

By: J. H. Uptmore, President

ATTEST:

By: L. G. Briscoe, Jr.  
Assistant Secretary

THE STATE OF TEXAS

THE COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared J. H. Uptmore, President of H. B. Zachry Properties, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 20<sup>th</sup> day of September, 1973.

Aracelis Sue Wilson  
Notary Public in and for Bexar County  
Texas



FIRST AMENDMENT TO THE  
CONDOMINIUM DECLARATION FOR  
COLONIES VILLAGE

STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

That we, the undersigned, being owners of at least seventy-five percent (75%) of the aggregate ownership interest in the General Common Elements of Colonies Village Condominiums, do, pursuant to the amendment procedure contained in the Condominium Declaration for Colonies Village, executed on September 20, 1973, recorded in Volume 1, Page 917, Official Public Records of Real Property of Bexar County, Texas (hereinafter the "Declaration") by our signatures below, adopt this, the First Amendment to the Condominium Declaration for Colonies Village, to wit:

1.

Paragraph 26 of the Declaration, pertaining to the Association's right of first refusal in the event of a proposed sale or lease of a condominium unit, is hereby revoked, repealed and declared invalid and of no force and effect.

Thus adopted by the undersigned, to witness our signatures, affixed a duly called meeting of the Colonies Village Condominium Association, Inc.

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

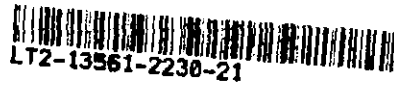
Dennis Schirmer  
Signature  
Member Name: Dennis Schirmer  
Unit(s) Owned in Colonies Village Condominiums: 302

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

Joni Sweder  
Notary Public, State of Texas



MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

Bette L. Balfour  
Signature  
Member Name: Bette L. Balfour  
Unit(s) Owned in Colonies Village Condominiums: #207

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

Joni Sweder  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

Diana A. Gamillo  
Signature  
Member Name: Diana A. Gamillo  
Unit(s) Owned in Colonies Village Condominiums: 202

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

Joni Sweder  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

*Tammy Mings*

Signature

Member Name: Tammy mings

Unit(s) Owned in Colonies Village Condominiums: 205

STATE OF TEXAS

§

COUNTY OF BEXAR

§



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

*Joni Sweder*  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

*Michael C. Hewitt*

Signature

Member Name: MICHAEL C. HEWITT

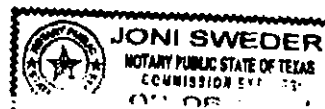
Unit(s) Owned in Colonies Village Condominiums: 206

STATE OF TEXAS

§

COUNTY OF BEXAR

§



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

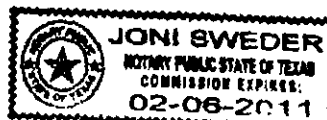
*Joni Sweder*  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

Kevin L. Johnson  
Signature  
Member Name: Kevin L. Johnson  
Unit(s) Owned in Colonies Village Condominiums: #702

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

Joni Sweder  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

Barbara Vaughn Nelson  
Signature  
Member Name: Barbara Vaughn Nelson  
Unit(s) Owned in Colonies Village Condominiums: 502

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

Joni Sweder  
Notary Public, State of Texas



MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

Valerie L. Pena  
Signature  
Member Name: Valerie L. Pena  
Unit(s) Owned in Colonies Village Condominiums: #101

STATE OF TEXAS

§  
§  
§



COUNTY OF BEXAR

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

Joni Sweder  
Notary Public, State of Texas

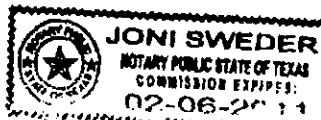
MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

Josephine Villareal  
Signature  
Member Name: Josephine Villareal  
Unit(s) Owned in Colonies Village Condominiums: 701

STATE OF TEXAS

§  
§  
§



COUNTY OF BEXAR

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

Joni Sweder  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

*Lorene B. Jordan*

Signature LORENE B. JORDAN  
Member Name: LORENE B. JORDAN  
Unit(s) Owned in Colonies Village Condominiums: 607

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

*Joni Sweder*  
Notary Public, State of Texas

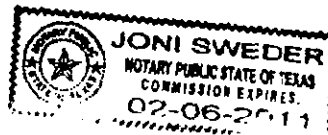
MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

*Joe A. Muñoz Jr.*

Signature JOE A. MUNOZ, JR.  
Member Name: JOE A. MUNOZ, JR.  
Unit(s) Owned in Colonies Village Condominiums: #103

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

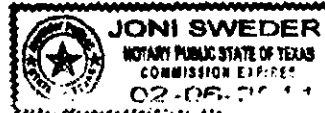
*Joni Sweder*  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

Irene H. Amador  
Signature  
Member Name: IRENE H. GOZALEZ  
Unit(s) Owned in Colonies Village Condominiums: 503

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

Joni Sweder  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

Cecil R. Jones  
Signature  
Member Name: Cecil R. Jones  
Unit(s) Owned in Colonies Village Condominiums: 9503 #503

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

Joni Sweder  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

*[Handwritten Signature]*

Signature

Member Name: RENE C. GARIN

Unit(s) Owned in Colonies Village Condominiums: #606

STATE OF TEXAS

§  
§  
§

COUNTY OF BEXAR



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

*[Handwritten Signature]*  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

*[Handwritten Signature]*

Signature

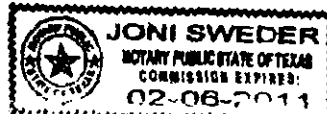
Member Name: DARLENE COSTELLO

Unit(s) Owned in Colonies Village Condominiums: 403

STATE OF TEXAS

§  
§  
§

COUNTY OF BEXAR



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

*[Handwritten Signature]*  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

Meredith D. Baca

Signature

Member Name: MEREDITH D BACA

Unit(s) Owned in Colonies Village Condominiums: 404

STATE OF TEXAS

§

COUNTY OF BEXAR

§

§



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

Joni Sweder  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

Ofelia Garcia

Signature

Member Name: Ofelia Garcia

Unit(s) Owned in Colonies Village Condominiums: 402

STATE OF TEXAS

§

COUNTY OF BEXAR

§

§



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

Joni Sweder  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

Annette Prosterman  
Signature  
Member Name: Annette Prosterman  
Unit(s) Owned in Colonies Village Condominiums: 204

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

Joni Sweder  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

[Signature]  
Signature  
Member Name: SARON K CAMERON  
Unit(s) Owned in Colonies Village Condominiums: 219 B601

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

Joni Sweder  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

Isabel Villareal  
Signature  
Member Name: Isabel Villareal  
Unit(s) Owned in Colonies Village Condominiums: 605

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 8 day of May, 2008.

Joni Sweder  
Notary Public, State of Texas

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

\_\_\_\_\_  
Signature  
Member Name: \_\_\_\_\_  
Unit(s) Owned in Colonies Village Condominiums: \_\_\_\_\_

STATE OF TEXAS §  
§  
COUNTY OF BEXAR §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public, State of Texas

FIRST AMENDMENT TO THE  
CONDOMINIUM DECLARATION FOR  
COLONIES VILLAGE

STATE OF TEXAS           §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

That we, the undersigned, being owners of at least seventy-five percent (75%) of the aggregate ownership interest in the General Common Elements of Colonies Village Condominiums, do, pursuant to the amendment procedure contained in the Condominium Declaration for Colonies Village, executed on September 20, 1973, recorded in Volume 1, Page 917, Official Public Records of Real Property of Bexar County, Texas (hereinafter the "Declaration") by our signatures below, adopt this, the First Amendment to the Condominium Declaration for Colonies Village, to wit:

I.

Paragraph 26 of the Declaration, pertaining to the Association's right of first refusal in the event of a proposed sale or lease of a condominium unit, is hereby revoked, repealed and declared invalid and of no force and effect.

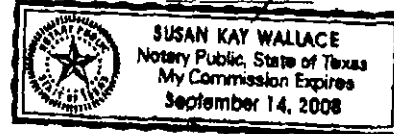
Thus adopted by the undersigned, to witness our signatures, affixed a duly called meeting of the Colonies Village Condominium Association, Inc.

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

K.A. Baran  
Signature  
Member Name: KARIM BARAN  
Unit(s) Owned in Colonies Village Condominiums: 504

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §



I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 11<sup>th</sup> day of June, 2008.

Susan Kay Wallace  
Notary Public, State of Texas



FIRST AMENDMENT TO THE  
CONDOMINIUM DECLARATION FOR  
COLONIES VILLAGE

STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

That we, the undersigned, being owners of at least seventy-five percent (75%) of the aggregate ownership interest in the General Common Elements of Colonies Village Condominiums, do, pursuant to the amendment procedure contained in the Condominium Declaration for Colonies Village, executed on September 20, 1973, recorded in Volume 1, Page 917, Official Public Records of Real Property of Bexar County, Texas (hereinafter the "Declaration") by our signatures below, adopt this, the First Amendment to the Condominium Declaration for Colonies Village, to wit:

I.

Paragraph 26 of the Declaration, pertaining to the Association's right of first refusal in the event of a proposed sale or lease of a condominium unit, is hereby revoked, repealed and declared invalid and of no force and effect.

Thus adopted by the undersigned, to witness our signatures, affixed a duly called meeting of the Colonies Village Condominium Association, Inc.

MEMBER OF THE ASSOCIATION:

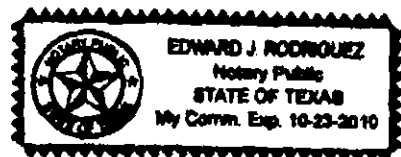
I approve of the foregoing:

Maria Meza Rodriguez  
Signature  
Member Name: Maria Meza Rodriguez  
Unit(s) Owned in Colonies Village Condominiums: me

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 18 day of June, 2008.

Edward J. Rodriguez  
Notary Public, State of Texas



FIRST AMENDMENT TO THE  
CONDOMINIUM DECLARATION FOR  
COLONIES VILLAGE

STATE OF TEXAS           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

That we, the undersigned, being owners of at least seventy-five percent (75%) of the aggregate ownership interest in the General Common Elements of Colonies Village Condominiums, do, pursuant to the amendment procedure contained in the Condominium Declaration for Colonies Village, executed on September 20, 1973, recorded in Volume 1, Page 917, Official Public Records of Real Property of Bexar County, Texas (hereinafter the "Declaration") by our signatures below, adopt this, the First Amendment to the Condominium Declaration for Colonies Village, to wit:

I.

Paragraph 26 of the Declaration, pertaining to the Association's right of first refusal in the event of a proposed sale or lease of a condominium unit, is hereby revoked, repealed and declared invalid and of no force and effect.

Thus adopted by the undersigned, to witness our signatures, affixed a duly called meeting of the Colonies Village Condominium Association, Inc.

MEMBER OF THE ASSOCIATION:

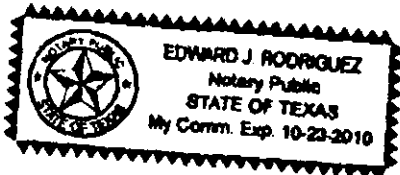
I approve of the foregoing:

Robert Ibarra  
Signature  
Member Name: ROBERT IBARRA  
Unit(s) Owned in Colonies Village Condominiums: 608

STATE OF TEXAS           §  
                                  §  
COUNTY OF BEXAR       §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 28 day of May, 2008.

Edward J. Rodriguez  
Notary Public, State of Texas



FIRST AMENDMENT TO THE  
CONDOMINIUM DECLARATION FOR  
COLONIES VILLAGE

STATE OF TEXAS           §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

That we, the undersigned, being owners of at least seventy-five percent (75%) of the aggregate ownership interest in the General Common Elements of Colonies Village Condominiums, do, pursuant to the amendment procedure contained in the Condominium Declaration for Colonies Village, executed on September 20, 1973, recorded in Volume 1, Page 917, Official Public Records of Real Property of Bexar County, Texas (hereinafter the "Declaration") by our signatures below, adopt this, the First Amendment to the Condominium Declaration for Colonies Village, to wit:

I.

Paragraph 26 of the Declaration, pertaining to the Association's right of first refusal in the event of a proposed sale or lease of a condominium unit, is hereby revoked, repealed and declared invalid and of no force and effect.

Thus adopted by the undersigned, to witness our signatures, affixed a duly called meeting of the Colonies Village Condominium Association, Inc.

MEMBER OF THE ASSOCIATION:

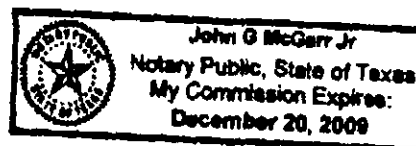
I approve of the foregoing:

Alberta C Wood  
Signature  
Member Name: Alberta C Wood  
Unit(s) Owned in Colonies Village Condominiums: 603

STATE OF TEXAS           §  
                                  §  
COUNTY OF BEXAR       §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 2 day of May, 2008.

John G McGarr Jr  
Notary Public, State of Texas



FIRST AMENDMENT TO THE  
CONDOMINIUM DECLARATION FOR  
COLONIES VILLAGE

STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

That we, the undersigned, being owners of at least seventy-five percent (75%) of the aggregate ownership interest in the General Common Elements of Colonies Village Condominiums, do, pursuant to the amendment procedure contained in the Condominium Declaration for Colonies Village, executed on September 20, 1973, recorded in Volume 1, Page 917, Official Public Records of Real Property of Bexar County, Texas (hereinafter the "Declaration") by our signatures below, adopt this, the First Amendment to the Condominium Declaration for Colonies Village, to wit:

I.

Paragraph 26 of the Declaration, pertaining to the Association's right of first refusal in the event of a proposed sale or lease of a condominium unit, is hereby revoked, repealed and declared invalid and of no force and effect.

Thus adopted by the undersigned, to witness our signatures, affixed a duly called meeting of the Colonies Village Condominium Association, Inc.

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

Linda E. Vela  
Signature  
Member Name: LINDA E. VELA  
Unit(s) Owned in Colonies Village Condominiums: 604

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 29<sup>th</sup> day of May, 2008.

Yvonne E. Jimenez  
Notary Public, State of Texas



FIRST AMENDMENT TO THE  
CONDOMINIUM DECLARATION FOR  
COLONIES VILLAGE

STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

That we, the undersigned, being owners of at least seventy-five percent (75%) of the aggregate ownership interest in the General Common Elements of Colonies Village Condominiums, do, pursuant to the amendment procedure contained in the Condominium Declaration for Colonies Village, executed on September 20, 1973, recorded in Volume 1, Page 917, Official Public Records of Real Property of Bexar County, Texas (hereinafter the "Declaration") by our signatures below, adopt this, the First Amendment to the Condominium Declaration for Colonies Village, to wit:

I.

Paragraph 26 of the Declaration, pertaining to the Association's right of first refusal in the event of a proposed sale or lease of a condominium unit, is hereby revoked, repealed and declared invalid and of no force and effect.

Thus adopted by the undersigned, to witness our signatures, affixed a duly called meeting of the Colonies Village Condominium Association, Inc.

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

Esther Aguilar  
Signature  
Member Name: Esther Aguilar  
Unit(s) Owned in Colonies Village Condominiums: 602

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 27 day of May, 2008.

Cornie Kelsch  
Notary Public, State of Texas



FIRST AMENDMENT TO THE  
CONDOMINIUM DECLARATION FOR  
COLONIES VILLAGE

STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

That we, the undersigned, being owners of at least seventy-five percent (75%) of the aggregate ownership interest in the General Common Elements of Colonies Village Condominiums, do, pursuant to the amendment procedure contained in the Condominium Declaration for Colonies Village, executed on September 20, 1973, recorded in Volume 1, Page 917, Official Public Records of Real Property of Bexar County, Texas (hereinafter the "Declaration") by our signatures below, adopt this, the First Amendment to the Condominium Declaration for Colonies Village, to wit:

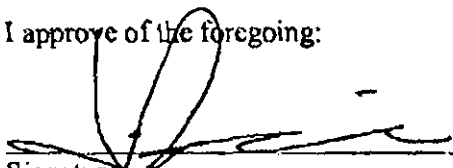
1.

Paragraph 26 of the Declaration, pertaining to the Association's right of first refusal in the event of a proposed sale or lease of a condominium unit, is hereby revoked, repealed and declared invalid and of no force and effect.

Thus adopted by the undersigned, to witness our signatures, affixed a duly called meeting of the Colonies Village Condominium Association, Inc.

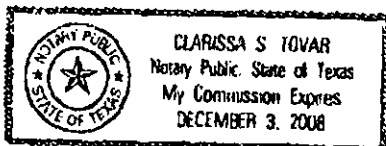
MEMBER OF THE ASSOCIATION:

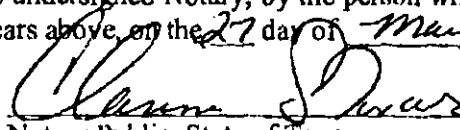
I approve of the foregoing:

  
\_\_\_\_\_  
Signature  
Member Name: JORGE A. RODRIGUEZ  
Unit(s) Owned in Colonies Village Condominiums: 501

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 27 day of May, 2008.



  
\_\_\_\_\_  
Notary Public, State of Texas

FIRST AMENDMENT TO THE  
CONDOMINIUM DECLARATION FOR  
COLONIES VILLAGE

STATE OF TEXAS           §  
  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

That we, the undersigned, being owners of at least seventy-five percent (75%) of the aggregate ownership interest in the General Common Elements of Colonics Village Condominiums, do, pursuant to the amendment procedure contained in the Condominium Declaration for Colonies Village, executed on September 20, 1973, recorded in Volume 1, Page 917, Official Public Records of Real Property of Bexar County, Texas (hereinafter the "Declaration") by our signatures below, adopt this, the First Amendment to the Condominium Declaration for Colonies Village, to wit:

I.

Paragraph 26 of the Declaration, pertaining to the Association's right of first refusal in the event of a proposed sale or lease of a condominium unit, is hereby revoked, repealed and declared invalid and of no force and effect.

Thus adopted by the undersigned, to witness our signatures, affixed a duly called meeting of the Colonies Village Condominium Association, Inc.

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

Patsy Youngblood  
Signature  
Member Name: PAISY YOUNGBLOOD  
Unit(s) Owned in Colonies Village Condominiums: 103

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 28 day of May, 2008.

Joni Sweder  
Notary Public, State of Texas



FIRST AMENDMENT TO THE  
CONDOMINIUM DECLARATION FOR  
COLONIES VILLAGE

STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

That we, the undersigned, being owners of at least seventy-five percent (75%) of the aggregate ownership interest in the General Common Elements of Colonies Village Condominiums, do, pursuant to the amendment procedure contained in the Condominium Declaration for Colonies Village, executed on September 20, 1973, recorded in Volume 1, Page 917, Official Public Records of Real Property of Bexar County, Texas (hereinafter the "Declaration") by our signatures below, adopt this, the First Amendment to the Condominium Declaration for Colonies Village, to wit:

I.

Paragraph 26 of the Declaration, pertaining to the Association's right of first refusal in the event of a proposed sale or lease of a condominium unit, is hereby revoked, repealed and declared invalid and of no force and effect.

Thus adopted by the undersigned, to witness our signatures, affixed a duly called meeting of the Colonies Village Condominium Association, Inc.

MEMBER OF THE ASSOCIATION:

I approve of the foregoing:

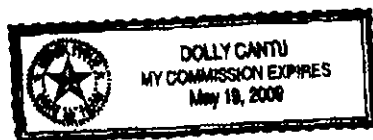
Imelda De Los Santos  
Signature

Member Name: Imelda De Los Santos

Unit(s) Owned in Colonies Village Condominiums: 9503 Pevhatan #301

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the person whose name and signature appears above, on the 30 day of May, 2008.



Dolly Cantu  
Notary Public, State of Texas



ProComm  
1902 Common ST #300  
New Braunfels Tx 78130

Doc# 20080136395 Fees: \$96.00  
06/27/2008 1:43PM # Pages 21  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK

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 FILED in File Number Sequence on  
this date and at the time stamped hereon by me and was duly RECORDED  
in the Official Public Record of Real Property of Bexar County, Texas on:

JUN 27 2008



*Gerard Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS