

Chateau Dijon Homes

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DECLARATION OF CONVENANTS  
CONDITIONS AND RESTRICTIONS

FOR

CHATEAU DIJON TOWNHOMES

Please return to Dal Smith  
Western Communities Corp.  
Chateau Dijon Townhomes  
7711 Broadway  
San Antonio, Texas 78209

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DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

FOR

CHATEAU DIJON TOWNHOMES

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

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

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

1. Definitions. For the purpose of this Declaration, the terms used shall have the following meanings:

- (a) "Townhome" shall mean an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in a Building, which enclosed space is not owned in common

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with the Co-Owners of other Townhomes in the Project. Each Townhome is numbered as shown on the Plan, and the Boundaries of each Townhome shall be and are the interior surfaces of the perimeter walls, floor, ceiling and the exterior surfaces of balconies, patios and terraces, and a Townhome includes both the portion of the Building so described and the air space so encompassed, excepting Common Elements. Any Townhome may be jointly or commonly owned by more than one person. It is intended that the term "Townhome" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act.

- (b) "Board" shall mean the Board of Directors established pursuant to Paragraph 6 of this Declaration.
- (c) "Building" shall mean and refer to any one of the principal structures presently situated on the Land.
- (d) "Act" shall mean Article 1301a of the Texas Revised Civil Statutes.
- (e) "Project" shall mean the condominium project established by this Declaration, and such additions thereto as may hereafter be made pursuant to Paragraph 18 of this Declaration.
- (f) "Common Elements" shall mean all of the Property except for the Townhomes, and, without limiting the generality of the foregoing, shall include the following:
  - (1) "General Common Elements", which shall mean and include:
    - (a) The Land;
    - (b) All foundations, bearing walls and columns, roofs, and entrances and exits or passage and hallways;
    - (c) All basements, roofs, yards, gardens, and driveways except as otherwise provided or stipulated;
    - (d) All premises for the maintenance of the Buildings;

- (e) All compartments or installations of central service such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating, swimming pools, tennis courts, and the like;
  - (f) All elevators and shafts, maintenance areas, garbage incinerators and, in general, all devices or installations existing for common use; and
  - (g) All other elements of the Buildings desirable or rationally of common use or necessary to the existence, upkeep and safety of the Project.
- (2) "Limited Common Elements", which shall mean and include:
- (a) Closets and storage areas, the use of which shall be determined by the Board of Directors of the Council of Co-Owners.

- (g) "Co-Owner" shall mean a person, firm, corporation, partnership, Association, trust or other legal entity, or any combination thereof, who owns a Townhome or Townhomes within the Project, and shall include the Declarant, but shall exclude those having an interest in a Townhome or Townhomes merely as security for the performance of an obligation. A Co-Owner shall have an exclusive ownership to his Townhome or Townhomes and shall have a common right to its pro rata share as shown on Exhibit "C" attached hereto and made a part hereof, with other Co-Owners, in the Common Elements. Each Co-Owner may use the Common Elements in accordance with the purposes for which they are intended, as shown on the Plan, without hindering or encroaching upon the lawful rights of other Co-Owners.

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- (h) "Council of Co-Owners" shall mean all of the "Co-Owners" as defined in Subsection (g) of this Paragraph 1, which Council of Co-Owners shall be incorporated as Chateau DiJon Townhomes Owners Association, a Texas non-profit corporation.
- (i) "Declarant" shall mean and refer to WESTERN COMMUNITIES CORPORATION, its successors and assigns, provided such successors or assigns are designated in writing by WESTERN COMMUNITIES CORPORATION, set forth herein.
- (j) "Land" shall mean the Land described on the first page hereof.
- (k) "Maintenance Fund" shall mean the fund established pursuant to Paragraph 10 of this Declaration.
- (l) "Manager" shall mean the person or firm selected by the Declarant pursuant to the provisions of Subparagraph (e) of Paragraph 7 of this Declaration.
- (m) "Mortgage" shall mean a mortgage or Deed of Trust covering a Townhome and the undivided interest in the Common Elements appurtenant thereto.
- (n) "Mortgagee" shall mean a beneficiary under a Mortgage.
- (o) "Plan" shall mean the plats and plans attached hereto as Exhibit "B" and made a part hereof.
- (p) "Property" shall mean the Land, together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto, and such additions thereto as may hereafter be made pursuant to Paragraph 17 of this Declaration.

2. No Partition. The Common Elements shall remain undivided, and shall not be the object of an action for subdivision, encumbrance, abandonment sale, partition or division of the co-ownership thereof so long as suitable for a condominium regime, and, in any event, all Mortgages must be paid in full prior to bringing an action for partition or the consent of all Mortgagees must be obtained. No condominium Unit may be partitioned or subdivided without the prior written consent of all holders of first mortgages or as owners of the undivided units.

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

"Class A" members shall be all Co-Owners with the exception of the Declarant, each of which Co-owners shall be entitled to one vote for each Townhome owned by it. When more than one person owns a fee interest in any Townhome all interested persons shall be members; however, the vote for such Townhome in which more than one person has a fee interest shall be cast by the person or persons having a majority interest; and in the event the persons having a majority interest are not able to agree in respect to a vote upon any matter, such Co-Owner shall not have a right to vote on such matter as there shall be no fractional votes.

"Class B" members shall be the Declarant who shall be entitled to three votes for each Townhome owned by Declarant. The "Class B" membership shall cease and be converted into "Class A" membership on the happening of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the "Class A" members equals or exceeds the total votes outstanding in the "Class B" membership; or
- (b) On the second anniversary date of the first conveyance by the Declarant of a Townhome with a resident thereon, to a purchaser.

4. Meetings. The presence at any meeting of the Council of Co-Owners, of Co-Owners having a majority of the total votes, shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Council of Co-Owners where there is a quorum upon the affirmative vote of a majority of those votes represented at such meeting.

- (a) Annual Meeting: There shall be meeting of the Council of Co-Owners on the third Tuesday of January of each year at 9:00 p.m. upon the property or at such other reasonable place or

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time (not more than sixty days before or after such date) as may be designated by written notice of the Board delivered to the Co-Owners not less than ten days nor more than sixty days prior to date fixed for said meeting. At the annual meeting the Board shall present an outside certified audit of the Maintenance Fund, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each Co-Owner and the estimated maintenance for the coming year. Within thirty days after the annual meeting said statement shall be delivered to all Co-Owners.

- (b) Special Meetings: Special meetings of the Council of Co-Owners may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Co-Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, signed by the President or by the Co-Owners having one-third of the total votes and delivered not less than fifteen days prior to the date fixed for said meeting. Said notices shall specify the date, time and place of the meeting and the matters to be considered thereat.

5 Notices. Any notice permitted or required to be delivered as provided to a Co-Owner herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed (a) to a Co-Owner at the address given by such notice, or (b) to the Townhome of such Co-Owner if no address has been given to the Secretary. Any address for purposes of notices may be changed from time to time by notice in writing to the Secretary.

6 Election and Proceedings of the Board.

- (a) Election. At the first annual meeting, the Co-Owners shall elect a Board of Directors for the forthcoming year, consisting of five Directors and thereafter at each annual meeting, the Co-Owners



shall elect members to the Board as hereinafter provided; provided however, that the first Board elected hereunder may be elected at a special meeting duly called, said Board to serve until the first annual meeting. Each Co-Owner entitled to vote at any election of members of the Board may vote, if present. The candidates receiving the highest number of votes up to the number of members of the Board to be elected shall be deemed elected. All votes shall be cast by written ballot.

- (b) Term. Members of the Board shall serve for a term of two years commencing on the first day of March following the meeting at which they are elected or until their respective successors are elected, or until death, resignation, or removal; whichever is earlier, provided that if any member except the original Board ceases to be a Co-Owner, his membership on the Board shall thereupon terminate. Immediately after the election of the full Board of Directors at the first annual meeting, they shall meet and by lot determine the two thereof who shall serve for one-year terms and the three thereof who shall serve for two-year terms.
- (c) Resignation and Removal. Any member of the Board may resign at any time by giving written notices to the Secretary, and any member may be removed from membership on the Board by a vote of a majority of the Board members.
- (d) Proceedings. Three members of the Board shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the act of the Board. The Board shall elect a President who shall preside over both its meetings and those of the Council of Co-Owners. In case of a tie vote at a Board meeting, the President of the Board shall cast the deciding vote. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The Board may also act without a meeting by unanimous written consent of its members.

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- (e) Declarant Performs Functions. Until the first election of the Board, the rights, duties, and functions of the Board shall be exercised by Declarant.
- (f) Notice of Election. After the first election of the Board Declarant shall execute, acknowledge and record an affidavit stating the names of all the persons elected to membership on the Board. Thereafter, any two persons who are designated of record as being members of the most recent Board may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Board. The most recently recorded affidavit shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

7. Authority of the Board. The Board, for the benefit of the Property and the Co-Owners, shall enforce the provisions hereof and shall acquire and shall pay out of the Maintenance Fund hereinafter provided for, the following:

- (a) Water, sewer, garbage, electrical, gas and other necessary utility services for the Common Elements and (to the extent not separately metered or charged) for the Townhomes;
- (b) A policy or policies of fire insurance, with extended coverage endorsement, for the full insurable replacement value of the Townhomes and the Common Elements payable as provided in Paragraph 10 hereof, or such other fire and casualty insurance as the Board shall determine gives substantially equal or greater protection to the Co-Owners, and their mortgagees, as their respective interests may appear;
- (c) A policy or policies insuring the Board and the Co-Owners against any liability to the public or to the Co-Owners and their invitees or tenants incident to the ownership and/or use of the Property, and including the personal liability exposure of the Co-Owners. Limits of liability under such insurance shall not be less than Three Hundred Thousand Dollars(\$300,000)

for any one person injured, One Million Dollars (\$1,000,000) for any one accident and Three Hundred Thousand Dollars (\$300,000) for property damage (such limits and coverage to be reviewed at least annually by the Board and increased in its discretion). Said policy or policies shall contain a cross liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured;

- (d) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;
- (e) The services of the Manager to manage its affairs to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the Property, whether such personnel are employed directly by the Board or are furnished by the Manager; provided, however, any contract for such services shall be limited in duration to one year unless a longer period is approved by the Board.
- (f) Legal and accounting services necessary or proper in the operation of the Common Elements or the enforcement of the terms of this Declaration;
- (g) A fidelity bond naming the Manager, and such other persons as may be designated by the Board as principals and the Co-Owners as obligees, for the first year in an amount at least equal to the estimated cash requirement for that year as determined under paragraph 10 hereof, and for each year thereafter in an amount at least equal to the total sum collected through the Maintenance Fund during the preceding year;
- (h) Painting, maintenance, repair and all landscaping of the Common Elements and exterior surfaces of Townhomes, and such furnishings and equipment for the Common Elements as

the Board shall determine are necessary and proper; and the Board shall have the exclusive right and duty to acquire the same for the Common Elements; provided, however, that furnaces, plumbing fixtures, household appliances and other interior mechanical equipment, and the interior surfaces of each Townhome shall be painted, maintained and repaired by the Co-Owners thereof, all such maintenance to be at the sole cost and expense of the particular Co-Owner;

- (i) Any other materials, supplies, furniture, labor, services, maintenances, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the operation of the Common Elements or for the enforcement of this Declaration, provided that if any such materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Townhomes, the cost thereof shall be specially assessed to the Co-Owners of such Townhomes. The Board shall also pay any amount necessary to discharge any lien or encumbrance levied against the Property or any part thereof which may in the opinion of the Board constitute a lien against the Common Elements, rather than merely against the interests therein of particular Co-Owners. Where one or more Co-Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Co-Owners;
- (j) Maintenance and repair of any Townhome, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Property, and the Co-Owner or Co-Owners

of said Townhome have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board, and the Board shall levy a special assessment against the Townhome of such Co-Owner or Co-Owners for the cost of said maintenance or repair.

(k) In the event the Board should determine that the management of the project should be conducted by professional management, any agreement relating to such management or any other contract providing for services by the developer or builder must provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and a maximum contract term of three (3) years.

(l) The Board, on behalf of the Council of Co-Owners, shall give written notice to all first mortgages or their servicing agent, if the Board is furnished with the proper addresses and references to mortgages on particular Townhouses, of any loss or taking of, the common elements, if such loss or taking exceeds Ten Thousand Dollars (\$10,000) or damage to a Townhome encumbered with a mortgage owned in whole or part by same exceeds One Thousand Dollars (\$1,000) and the Board is cognizant of such damage. All such damage shall be reported to the Board by each Townhome Owner.

The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Maintenance Fund capital additions and improvements (other than for purposes of replacing portions of the Common Elements, subject to all of the provisions of this Declaration) having a cost in excess of Five Thousand and no/100 Dollars (\$5,000.00) except as expressly provided herein.

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

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8. Board Powers Exclusive. The Board shall have the exclusive right and obligation to contract for all goods, services and insurance in connection with the Property, payment for which is to be made from the Maintenance Fund, except as otherwise specifically provided herein.

9. Owners' Obligations to Repair. Except for those portions of the Townhomes, if any, which the Board is required to maintain and repair hereunder, each Co-Owner shall, at his sole cost and expense, maintain and repair his Townhome, keeping the same in good condition.

10. Maintenance Fund: Assessments.

- (a) Within thirty days prior to the beginning of each calendar year the Board shall estimate the net charges to be paid during such year (including a reasonable reserve for maintenance, repair and replacements and less any expected income and any surplus from the prior year's fund). Said "estimated cash requirement" shall be assessed to the Co-Owners in the proportion to the percentage interest of each Co-Owner in the Common Elements as set forth in the Plan. One-twelfth (1/12) of the amount assessed against each Townhome shall be due and payable on the first day of each calendar month during each year. If said sum estimated proves inadequate for any reason, including non-payment of any Co-Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Co-Owners in like proportions, unless otherwise provided herein. Each Co-Owner shall be obligated to pay assessments made pursuant to this paragraph to the Board in equal monthly installments on or before the first day of each month during the year, or in such other reasonable manner as the Board shall designate;
- (b) The rights, duties and functions of the Board set forth in this paragraph shall be exercised by Declarant for the period ending thirty days after the election of the first Board hereunder;

- (c) All funds collected hereunder shall be held in a Maintenance Fund and shall be expended only for the purposes designated herein.

Amendments to this paragraph shall be effective only upon written consent of the Co-Owners holding at least seventy-five percent of the votes. No Co-Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Townhome.

11. Default in Payment of Assessments.

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

including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes, and such Co-Owner hereby expressly grants to the Board, a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Board and shall be for the common benefit of all Co-Owners. The Board acting on behalf of the Co-Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

- (b) Upon the sale or conveyance of a Townhome, all unpaid assessments against a Co-Owner shall first be paid out of the sale price as provided in Section 18 of the Act; provided, however, that if such unpaid assessments are not paid or collected at the time of a sale or conveyance of a Townhome, the grantee of the same shall be jointly and severally liable with the selling Co-Owner for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling Co-Owner the amounts paid by the grantee therefor. Any grantee or mortgagee of a Townhome shall be entitled upon written request therefor, to a statement from the Board setting forth the amount of the unpaid assessments against the selling Co-Owner due the Board and such grantee shall not be liable for, nor shall the Townhome conveyed be subject to a lien for any unpaid assessments made by the Board against the Selling Co-Owner in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any assessments becoming due after the date of any such statement.



- (c) Where a mortgagee of a Mortgage constituting a first and prior lien or other purchaser of a Townhome obtains title to the same pursuant to the remedies in any such first lien Mortgage or as a result of foreclosure of any such first-lien Mortgage, such acquirer of title, his successors and assigns shall not be liable for the share of the common expenses or assessments by the Board chargeable to such Townhome which became due prior to the acquisition of title to such Townhome by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Townhomes including such acquirer, his successors and assigns.

The Board shall notify the respective holders of the first Mortgages or their servicing agents of any default to the performance by the individual Co-Owner of any obligation hereunder which is not cured within sixty (60) days.

12. Mortgage Protection. Anything herein to the contrary notwithstanding:

- (a) The liens created hereunder upon any Townhome shall be subject and subordinate to, and shall not affect the rights of any Mortgagee of a Mortgage constituting a first and prior lien upon such Townhome made in good faith and for value, provided that after the foreclosure of any such Mortgage there may be a lien created pursuant to Paragraph 11 hereof on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as a Co-Owner after the date of such foreclosure sale, which said lien shall have the same effect and be enforced in the same manner as provided herein;

- (b) No amendment to this paragraph shall affect the rights of the holder of any such Mortgage recorded prior to recordation of such amendment who does not join in the execution thereof;
- (c) By subordination agreement executed by a majority of the Board, the benefits of (a) and (b) above may be extended to Mortgagees not otherwise entitled thereto; and
- (d) No breach of any of the covenants, conditions, restrictions, limitations, or uses herein contained shall defeat or render invalid the lien of any Mortgage made in good faith and for value, but all of said matters shall be binding upon any Co-Owner whose title is derived through foreclosure or trustee's sale.

13. Delegation to Manager. The Board may delegate any of its duties, powers or functions, including, but not limited to, the authority to give the certificate provided for in Paragraph 11 hereof, and the authority to give the subordination agreements provided for in Paragraph 12 hereof, to the Manager, provided that any such delegation shall be revocable upon notice by the Board. The members of the Board shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board. In the absence of any appointment, the President of the Board shall act as Manager.

14. Use of Townhomes and the Common Elements. The Townhomes and the Common Elements shall be occupied and used as follows:

- (a) Each Townhome shall be used as a residence for a single family and for no other purpose, provided that Declarant may maintain a sales office and model units until all units have been sold.
- (b) There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without prior consent of the Board except as hereinafter expressly provided for in storage areas.
- (c) Nothing shall be done or kept in any Townhome or in the Common Elements which will increase the rate of insurance without the prior written consent of the Board which consent is subject to subsequent revocation. No Co-Owner shall permit anything to be done or kept in his Townhome or

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

- (d) No sign of any kind shall be displayed to the public view on or from any Townhome or the Common Elements without the prior consent of the Board;
- (d<sup>1</sup>) Children who have obtained the age of twelve (12) as of their last birthday may reside in any unit as a permanent resident and visitation of younger children shall be controlled in the rules as to be promulgated by the Board of Directors.
- (e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Townhome or on or in the Common Elements except that dogs, cats or other household pets may be kept in the Townhome, subject to the rules and regulations adopted by the Board;
- (f) No noxious or offensive activity shall be carried on in any Townhome or on or in the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to the other Co-Owners;
- (g) Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board;
- (h) No drilling, digging, quarrying or mining operation of any sort shall be permitted on the Property;
- (i) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided however, that temporary structures may be erected for use in connection with the repair or rebuilding of any Building or portion thereof;
- (j) Outdoor drying of clothes or other items shall not be permitted nor shall any material or object be placed upon, in or over any balcony, rail, or fence, terrace, fence or hallway;
- (k) No vehicle shall be parked in driveways. For a period not to exceed forty-eight hours, family, guests and invitees of Co-Owners may park their automobiles in the guest parking areas

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within the Property provided for such purpose. Guest parking areas are not intended for use by the Co-Owners for parking or storing boats, trailers, camping units or any personal vehicles and the Board may insure the proper use of said areas in such legal areas in such manner as it deems necessary;

- (l) Except in the individual Patio Space appurtenant to a Townhome, as designated on the Plan, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board and in no event shall any such item be planted, erected or maintained outside of the boundaries of the air space within such Patio Space up to the elevation of the interior ceiling of the highest floor of the subject unit. Maintenance, upkeep and repairs of any Patio Space shall be the sole responsibility of the Co-Owner and shall not be, in any manner, the responsibility of the Board of the Council of Co-Owners;
- (m) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation directly from a carport to a point outside the Property, or from a point outside the Property directly to a carport;
- (n) None of the rights and obligations of the Co-Owners created herein, or by any deed delivered to any Co-Owner, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of a Co-Owner or Co-Owners if said encroachment occurred due to the willful conduct of said Co-Owner or Co-Owners;

- (o) Each area on the Plan designated as a carport or carports which shall be owned individually and exclusively by each Co-Owner as delineated in such Co-Owner's original Deed with reference to the numbers shown in Exhibit "B" attached hereto.
- (p) Each area on the Plan designated with the letter "P" is subject to ownership for patio purposes appurtenant to the contiguous Townhome, the exclusive use of which area is reserved to the Co-Owner of such contiguous Townhome;
- (q) Each area on the Plan designated with the letter "B" is subject to ownership for balcony purposes appurtenant to the contiguous Townhome, the exclusive use of which is reserved to the Co-Owner of such contiguous Townhome;
- (r) Each Co-Owner shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and re-decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his own Townhome,; and the right to paint or redecorate the interior surface of the fence around his Patio Space, and landscape and maintain the ground area of the Patio Space appurtenant to his own Townhome;
- (s) Each Co-Owner, tenant or occupant of a Townhome shall comply with the provisions of this Declaration, the By-Laws, decisions, rules, regulations, and resolutions of the Board or its duly authorized representative, all as lawfully amended from time to time, and failure to comply with any such provisions, decisions, rules, regulations or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief. Without limiting any other rule-making authority it may have under this Declaration, the Board is specifically authorized, in its discretion, (i) to promulgate and enact rules and regulations prohibiting any persons below a certain age from being a resident in or occupant of a Townhome, and (ii) to assign and to reassign outside storage areas to particular Townhomes.

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(t) In addition to the easements granted herein, there is hereby granted a non-exclusive easement appurtenant to each Townhome for ingress and egress to and from each Townhome in, over, and through open areas, driveways, elevators, hallways, stairways and walkways in the Common Areas, and in certain instances through over and across patios and/or balconies, more particularly described in Exhibit "B" attached hereto and made a part hereof, and there shall further be an easement burdening said Common Areas for the benefit of and appurtenant to the herein described lots for the purposes: of maintaining said Common Areas.

(u) Each Townhome owner shall own the percentage interest in the Common Elements based on a pro rata basis as each Townhome's square footage relates to the total square footage of all Townhomes as reflected in Exhibit "C" attached hereto and as such interest is conveyed in the Deed to each unit owner which percentage interest shall not be subject to diminution or change in any respect. It is expressly stipulated, and each and every purchaser of a condominium unit, his heirs, executors, administrators, assigns, successors and grantees hereby agree, that the square footage, size and dimensions of each unit as set out and shown in this Declaration or in the said survey plats attached as Exhibits hereto, are approximate and are shown for descriptive purposes only, and that the Declarant does not warrant, represent or guarantee that any unit actually contains the area, square footage or dimensions shown by the plat thereof. Each purchaser and owner of a condominium unit or interest therein, has had the full opportunity and is under a duty to inspect and examine the unit purchased by him prior to the purchase thereof, and agrees that the unit is purchased as actually and physically existing. Each purchaser of a condominium unit hereby expressly waives any claim or demand which he may have against the Declarant on account

of any difference, shortage or discrepancy between the unit as actually and physically existing and as it is shown on the respective plat thereof, which is attached as an Exhibit hereto. It is specifically agreed that in interpreting deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever or in connection with any matter, the existing physical boundaries of the units or of any unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be the boundaries, regardless of settling, rising, or lateral movement of the building and regardless of variances between the boundaries shown on the plat and those of the building. The percentage value assigned to each Unit in the Condominium Project is set forth below and is an arbitrary figure based upon the approximate size of each unit in relation to the others, but nevertheless shall be determinative of the proportionate share of each respective Owner in the proceeds and expenses of administration.

The total value of the Condominium Project is 100%.  
Set forth in Exhibit "C" attached hereto and made a part hereof are:

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

15. Entry for Repairs. The Board or its agent may enter any Townhome when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Co-Owner as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the Maintenance Fund.

16. Damage and Destruction.

- (a) If any of the Buildings are damaged by fire or other casualty and said damage is limited to a single Townhome all insurance proceeds shall be paid to the Co-Owner or Co-Owners or Mortgagee or Mortgagees, of such Townhome, as their

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respective interests may appear, and such Co-Owner or Co-Owners, the Council of Co-Owners, or Mortgagee or Mortgagees, shall use the same to rebuild or repair such Townhome in accordance with the original plans and specifications therefor. If such damage extends to two or more Townhomes, or extends to any part of the Common Elements, such insurance proceeds shall be paid to the Board, as Trustee, or to such other bank or trust company as may be designated by amendment hereof, to be held in trust for the benefit of the Co-Owners and their Mortgagees as their respective interests may appear. The Board shall thereupon contract to repair or rebuild the damage portions of all Townhomes, Buildings, and the Common Elements in accordance with the original plans and specifications therefor the funds held in the insurance trust fund shall be used for this purpose. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board shall levy a special assessment on all Co-Owners, in proportion to the percentage interest of each Co-Owner in the Common Elements as set forth in the Plan, to make up any deficiency. If any Co-Owner shall fail to pay the special assessment within thirty days after the levy thereof, the Board shall make up the deficiency by payment from the Maintenance Fund; provided, however, that such Co-Owner shall remain liable for such special assessment.

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

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

17. Alterations, Additions and Improvements. There shall be no structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure by the Board in excess of Five Thousand Dollars (\$5,000) without the prior approval of the Co-Owners holding a majority of the total votes.

18. Audit. The Board or the Manager shall keep or cause to be kept a set of books with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or in behalf of the Project. Both the books and vouchers accrediting the entries made thereon shall be available for examination by all the Co-Owners and Mortgagees at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedures and be audited at least once a year by an auditor outside of the Council of Co-Owners organization.

19. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium regime under the Act.

20. Amendment. Except as otherwise provided herein, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by record Co-Owners holding seventy-five percent of the

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total vote hereunder and holders of first mortgages on the Units, which amendment shall be effective upon recordation in the office of the County Clerk of Bexar County, Texas.

21. Duties of Declarant. Declarant agrees to pay when due all assessments levied on unsold Townhomes pursuant to this Declaration and, until the election of the first Board, to exercise all of the powers, rights, duties and functions of the Board for the benefit of the Co-Owners and after said election, to be bound by the rules and regulations promulgated by the Board. At any time prior to January 1, 1979, the Declarant shall have the right, at its option and sole cost and expense, to make alterations to Units which it has not sold; to combine two or more such Units for use by one or more Co-Owners; or to make improvements to the Common Elements without the prior consent of the Board or any Co-Owner. No Co-Owner shall ever be assessed for any such changes or improvements done by the Declarant pursuant to this provision. In the event of any such alteration, combination or improvement, the Declarant, at his sole cost and expense, shall file, subject to the provision without joinder by any other party, and Amendment to the Declaration necessary to reflect such change or improvement. Nothing herein contained shall be construed or deemed to authorize, allow or permit the Declarant to change, and the Declarant shall not change, the fractional percentage interest in common elements ascribed to any Unit. In the event of a combination of two or more Units, the fractional percentage interest in the Common Elements of such combined Unit, shall be the total of the percentage interest of the individual Units so combined. Nothing herein shall authorize or be construed to authorize the Declarant to affect the rights of any Mortgagee of any Unit or Units.

22. Enforcement. The Board or any Co-Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Board or by any Co-Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Similarly, failure by the Board or by any Co-Owner to enforce any one or more covenants or restrictions herein contained shall in no event be deemed a waiver of the right to enforce any other covenant or restriction.

23. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not effect the validity or enforceability of any other provision thereof.

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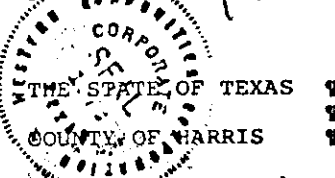
IN WITNESS WHEREOF, Declarant has executed this instrument this  
1<sup>st</sup> day of June, 1978.

ATTEST:

WESTERN COMMUNITIES CORPORATION

[Signature]  
ITS SECRETARY

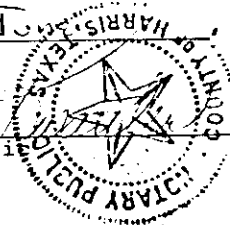
BY: [Signature]  
ITS PRESIDENT



BEFORE ME, the undersigned authority, on this day personally  
appeared A. Dutton Smith Jr. President of Western Communities Corporation,  
known to me to be the person and officer whose name is subscribed to  
the foregoing instrument, and acknowledged to me that he executed the  
same for the purposes and consideration therein expressed and in the  
capacity therein stated and as the act and deed of said corporation.

WITNESS MY HAND AND SEAL this 1<sup>st</sup> day of June, 1978.

[Signature]  
Notary Public



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CONSENT OF MORTGAGEE

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

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof.

Signed and attested by the undersigned officers of said



REPUBLIC OF TEXAS SAVINGS ASSOCIATION

hereunto authorized, this the 9 day of June, 1977

REPUBLIC OF TEXAS SAVINGS ASSOCIATION

BY: John R. Cawthron  
John R. Cawthron, President

ATTEST:

BY: Money Mackey  
Assistant Secretary

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF            §

BEFORE ME, the undersigned authority, on this day personally appeared John R. Cawthron, as PRESIDENT of Republic of Texas Savings Association known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said

Republic of Texas Savings Association and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity as therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9<sup>th</sup> day of \_\_\_\_\_, 1977.



Anna Gayne  
Notary Public in and for  
County, Texas

1001

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EXHIBIT "A"

TRACT ONE

A tract of land out of Lot 36, New City Block 11928, Knibbe Subdivision, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 6100, page 140, and being further described as follows:

BEGINNING at a point in the west R.O.W. line of Broadway, said point being the southeast corner of Lot 36 and of this parcel and the Northeast corner of present Lot 29;

THENCE with the south line of this parcel and of Lot 36 and the north line of Lot 29, south 89° 54' west 445.52 feet to an angle point;

THENCE north 67.60 feet to an angle point;

THENCE north 89° 54' east 26.00 feet to an angle point;

THENCE south 11.60 feet to an angle point;

THENCE along the north line of this parcel north 89° 54' east 415.50 feet to a point in the west R.O.W. line of Broadway;

THENCE with the west R.O.W. line of Broadway south 26.00 feet to the point of beginning and containing 0.291 acres of land, more or less; together with

TRACT TWO

A part of Lot 29, New City Block 11928, Knibbe Subdivision, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to Plat thereof recorded in Volume 4900, page 138 of the Plat Records of Bexar County, Texas, and being further described as follows:

BEGINNING at a point in the west R.O.W. line of Broadway for the southeast corner of Lot 29 and of this part;

THENCE with the south line of this part and of Lot 29 south 89° 54' west 637.60 feet to the southwest corner of this part and of Lot 29;

THENCE with the west line of this part and of Lot 29 north 480.52 feet to the northwest corner of this part;

THENCE with the north line of this part north 89° 54' east 192.10 feet, south 67.6 feet and north 89° 54' east 445.52 feet to a point in the West R.O.W. line of Broadway;

THENCE south 412.92 feet along the west R.O.W. line of Broadway to the point of beginning and containing 6.342 acres of land, more or less.

San Antonio, Texas, Bexar County, Texas, according to Plat thereof recorded in Volume 4900, page 138 of the Plat Records of Bexar County, Texas, and being further described as follows:

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TRACT NO. 3

FIELDNOTE DESCRIPTION of 1.036 acres of land, more or less, out of Lot 32, N.C.B. 11928, Knibbe Subdivision, Unit 3, San Antonio, Bexar County, Texas, as recorded in the map records of Bexar County in Volume 5300 on page 275.

Beginning at the southwest corner of Lot 32, N.C.B. 11928, Knibbe Subdivision, Unit 3, San Antonio, Bexar County, Texas, for the southwest corner of this tract, said point being in the east boundary line of Loran Cemetery and in the north right-of-way line of Nottingham Place.

Thence N 0° 09' 00" E with the west boundary line of Lot 32 and the east boundary line of Loran Cemetery, at 12.50 feet a 5/8-inch iron bar, in all, 236.16 feet to a 5/8-inch iron bar set for the northwest corner of Lot 32, for the northwest corner of this tract;

Thence east with the north boundary line of Lot 32 and the south boundary line of Lot 29 of said N.C.B. 11928 a distance of 311.50 feet to a 5/8-inch iron bar set for the northeast corner of Lot 32, for the northeast corner of this tract;

Thence S 0° 09' 00" W with the east boundary line of Lot 32 and the west boundary line of Lot 2B of said N.C.B. 11928 a distance of 69.56 feet to a 5/8-inch iron bar set for the most easterly southeast corner of Lot 32, for the most easterly southeast corner of this tract;

Thence west with a south boundary line of Lot 32 and the north boundary line of Lot 35 of said N.C.B. 11928, at 35.50 feet, the northwest corner of said Lot 35, and continuing across said Lot 32, in all, a distance of 170.50 feet to a 1/4-inch iron bar, for a corner of this tract;

SAVE AND EXCEPT the following described tract of land:

Being 0.019 acres of land and being part of Lot 29, NCB 11928, Knibbe Subdivision, City of San Antonio, Bexar County, Texas, and being part of the land conveyed to Joe H. Amberson, Jr. by deed recorded in Volume 7113, Page 453 of the Deed Records of Bexar County, Texas.

Beginning at a 1/2" iron pin for the northwest corner of this tract and being the most westerly southwest corner of a 3.213 acre tract of land conveyed to James Laurence Sherrin and Joe H. Amberson, Jr. by deed recorded in Volume 6931, Page 772 of the Deed Records of Bexar County, Texas.

Thence with the south line of said 3.213 acre tract N 89° 54' 00" E 105.40 feet to an iron pin for the northeast corner of this tract.

Thence South 8.00 feet to an iron pin for the southeast corner of this tract.

Thence S 89° 54' 00" W 105.40 feet to an iron pin for the southwest corner of this tract.

Thence North 8.00 feet to the place of beginning.

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EXHIBIT "B"

I VOL 1178 PAGE 406

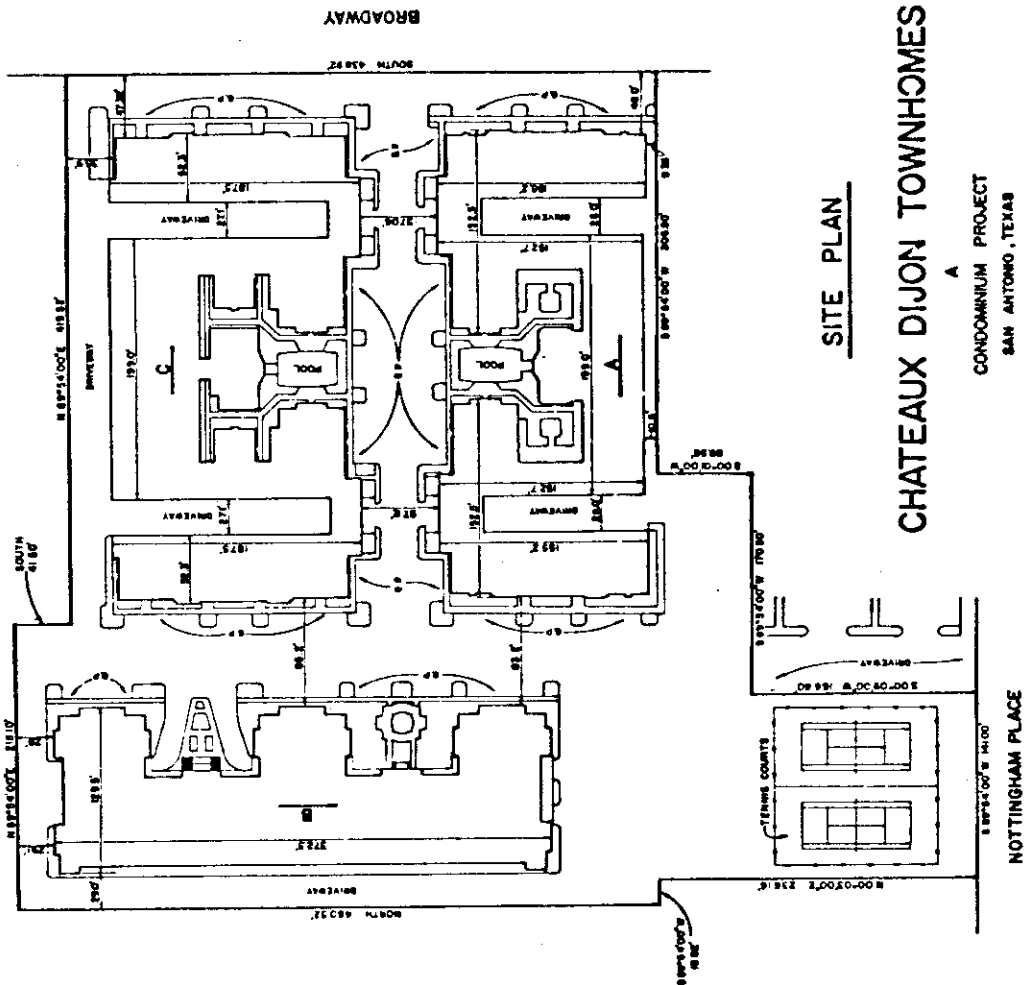
I VOL

5 PAGE 231

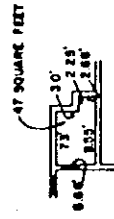
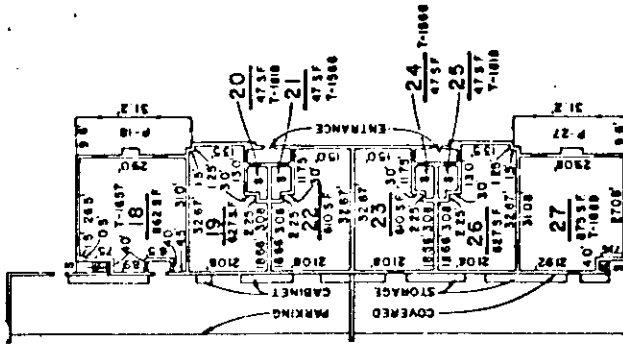
# CHATEAUX DIJON TOWNHOMES

CONDOMINIUM PROJECT  
SAN ANTONIO, TEXAS  
BEXAR COUNTY

## SITE PLAN







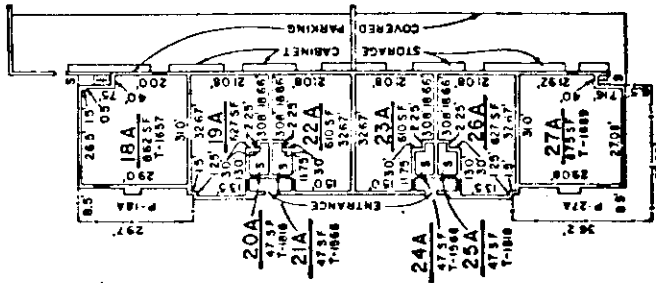
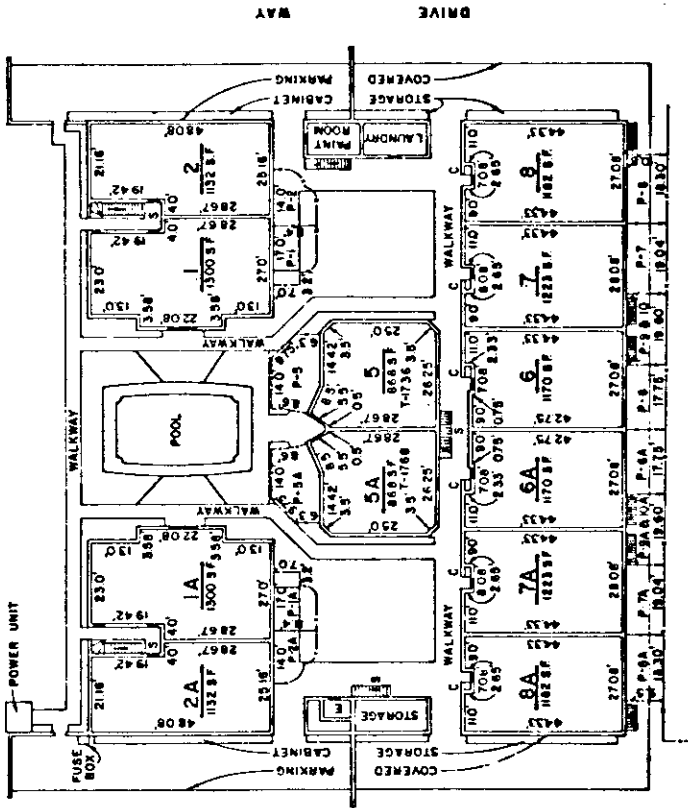
TYPICAL 14TH FLOOR STAIR & HALL FOR  
2ND FLOOR APARTMENT UNIT. 2ND FLOOR  
HAND APPTS ARE 20.21, 21.24, 24.15 AND  
28A.

# CHATEAUX DIJON TOWNHOMES

A  
CONDOMINIUM PROJECT  
SAN ANTONIO, TEXAS  
BEXAR COUNTY

FIRST FLOOR  
FLOOR ELEV. 833.66  
CEILING ELEV. 843.06

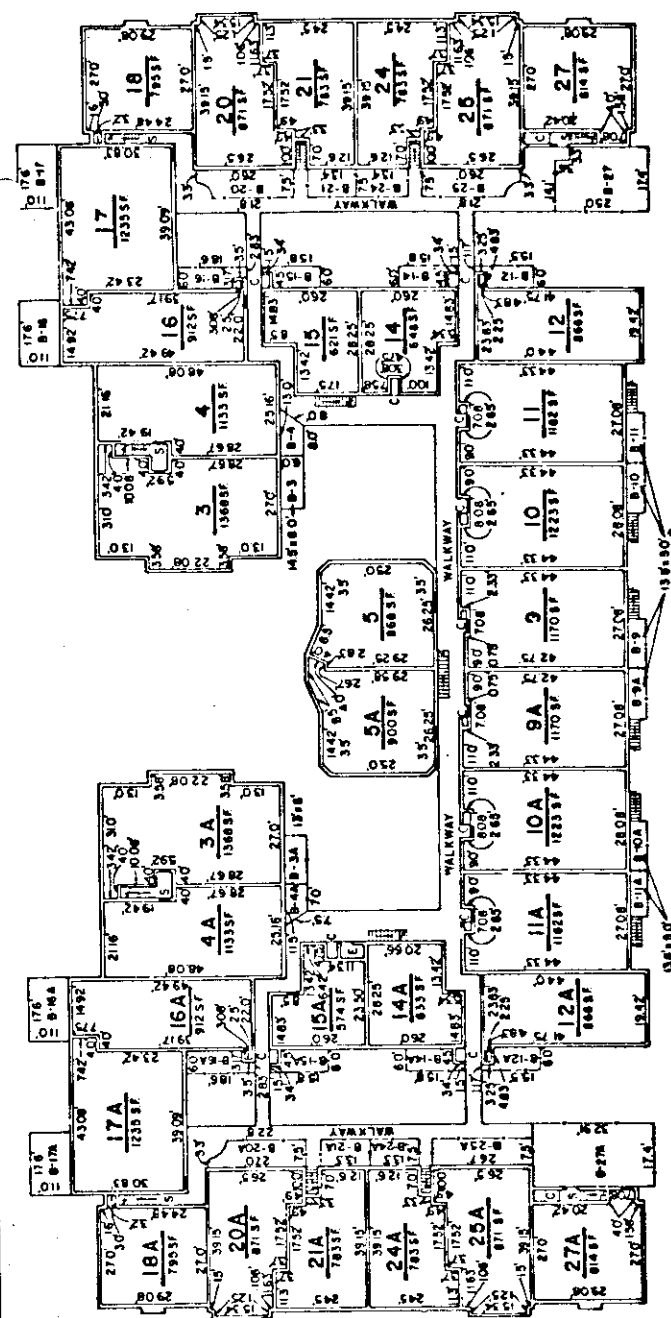
## BUILDING A



PATIO #	SQUARE FOOTAGE
P-1	176
P-1A	176
P-2	135
P-2A	135
P-3	135
P-3A	135
P-4	135
P-4A	135
P-5	135
P-5A	135
P-6	135
P-6A	135
P-7	135
P-7A	135
P-8	135
P-8A	135
P-9	135
P-9A	135
P-10	135
P-10A	135
P-11	135
P-11A	135
P-12	135
P-12A	135
P-13	135
P-13A	135
P-14	135
P-14A	135
P-15	135
P-15A	135
P-16	135
P-16A	135
P-17	135
P-17A	135
P-18	135
P-18A	135
P-19	135
P-19A	135
P-20	135
P-20A	135
P-21	135
P-21A	135
P-22	135
P-22A	135
P-23	135
P-23A	135
P-24	135
P-24A	135
P-25	135
P-25A	135
P-26	135
P-26A	135
P-27	135
P-27A	135

Y TOTAL SF OF UNIT  
C STAIRCASE  
E ELEVATOR  
P PATIO  
F FENCE  
G GARAGE  
H HALLWAY  
I INTERIOR  
J JACUZZI  
K KITCHEN  
L LAUNDRY  
M MECHANICAL  
N NEST  
O OUTDOOR  
P PATIO  
Q QUARTERS  
R REAR  
S STAIRCASE  
T TERRACE  
U UTILITY  
V VESTIBULE  
W WALKWAY  
X XEROX  
Y YARD  
Z ZOO

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SECOND FLOOR  
FLOOR ELEV. — 844.39  
CEILING ELEV. — 853.79

BUILDING A

CHATEAUX DIJON TOWNHOMES

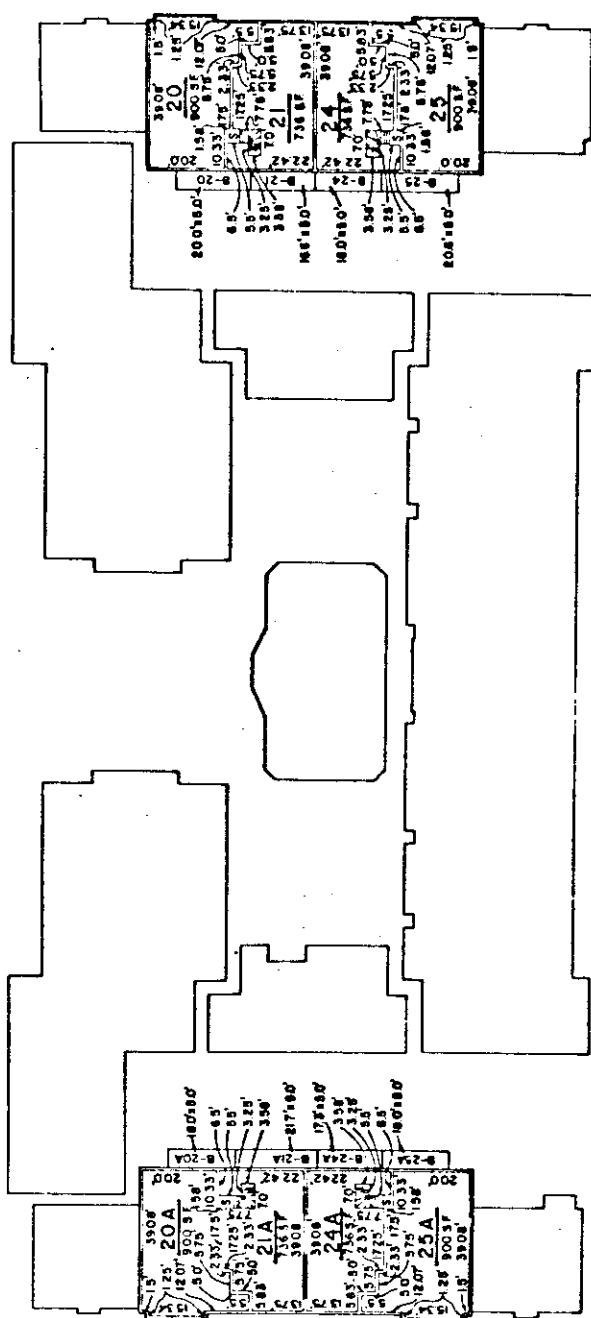
A  
CONDOMINIUM PROJECT  
SAN ANTONIO, TEXAS  
BEXAR COUNTY



SCALE 1" = 12'-0"

BALCONY NO.	SQUARE FOOTAGE
B-9	69
B-9A	69
B-10	69
B-10A	69
B-11	69
B-11A	69
B-12	78
B-12A	78
B-14	80
B-14A	80
B-18	80
B-18A	80
B-19A	80
B-20	84
B-20A	84
B-21	84
B-21A	84
B-24	100
B-24A	100
B-25	44
B-25A	200
B-27	423
B-27A	973
B-3	87
B-3A	78
B-4	83
B-4A	86

- ELEVATOR
- BALCONY
- FENCE
- CLOSET
- STAIRCASE



BALCONY NO.	SQUARE FOOTAGE
B-20A	90
B-21A	109
B-24A	87
B-20A	90
B-20	100
B-20	100
B-20	100
B-20	100
B-20	100
B-20	100

THIRD FLOOR  
 FLOOR ELEV. 854.67  
 CEILING ELEV. 864.07

BUILDING A

STAIRCASE  
 BALCONY  
 CORRIDOR

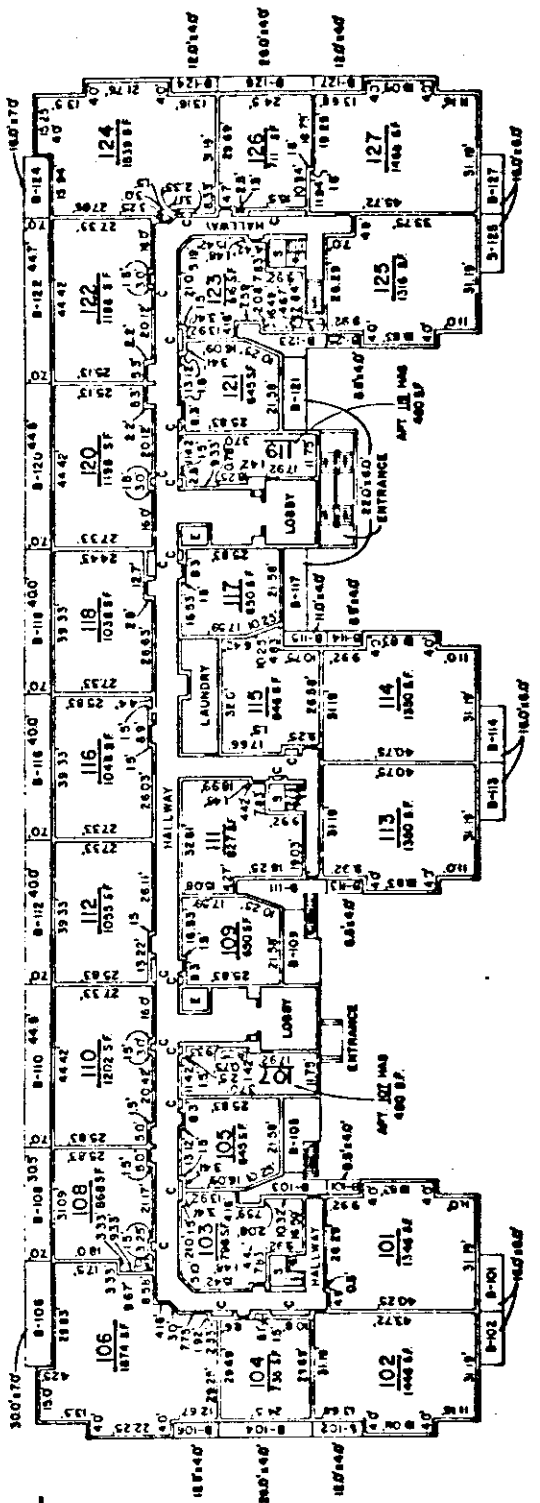


# CHATEAUX DIJON TOWNHOMES

A  
 CONDOMINIUM PROJECT  
 SAN ANTONIO, TEXAS  
 BEXAR COUNTY

# CHATEAUX DIJON TOWNHOMES

A  
CONDOMINIUM PROJECT  
SAN ANTONIO, TEXAS  
BEXAR COUNTY

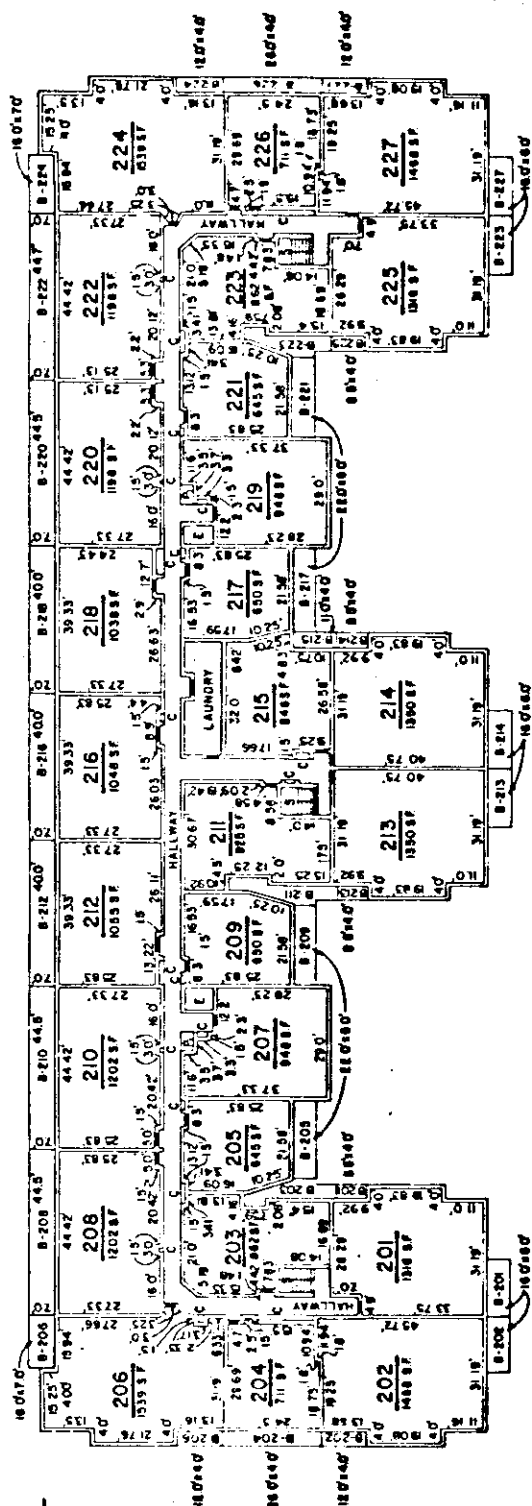


**FIRST FLOOR**  
FLOOR ELEV. - 833.69  
CEILING ELEV. - 843.09

## BUILDING B

BALCONY #	SQUARE FOOTAGE
B-101	130
B-102	144
B-103	98
B-104	104
B-105	107
B-106	104
B-107	104
B-108	104
B-109	104
B-110	104
B-111	104
B-112	104
B-113	104
B-114	104
B-115	104
B-116	104
B-117	104
B-118	104
B-119	104
B-120	104
B-121	104
B-122	104
B-123	104
B-124	104
B-125	104
B-126	104
B-127	104

C CLOSET  
 S STAIRCASE  
 E ELEVATOR  
 B BALCONY



**SECOND FLOOR**  
 FLOOR ELEV. — 847.37  
 CEILING ELEV. — 856.77

**BUILDING B**

**CHATEAUX DIJON TOWNHOMES**

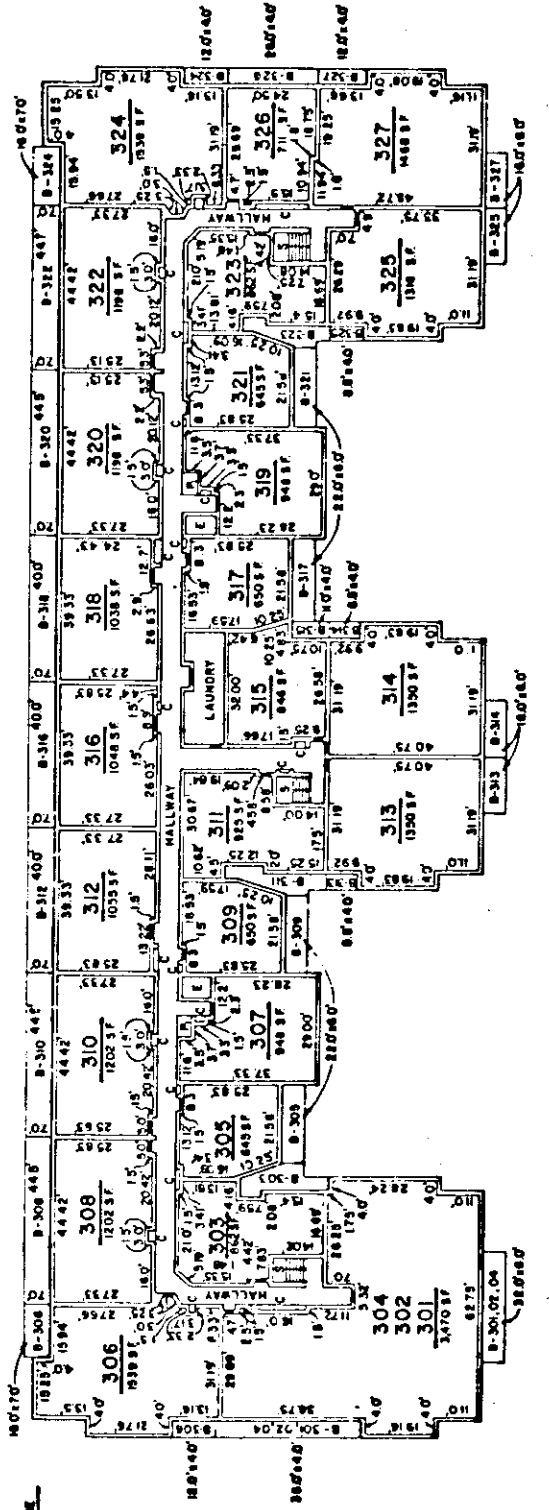
**A**  
 CONDOMINIUM PROJECT  
 SAN ANTONIO, TEXAS  
 BEXAR COUNTY



UNIT	SQ. FT.	UNIT	SQ. FT.
201	130	216	1048.37
202	144	217	1038.37
203	106	218	1038.37
204	104	219	948.37
205	132	220	1048.37
206	132	221	1048.37
207	130	222	1048.37
208	130	223	1048.37
209	130	224	1048.37
210	130	225	1048.37
211	130	226	1048.37
212	130	227	1048.37
213	130		
214	130		
215	130		
216	130		
217	130		
218	130		
219	130		
220	130		
221	130		
222	130		
223	130		
224	130		
225	130		
226	130		
227	130		

- C CLOSET
- S STAIRCASE
- E ELEVATOR
- B BALCONY
- L PLANTER

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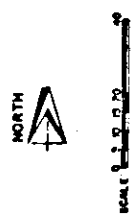


THIRD FLOOR  
FLOOR ELEV. — 857.97  
CEILING ELEV. — 867.37

BUILDING B

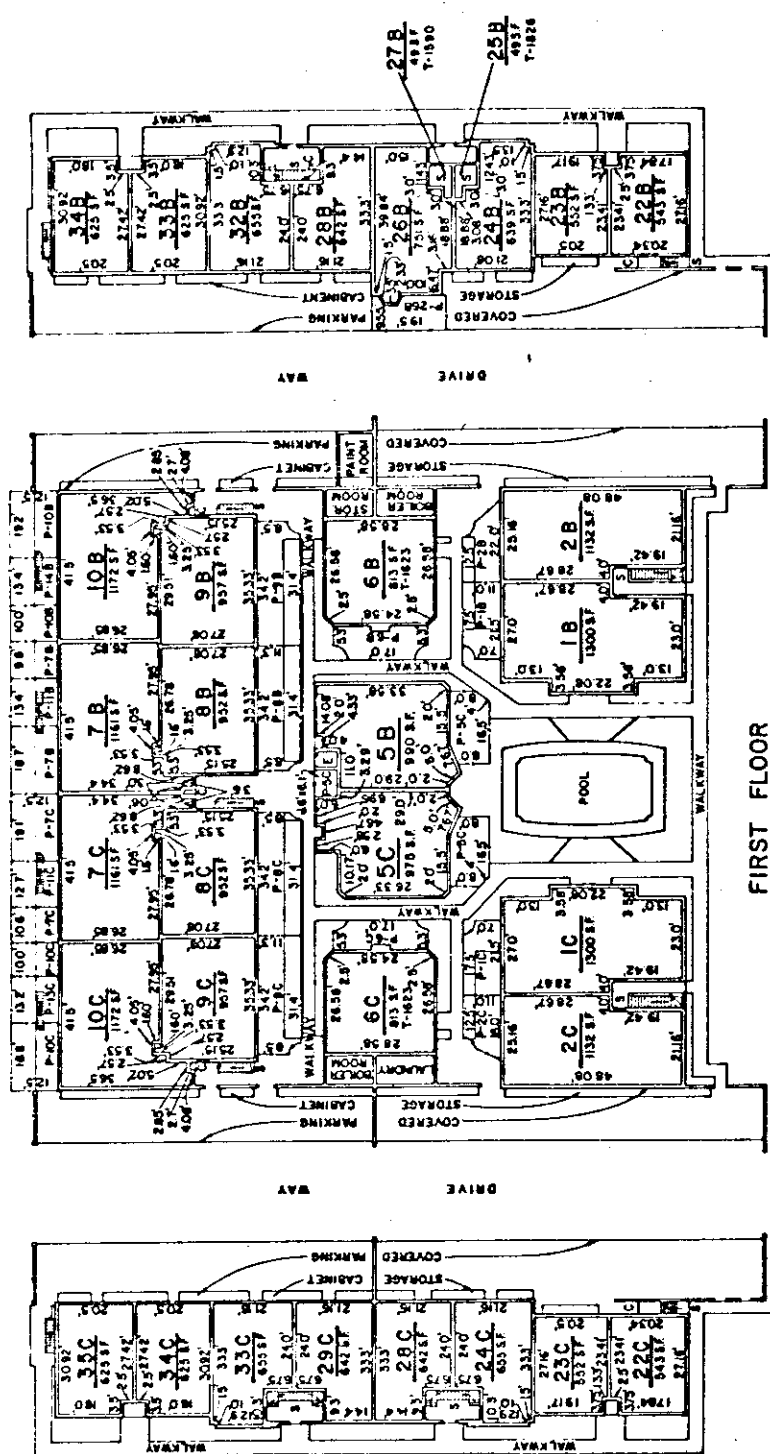
CHATEAUX DIJON TOWNHOMES

A  
CONDOMINIUM PROJECT  
SAN ANTONIO, TEXAS  
BEXAR COUNTY



BALCONY NO.	POSTAGE
B-301-B	344
B-303	106
B-305	132
B-306	140
B-307	312
B-308	132
B-309	312
B-310	102
B-311	150
B-312	280
B-313	130
B-314	44
B-315	280
B-316	132
B-317	280
B-318	132
B-319	132
B-320	132
B-321	132
B-322	132
B-323	132
B-324	132
B-325	132
B-326	132
B-327	132
B-328	132
B-329	132
B-330	132
B-331	132
B-332	132
B-333	132
B-334	132
B-335	132
B-336	132
B-337	132
B-338	132
B-339	132
B-340	132

- LEGEND
- C CLOSET
- E ELEVATOR
- B BALCONY
- P PLANTER
- S STAIRCASE
- L LAUNDRY
- H HALLWAY



—49 SQUARE FEET  
TYPICAL 1<sup>ST</sup> FLOOR STAIR & HALL  
FOR 2<sup>ND</sup> FLOOR APTS 278 & 258

NORTH  
SCALE 1" = 10'-0"

# FIRST FLOOR

FLOOR ELEV. — 833.57  
CEILING ELEV. — 842.97

## BUILDING C

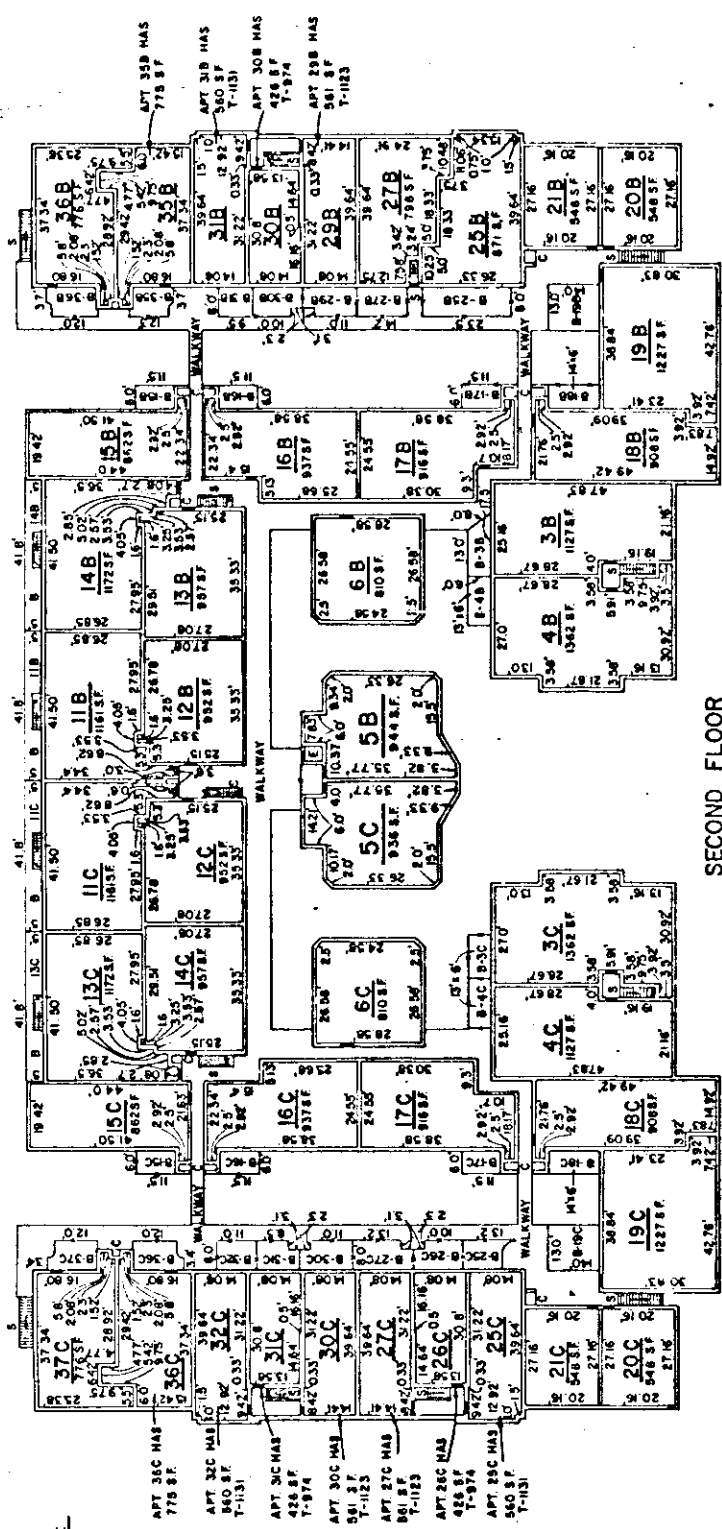
### CHATEAUX DIJON TOWNHOMES

A  
CONDOMINIUM PROJECT  
SAN ANTONIO, TEXAS  
BEXAR COUNTY

PATIO NO	SQUARE FOOTAGE
P-1B	222
P-1C	222
P-2B	187
P-2C	187
P-3C	234
P-4B	188
P-4C	188
P-5B	337
P-5C	337
P-6B	372
P-6C	372
P-7B	388
P-7C	388
P-8B	371
P-8C	371
P-9B	365
P-9C	365
P-10B	340
P-10C	340
P-11B	168
P-11C	168
P-12B	125
P-12C	125
P-13B	168
P-13C	168

LEGEND  
C CLOSET  
S STAIRCASE  
E ELEVATOR  
P PATIO  
F FENCE  
T TOTAL SF OF UNIT

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SECOND FLOOR  
 FLOOR ELEV. 844.30  
 CEILING ELEV. 853.70

BUILDING C

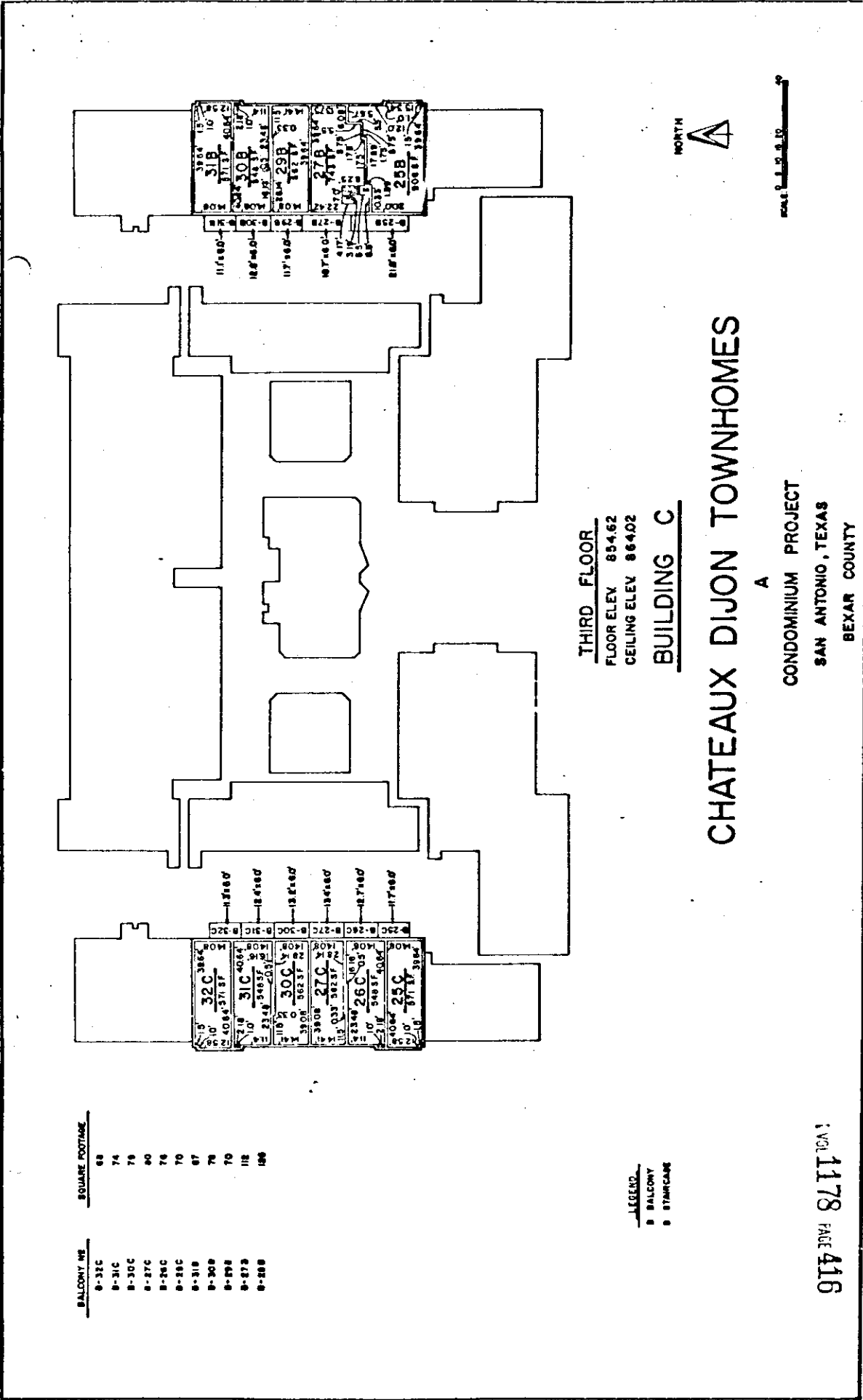
# CHATEAUX DIJON TOWNHOMES

A  
 CONDOMINIUM PROJECT  
 SAN ANTONIO, TEXAS  
 BEXAR COUNTY

BALCONY NO.	SQUARE FOOTAGE
B-3C	78
B-4C	78
B-11B	209
B-11C	209
B-13C	209
B-14B	209
B-15B	209
B-15C	209
B-16B	209
B-16C	209
B-17B	209
B-17C	209
B-18B	209
B-18C	209
B-25B	209
B-25C	209
B-26B	209
B-26C	209
B-27B	209
B-27C	209
B-28B	209
B-28C	209
B-30B	209
B-30C	209
B-31B	209
B-31C	209
B-32B	209
B-32C	209
B-33B	209
B-33C	209
B-34B	209
B-34C	209
B-35B	209
B-35C	209
B-36B	209
B-36C	209
B-37B	209
B-37C	209
B-38B	209
B-38C	209
B-39B	209
B-39C	209
B-40B	209
B-40C	209
B-41B	209
B-41C	209
B-42B	209
B-42C	209
B-43B	209
B-43C	209
B-44B	209
B-44C	209
B-45B	209
B-45C	209
B-46B	209
B-46C	209
B-47B	209
B-47C	209
B-48B	209
B-48C	209
B-49B	209
B-49C	209
B-50B	209
B-50C	209
B-51B	209
B-51C	209
B-52B	209
B-52C	209
B-53B	209
B-53C	209
B-54B	209
B-54C	209
B-55B	209
B-55C	209
B-56B	209
B-56C	209
B-57B	209
B-57C	209
B-58B	209
B-58C	209
B-59B	209
B-59C	209
B-60B	209
B-60C	209
B-61B	209
B-61C	209
B-62B	209
B-62C	209
B-63B	209
B-63C	209
B-64B	209
B-64C	209
B-65B	209
B-65C	209
B-66B	209
B-66C	209
B-67B	209
B-67C	209
B-68B	209
B-68C	209
B-69B	209
B-69C	209
B-70B	209
B-70C	209
B-71B	209
B-71C	209
B-72B	209
B-72C	209
B-73B	209
B-73C	209
B-74B	209
B-74C	209
B-75B	209
B-75C	209
B-76B	209
B-76C	209
B-77B	209
B-77C	209
B-78B	209
B-78C	209
B-79B	209
B-79C	209
B-80B	209
B-80C	209
B-81B	209
B-81C	209
B-82B	209
B-82C	209
B-83B	209
B-83C	209
B-84B	209
B-84C	209
B-85B	209
B-85C	209
B-86B	209
B-86C	209
B-87B	209
B-87C	209
B-88B	209
B-88C	209
B-89B	209
B-89C	209
B-90B	209
B-90C	209
B-91B	209
B-91C	209
B-92B	209
B-92C	209
B-93B	209
B-93C	209
B-94B	209
B-94C	209
B-95B	209
B-95C	209
B-96B	209
B-96C	209
B-97B	209
B-97C	209
B-98B	209
B-98C	209
B-99B	209
B-99C	209
B-100B	209
B-100C	209

C CLOSET  
 S STAIRCASE  
 E ELEVATOR  
 B BALCONY  
 F FENCE  
 T TOTAL S.F. OF UNIT





BALCONY NO	SQUARE FOOTAGE
B-32C	68
B-31C	74
B-30C	78
B-27C	80
B-26C	76
B-25C	70
B-31B	87
B-30B	76
B-27B	82
B-26B	118
B-25B	126

LEGEND  
 B BALCONY  
 S STAIRCASE

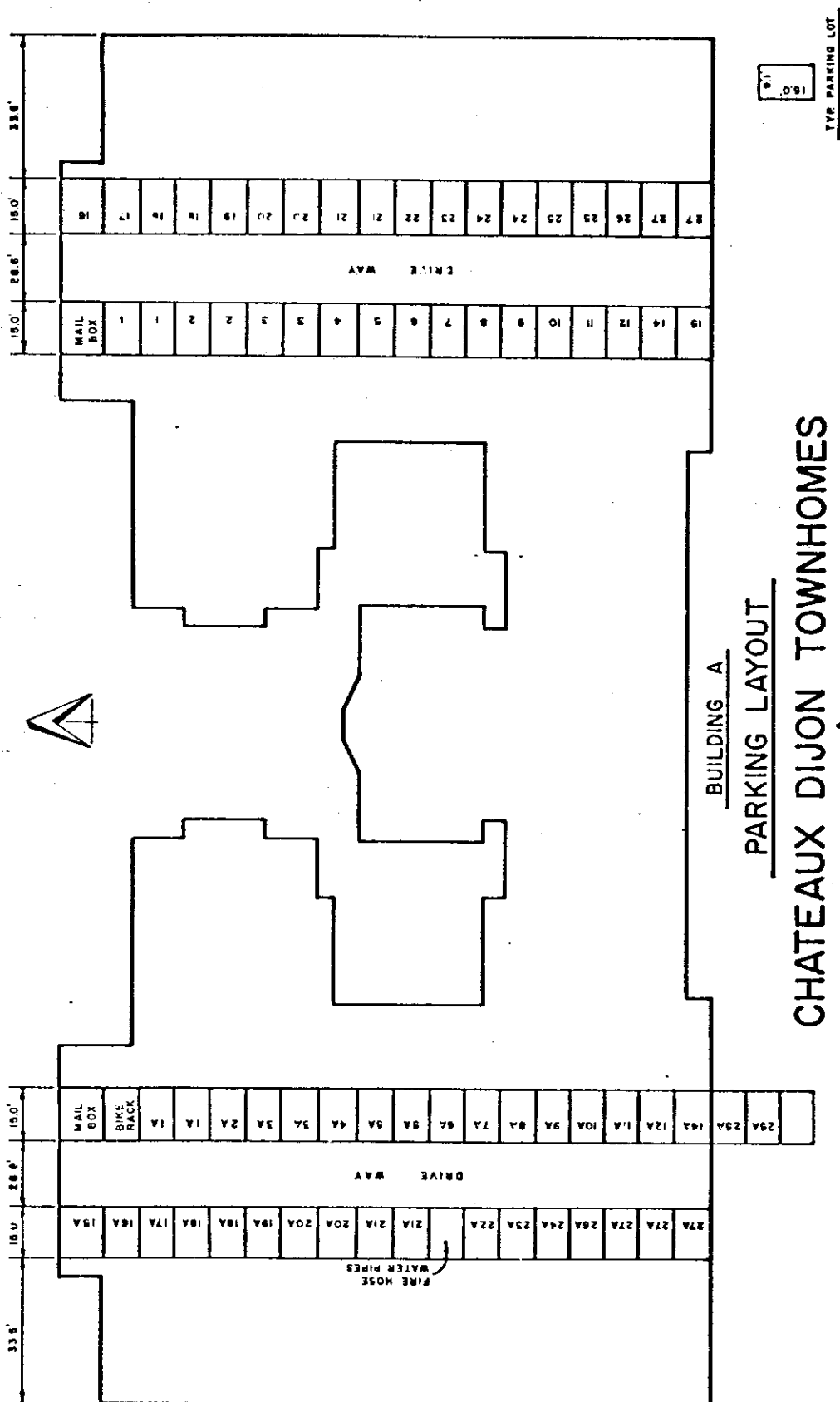
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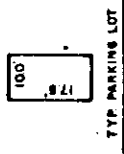
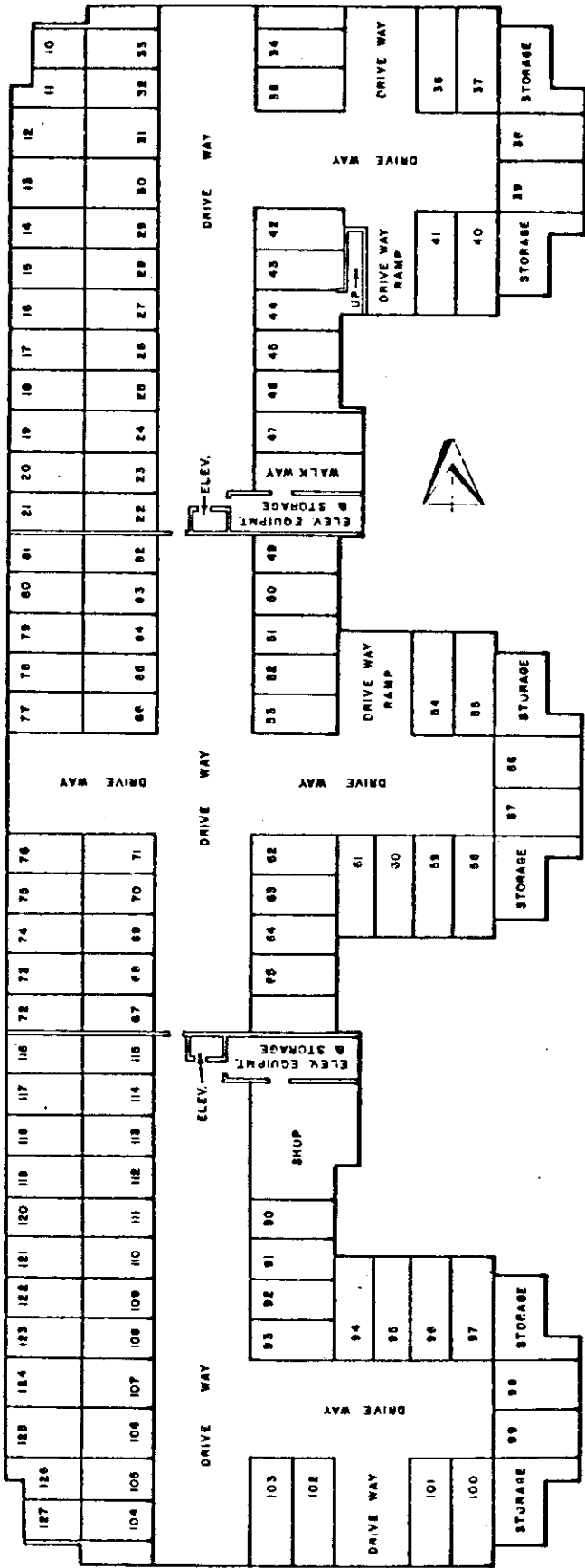
CONDOMINIUM PROJECT  
SAN ANTONIO, TEXAS  
BEXAR COUNTY

CHATEAUX DIJON TOWNHOMES  
A

## PARKING LAYOUT

BUILDING A





# PARKING LAYOUT

BUILDING B

## CHATEAUX DIJON TOWNHOMES

A  
CONDOMINIUM PROJECT  
SAN ANTONIO, TEXAS  
BEXAR COUNTY

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**TYP PARKING LOT**

**CONDOMINIUM PROJECT  
SAN ANTONIO, TEXAS  
BEXAR COUNTY**

CHATEAUX DIJON TOWNHOMES

4

BUILDING C  
PARKING LAYOUT

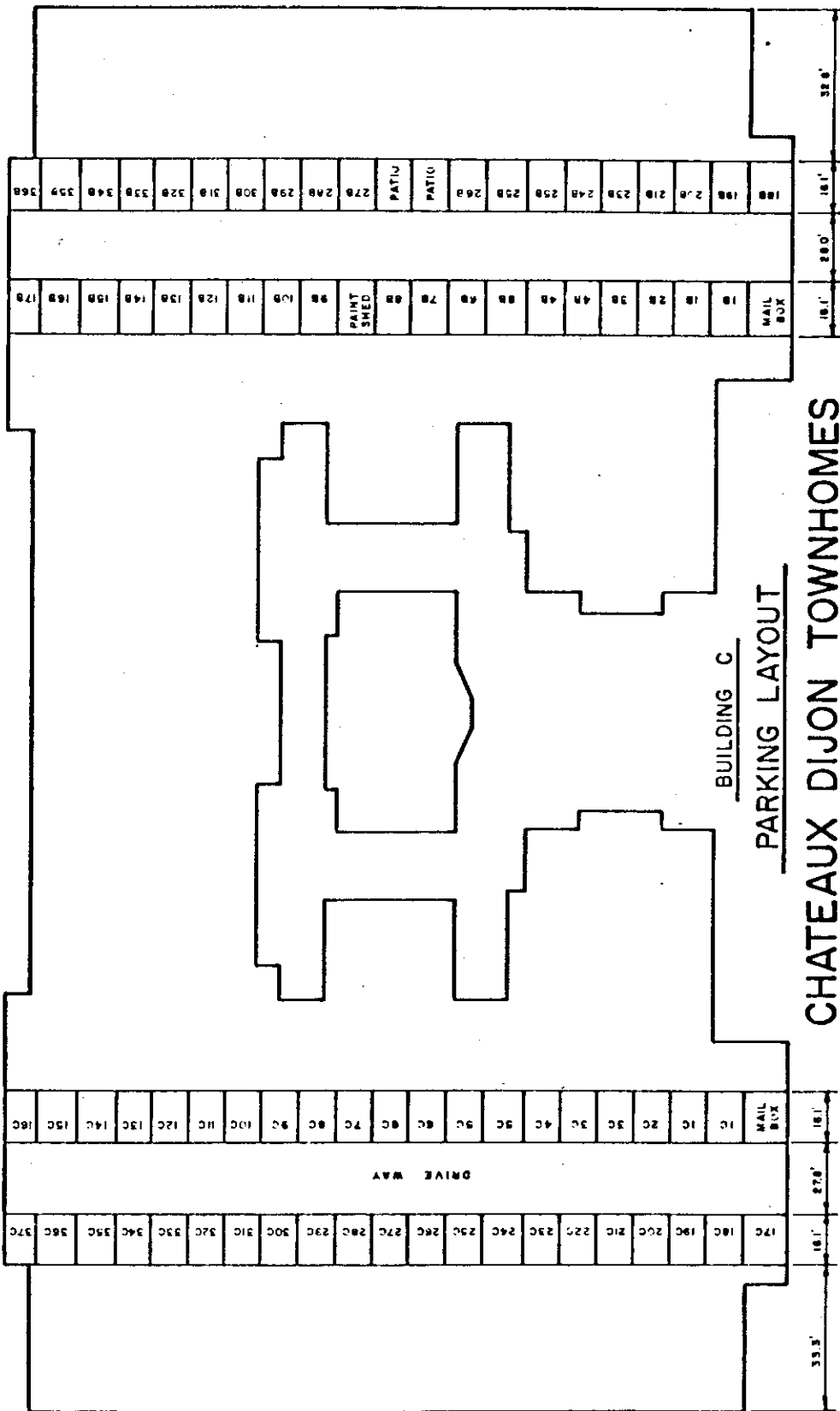


EXHIBIT "C"

CHATEAU DIJON

BLDG.	UNIT NO.	UNIT SQUARE FT.	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
A	1	1300	.60%
	1A	1300	.60%
	2	1132	.52%
	2A	1132	.52%
	3	1368	.63%
	3A	1368	.63%
	4	1133	.52%
	4A	1133	.52%
	5	1736	.80%
	5A	1768	.82%
	6	1170	.54%
	6A	1170	.54%
	7	1223	.56%
	7A	1223	.56%
	8	1182	.55%
	8A	1182	.55%
	9	1170	.54%

## EXHIBIT "C"

Page #2

CHATEAU DIJON

BLDG.	UNIT NO.	UNIT SQUARE FT.	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
A	9A	1170	.54%
	10	1223	.56%
	10A	1223	.56%
	11	1182	.54%
	11A	1182	.54%
	12	866	.40%
	12A	866	.40%
	14	648	.29%
	14A	633	.29%
	15	621	.29%
	15A	574	.26%
	16	912	.42%
	16A	912	.42%
	17	1235	.56%
	17A	1235	.56%
	18	1657	.76%
	18A	1657	.76%
	19	627	.29%
	19A	627	.29%

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EXHIBIT "C"

CHATEAU DIJON

PERCENTAGE  
OWNERSHIP OF  
COMMON ELEMENTS

UNIT  
SQUARE FT.

BLDG

UNIT NO.

A

20	1771	.81%
20A	1771	.81%
21	1519	.70%
21A	1519	.70%
22	610	.28%
22A	610	.28%
23	610	.28%
23A	610	.28%
24	1519	.70%
24A	1519	.70%
25	1771	.81%
25A	1771	.81%
26	627	.29%
26A	627	.29%
27	1689	.78%
27A	1689	.78%

EXHIBIT "C"  
CHATEAU DIJON

BLDG.	UNIT NO.	UNIT SQUARE FT.	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
B	101	1348	.63%
	102	1446	.67%
	103	798	.37%
	104	735	.34%
	105	645	.29%
	106	1874	.86%
	107	480	.22%
	108	868	.40%
	109	650	.29%
	110	1202	.55%
	111	827	.38%
	112	1055	.48%
	113	1350	.62%
	114	1350	.62%
	115	846	.39%
	116	1048	.48%
	117	650	.29%
	118	1038	.48%



EXHIBIT "C"  
CHATEAU DIJON

BLDG.	UNIT NO.	UNIT SQUARE FT.	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
B	119	480	.22%
	120	1198	.55%
	121	645	.29%
	122	1198	.55%
	123	816	.38%
	124	1539	.71%
	125	1316	.61%
	126	711	.33%
	127	1468	.68%
	201	1316	.61%
	202	1468	.68%
	203	862	.40%
	204	711	.33%
	205	645	.29%
	206	1539	.71%
	207	948	.44%
	208	1202	.55%
	209	650	.29%

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EXHIBIT "C"  
CHATEAU DIJON

BLDG.	UNIT NO.	UNIT SQUARE FT.	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
B	210	1202	.55%
	211	925	.42%
	212	1055	.48%
	213	1350	.62%
	214	1350	.62%
	215	846	.39%
	216	1048	.48%
	217	650	.29%
	218	1038	.48%
	219	948	.44%
	220	1198	.55%
	221	645	.29%
	222	1198	.55%
	223	862	.40%
	224	1539	.71%
	225	1316	.60%
	226	711	.33%
	227	1468	.68%

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EXHIBIT "C"  
CHATEAU DIJON

PERCENTAGE  
OWNERSHIP OF  
COMMON ELEMENTS

UNIT  
SQUARE FT.

UNIT NO.

BLDG.

B	*301	3470	1.60%
	*302		
	303	862	.40%
	*304		
	305	645	.29%
	306	1539	.71%
	307	948	.44%
	308	1202	.55%
	309	650	.30%
	310	1202	.55%
	311	925	.42%
	312	1055	.49%
	313	1350	.62%
	314	1350	.62%
	315	846	.39%
	316	1048	.48%
	317	650	.29%

combined units  
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EXHIBIT "C"  
CHATEAU DIJON

BLDG.	UNIT NO.	UNIT SQUARE FT.	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
B	318	1038	.48%
	319	948	.44%
	320	1198	.55%
	321	645	.30%
	322	1198	.55%
	323	862	.40%
	324	1539	.71%
	325	1316	.60%
	326	711	.33%
	327	1468	.68%

EXHIBIT "C"  
CHATEAU DIJON

PERCENTAGE  
OWNERSHIP OF  
COMMON ELEMENTS

UNIT  
SQUARE FT.

UNIT NO.

BLDG.

C

1B	1300	.60%
1C	1300	.60%
2B	1132	.52%
2C	1132	.52%
3B	1127	.52%
3C	1362	.63%
4B	1362	.63%
4C	1127	.52%
5B	1934	.89%
5C	1911	.89%
6B	1623	.75%
6C	1623	.75%
7B	1161	.53%
7C	1161	.53%
8B	952	.43%
8C	952	.43%
9B	957	.43%

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EXHIBIT "C"  
CHATEAU DIJON

BLDG.	UNIT NO.	UNIT SQUARE FT.	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
C	9C	957	.43%
	10B	1172	.53%
	10C	1172	.53%
	11B	1161	.53%
	11C	1161	.53%
	12B	952	.43%
	12C	952	.43%
	13B	957	.43%
	13C	1172	.53%
	14B	1172	.53%
	14C	957	.43%
	15B	862	.40%
	15C	862	.40%
	16B	937	.41%
	16C	937	.41%
	17B	916	.41%
	17C	916	.41%

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EXHIBIT "C"  
CHATEAU DIJON

BLDG.	UNIT NO.	UNIT SQUARE FT.	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
C	18B	908	.41%
	18C	908	.41%
	19B	1227	.56%
	19C	1227	.56%
	20B	548	.25%
	20C	548	.25%
	21B	548	.25%
	21C	548	.25%
	22B	543	.25%
	22C	543	.25%
	23B	552	.25%
	23C	552	.25%
	24B	639	.29%
	24C	655	.29%
	25B	1826	.84%
	25C	1131	.52%
	26B	751	.34%

EXHIBIT "C"  
CHATEAU DIJON

BLDG.	UNIT NO.	UNIT SQUARE FT.	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
C	26C	974	.45%
	27B	1590	.73%
	27C	1123	.52%
	28B	642	.29%
	28C	642	.29%
	29B	1123	.52%
	29C	642	.29%
	30B	974	.45%
	30C	1123	.52%
	31B	1131	.52%
	31C	974	.45%
	32B	655	.29%
	32C	1131	.52%
	33B	625	.29%
	33C	655	.29%
	34B	625	.29%

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EXHIBIT "C"  
CHATEAU DIJON

BLDG.	UNIT NO.	UNIT SQUARE FT.	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
C	34C	625	.29%
	35B	775	.36%
	35C	625	.29%
	36B	776	.36%
	36C	775	.36%
	37C	776	.36%

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NO. 1

5 PAGE 258



STATE OF TEXAS }  
COUNTY OF BEXAR }  
I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stated  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Bexar County, Texas on

JUN 21 1978



*Robert D. Green*  
COUNTY CLERK BEXAR COUNTY, TEXAS

STATE OF TEXAS }  
COUNTY OF BEXAR }  
I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me and was duly  
RECORDED in the Volume and Page of the **CONF.**  
RECORDS of Bexar County, Texas, as stamped hereon by me.

AUG 22 1979



*Robert D. Green*  
COUNTY CLERK  
BEXAR COUNTY, TEXAS

FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.  
1978 JUN 20 PM 1 09

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