CHICAGO TITLE GF# 4300171700068 MB

DECLARATION
OF
OPTIMO BENTLEY CENTER
CONDOMINIUM

Users of this document should periodically review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by this document.

This Declaration of Optimo Bentley Center, a condominium, is made by Optimo Bentley LLC, a Texas limited liability company ("Declarant"), on the date signed below. Declarant owns the real property described in Appendix A of this Declaration, together with the improvements thereon. By recording this Declaration, Declarant submits the property described in Appendix A to the provisions of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating OPTIMO BENTLEY CENTER, A CONDOMINIUM.

Declarant is developing the real property with a office condominium to be known as OPTIMO BENTLEY CENTER. Declarant further desires to provide for the preservation and maintenance of portions of Optimo Bentley Center, and to protect the value, desirability, and attractiveness of Optimo Bentley Center. As required by State law, Declarant is creating a condominium association to perform the functions and activities more fully described in this Declaration.

Declarant Declares that the property described in Appendix A will be held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, and easements of this Declaration, including Declarant's representations and reservations in the attached Appendix B. which run with the real property and bind all parties having or acquiring any right, title, or interest in the property, their heirs, successors, and assigns, and inure to the benefit of each owner of the property.

ARTICLE 1
DEFINITIONS

DEFINITIONS, Unless defined otherwise in this Declaration, words and phrases defined in Section 82.003 of the Act have the same meaning when used in this Declaration. The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1. "Act" means Chapter 82 of the Texas Property Code, the Texas Uniform Condominium Act, as it may be amended from time to time.

1.2. "Applicable Law" means the statutes and public laws and ordinances in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes referenced in the Documents by code number are "Applicable Law" on the date of the Document, and are not intended to apply if they cease to be applicable, or if they are replaced or superceded by one or more other statutes.

1.3. "Area of Common Regulation" means those portions of Units that are designated, from time to time, by the Association the use, condition, and appearance of which are to be regulated by the Association, as if the portions were common elements. During the Development Period, Appendix B has priority over the main body of this Declaration.

1.4. "Assessment" means any charge levied against a unit or owner by the Association, pursuant to the Documents, the Act, or other public law, including but not limited to Regular Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments, as defined in Article 5 of this Declaration.

1.5. "Association" means the association of owners of all units in the Property, initially organized as Optimo Bentley Center Owners Association, a Texas nonprofit corporation, doing business as Optimo Bentley Center Owners Association Owners Association, and serving as the "association" defined by the Act, and as the "property owners association" defined in Section 202.001(2) of the Texas Property Code. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration, the bylaws, and the Act.

1.6. "Board" means the board of directors of the Association.

1.7. "Building" means the office building on a Unit and all appurtenant improvements.

1.8. "Bylaws" means the bylaws of the Association, as they may be amended from time to time.

1.9. "Common Element" means all of the Property, save and except the units. All Common Elements are "General Common Elements" except, if any, "Limited Common Elements" allocated by this Declaration for the exclusive use of one or more but less than all of the units.

1.10. "Declarant" means Optimo Bentley LLC, a Texas limited liability company, which is developing the Property, or the successors and assigns of Optimo Bentley LLC, which acquire any portion of the Property for the purpose of development and which are designated a Successor Declarant by Optimo Bentley LLC, or by any such successor and assign, in a recorded document.

1.11. "Declarant Control Period" means that period of time during which Declarant controls the operation and management of the Association, pursuant to Appendix B of this Declaration. The duration of the Declarant Control Period is from the date this Declaration is recorded for a maximum period not to exceed the earlier of (1) 3 years from date this Declaration is recorded, or (2) 120 days after title to 75 percent of the units in the Property has been conveyed to owners other than Declarant.

1.12. "Declaration" means this document, as it may be amended from time to time.

1.13. "Development Period" means the 3-year period beginning the date this Declaration is recorded, during which Declarant has certain rights pursuant to Appendix B hereto, including rights related to development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own any portion of the property described in Appendix A. Declarant may terminate the Development Period at any time by recording a notice of termination.

1.14. "Documents" means, singly or collectively as the case may be, this Declaration, the Plat and Plans recorded pursuant to the Act, the Bylaws, the Association's formation documents, and the Rules of the Association, as any of these may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is a part of that Document.

1.15. "Majority" means more than half.

1.16. "Member" means a member of the Association, each member being an owner of a unit, unless the context indicates that member means a member of the board or a member of a committee of the Association.

1.17. "Mortgagee" means a holder, insurer, or guarantor of a purchase money mortgage secured by a recorded senior or first deed of trust lien against a unit.

1.18. "Occupant" means an occupant of a unit, regardless of whether the person owns or leases the unit.

1.19. "Owner" means a holder of recorded fee simple title to a unit. Declarant is the initial owner of all units. Sellers under contracts for deed are owners. Mortgagees who acquire title to a unit through a deed in lieu of foreclosure or through judicial or nonjudicial foreclosure are owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not owners. Every owner is a member of the Association.

1.20. "Property" means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to the land. The name of the Property is Optimo Bentley Center Owners Association Condominium. The Property is located entirely in the City of San Antonio, Bexar County, Texas. The Property is located on land described in Appendix A to this Declaration, and includes every unit and common element thereon.

1.21. "Rules" means rules and regulations of the Association adopted in accordance with the Documents or the Act. The initial Rules may be adopted by Declarant for the benefit of the Association.

1.22. "Unit" means a physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Appendix D, as further described in the Unit Boundaries Section of this Declaration. Where the context indicates or requires, "Unit" includes the Building and all improvements thereon.

ARTICLE 2
PROPERTY SUBJECT TO DOCUMENTS

2.1. SUBJECT TO DOCUMENTS. The real property described in Appendix A is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including Declarant's representations and reservations in the attached Appendix B, which run with the Property, bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each owner of the Property.

2.2. ADDITIONAL PROPERTY. Additional real property may be annexed to the Property and subjected to the Declaration and the jurisdiction of the Association on approval of owners representing at least two-thirds of the units in the Property, or, during the Development Period, by Declarant as permitted in Appendix B. Annexation of additional property is accomplished by recording a declaration of annexation, including an amendment of Appendix A, in the county's Real Property Records. If units are added to the Property, amendment of Appendix C is also required.

2.3. MERGER. Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by owners representing at least two-thirds of the total allocated votes. On merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration within the Property.

NOTICE

This Declaration and the other Documents are subject to change from time to time. By owning or occupying a unit, you agree to remain in compliance with the published restrictions and rules as they change.

2.4. RECORDED EASEMENTS AND LICENSES. In addition to the easements and restrictions contained in this Declaration, the Property is subject to all easements, licenses, leases, and encumbrances of record, including those described in the attached Appendix E, and any shown or referenced on a recorded plat, each of which is incorporated herein by reference. Each owner, by accepting an interest in or title to a unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by prior-recorded easements, licenses, leases, and encumbrances. Each owner further agrees to maintain any easement that crosses his unit and for which the Association does not have express responsibility.

ARTICLE 3
PROPERTY EASEMENTS AND RIGHTS

3.1. GENERAL. In addition to other easements and rights established by the Documents, the Property is subject to the easements and rights contained in this Article.

3.2. OWNER'S EASEMENT OF ENJOYMENT. Every owner is granted a right and easement of enjoyment over the general common elements and to use of improvements therein, subject to other rights and easements contained in the Documents.

3.3. OWNER'S MAINTENANCE EASEMENT. Every owner is granted an easement over adjoining units and common elements for the maintenance or reconstruction of his unit, subject to the consent of the owner of the adjoining unit, or the Association in the case of common elements, and provided the owner's use of this easement does not damage or materially interfere with the use of the adjoining unit or common element. Requests for entry to an adjoining unit or common element will be made in advance for a time reasonably convenient for the adjoining owner, who may not unreasonably withhold consent. If an owner damages an adjoining unit or common element in exercising this easement, the owner is obligated to restore the damaged property to its original condition, at his expense, within a reasonable period of time.

3.4. OWNER'S INGRESS/EGRESS EASEMENT. Every owner is granted a perpetual easement over the Property, as may be reasonably required, for vehicular ingress to and egress from his unit or the appurtenant limited common elements.

3.5. OWNER'S ENCROACHMENT EASEMENT. Every owner is granted an easement for the existence and continuance of any encroachment by his unit on any adjoining unit or common element now existing or which may come into existence hereafter, as a result of construction, repair, shifting, settlement, or movement of any portion of a building, or as a result of condemnation or eminent domain proceedings, so that the encroachment may remain undisturbed so long as the improvement stands.

3.6. ASSOCIATION'S ACCESS EASEMENT. The Association is granted an easement of access and entry into every unit and common element to perform maintenance, to enforce architectural and use restrictions, to respond to emergencies, and to perform any other duties required by the Documents.

3.7. UTILITY EASEMENT. The Association may grant permits, licenses, and easements over the common elements for utilities, roads, and other purposes necessary for the proper operation of the Property. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the board. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

3.8. EASEMENT TO INSPECT & RIGHT TO CORRECT. For a period of 10 years from the date of recording this Declaration, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder, and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a screening wall may be warranted by a change of circumstance, imprecise siting of the original wall, or desire to comply more fully with public codes and ordinances. This Section may not be construed to create a duty for Declarant or the Association, and may not be amended without Declarant's written and acknowledged consent.

3.9. SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each owner and lessee acknowledges and agrees, for himself, his employees, customers, and guests, that Declarant, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each owner and lessee acknowledges and accepts his sole responsibility to provide security for his own person and property, and assumes all risks for loss or damage to same. Each owner and lessee further acknowledges that Declarant, the Association, and their respective directors, officers, committees, agents, and employees have made no representations or warranties, nor has the owner or occupant relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglary, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. Each owner and lessee acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

ARTICLE 4
UNITS. ALLOCATIONS & LIMITED COMMON ELEMENTS

4.1. NATURE OF UNIT. Each unit is described initially as a two-dimensional area on the ground that can be described by metes and bounds, and as drawn on the Drawings and Plans attached as Appendix D. Each unit consists of a portion of a building. It does not consist of fee-ownership of land and is not a metes and bounds conveyance of land. Instead, the unit is the surface of a designated piece of land, and everything above the surface for 100 feet, and anything below the surface that serves or supports the above-surface improvements.

4.2. UNIT BOUNDARIES. The boundaries and identifying number of each unit are shown on the Drawings and Plans attached as Appendix D. The boundaries of each unit are further described as follows. The lower boundary of the unit is the horizontal plane represented by the finished grade of the unit after construction of the building within the unit dimensions shown on Appendix D. The upper boundary of the unit is a horizontal plane parallel to and 100 feet above the lower boundary. The lateral boundaries of the unit are perpendicular to the lower and upper horizontal planes, extending upward 100 feet above the surface of the land. Any interior demising wall separating two units in the same building is owned equally by each Unit owner as a party wall.

NOTICE
You own the entire Unit - including the Building — inside and out, and everything in between — even the roof and foundation.

4.3. WHAT THE UNIT INCLUDES. Each unit includes the spaces and improvements within the above-described vertical and horizontal boundaries, including the building, and further including without limitation:

a. All utility lines, pipes, drains, conduits, meters, and utility-related equipment that serve the building or unit exclusively, from the point of connection to a common or shared line, wherever located - including in the ground, below the foundation, and aerial connections.

b. All improvements, fixtures, and equipment serving the building or unit exclusively, whether located within, outside, or below the unit, whether or not attached to or contiguous with the building, including but not limited to any below-grade foundation, piers, supporting slab foundation, retaining walls, or other structural supports, and any other below-grade item that serves or supports the building or unit exclusively.

c. All aspects of the building, including without limitation the foundation, porch slabs, stoops, roof, exterior walls, windows, doors, and porches — everything inside the building and everything affixed to the outside of the building.

d. Any landscape irrigation connected to the unit's utility system, and subterranean components of plant material, including roots of trees on the unit.

4.4. ALLOCATION OF INTERESTS.

4.4.1 Subdivide or Combine Units. Initially the Property consists of a three buildings. It is contemplated that upon completion the Property will consist of up to twelve units located in three separate buildings. At no time may the Property consist of less than3 units. Also, 2 or more units in one building may be physically combined but will remain 2 units for voting and expense allocation purposes. The existing building and units are shown on Exhibits D-1 to D-8. The initial allocation of common elements is shown on Exhibit C. Additional units when constructed may result in a change in the undivided interest percentages for each unit. This will be accomplished by recording a declaration of annexation, including an amendment of Appendix A, in the county's Real Property Records. If units are added to the Property, amendment of Appendix C is also required.

4.4.2. Common Expense Liabilities. The percentage of liability for common expenses allocated to each unit is the same as the unit's common element interests.

4.5. Subdivide or Combine Units. Initially the Property consists of a single building containing 4 units. The existing building and units are shown on Exhibits D-1 to D-4. The Drawings of the individual units are shown as Exhibits D-5, D-6, and D-7.

4.5.1. Division of Maintenance Responsibilities. If a building contains 2 or more units, the owners of the units in the building are jointly and severally liable for the maintenance, repair, and replacement, as needed, of the building. The owners of units in the building may allocate the costs and responsibilities among themselves in any manner that is mutually acceptable. In the absence of an agreement between or among the co-owners in a building, the cost of repairs to the building's foundation, roof/ exterior walls, and utility lines will be divided by the number of units in the building, and the owner of each of those units will pay an equal share. If an owner fails or refuses to pay his share of costs of repair of the building, the owner advancing monies has a right to file a claim of lien for the monies advanced in the Real Property Records of Bexar County, Texas, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an owner to contribution from another owner under this Section is appurtenant to the unit and passes to the owner's successors in title.

4.5.2. Division of Utilities. If a building is served by a utility with a single meter or submeter for the building, the owners of the units created by subdivision are responsible for the building's utility expenses in the same manner as the maintenance expenses described in the prior section. The Association is not liable for the cost of remetering or submetering units created by combining or separating units.

4.5.3. Unit Numbering. If units are subdivided or combined, the unit numbering pattern for the Property must be maintained. All changes in unit numbers must be approved by the City of San Antonio and by the postal authorities.

4.6. Parking Spaces. Subject to Declarant's right to create limited common elements during the Development Period, all of the parking spaces are general common elements of the condominium and subject to the control by the board, even though a space may be located in close proximity to a particular unit. The board may assign and reassign, from time to time, the use of general common element spaces, or may reserve such spaces for use by employees and owners of units, for use by visitors, and/or for any other use deemed by the board to be in the best interests of the Property and the collective interests of the owners. Initially, one space is designated for the exclusive use of the unit occupants and their employees.

4.7. Designation of Limited Common Elements. Initially, the Property has no limited common elements other than the covered areas or breeze ways of each building. A common element not allocated by this Declaration as a limited common element may be so allocated only pursuant to the provisions of this Article. Declarant reserves the right, under Appendix B of this Declaration, to allocate parking spaces as limited common elements. If a parking space is so allocated, it may be assigned to a particular unit by a recorded supplement to this Declaration describing the parking spaces assigned. On termination of the Development Rights period, the right to assign parking spaces passes from Declarant to the board and Declarant may not thereafter exercise the right. Parking spaces that have not been allocated by Declarant at the termination of the Development Rights period may be allocated as limited common elements by the Association, requiring the Association to recorded supplement to the Declaration; or may be assigned by the board, from time to time, to different units; or may be limited by Rule to use by categories of persons, such as employees or visitors. Certain parking spaces will be designated as handicap-only spaces as required by applicable law.

4.8. Allocation of Limited Common Elements. A limited common element may be allocated by amendment Such amendment of allocation requires the approval of the board and of all owners units whose interests are to be allocated or reallocated, all of whom must execute the amendment of reallocation. The Association will handle recording of the amendment provided it complies with the provisions of this Declaration and the Act. The amendment must contain words of conveyance and must be recorded and indexed in the names of the parties and the Property. The amendment will specify to which unit or units the limited common element parking space is allocated. The owners executing the amendment are responsible for the preparation of the amendment and will reimburse the Association for its reasonable attorneys' fees in connection with review and recording of the amendment.

ARTICLE 5
COVENANT FOR ASSESSMENTS

5.1. PURPOSE OF ASSESSMENTS. The Association will use assessments for the general purposes of preserving and enhancing the Property, and for the common benefit of owners and occupants, including but not limited to maintenance of real and personal property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the board's decision with respect to the use of assessments is final.

5.2. PERSONAL OBLIGATION. An owner is obligated to pay assessments levied by the board against the owner or his unit. Payments are made to the Association at its principal office or at any other place the board directs. Payments must be made in full regardless of whether an owner has a dispute with the Association, another owner, or any other person or entity regarding any matter to which this Declaration pertains. No owner may exempt himself from his assessment liability by waiver of the use or enjoyment of the common elements or by abandonment of his unit. An owner's obligation is not subject to offset by the owner, nor is it contingent on the Association's performance of the Association's duties. Payment of assessments is both a continuing affirmative covenant personal to the owner and a continuing covenant running with the unit. Such obligation survives any foreclosure or other conveyance of a unit.

IF YOU OWN A OPTIMO BENTLEY CENTER UNIT, YOU MUST PAY ASSESSMENTS TO THE ASSOCIATION.

5.3. TYPES OF ASSESSMENTS. There are 4 types of Assessments: Regular, Special, Individual, and Deficiency.

5.4. REGULAR ASSESSMENTS.

5.4.1. PURPOSE OF REGULAR ASSESSMENTS. Regular assessments are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

a. Maintenance, repair, and replacement, as necessary, of the common elements, and improvements, equipment, signage, and property owned by the Association.

b. Any maintenance of exterior components of the units that is allocated to the Association by this Declaration or by a vote of the members of the Association.

c. Utilities billed to the Association.

d. Services billed to the Association and serving all units.

e. Taxes on property owned by the Association and the Association's income taxes. During the Development Period, Appendix B has priority over the main body of this Declaration.

f. Management, legal, accounting, auditing, and professional fees for services to the Association.

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

h. Insurance premiums and deductibles.

I. Contributions to the reserve funds.

j. Any other expense which the Association is required by law or the Documents to pay, or which in the opinion of the board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Documents.

5.4.2. ANNUAL BUDGET. The board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and common expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The board will make the budget or its summary available to an owner of each unit, although failure to receive a budget or summary does not affect an owner's liability for assessments. The board will provide copies of the detailed budget to owners who make written request and pay a reasonable copy charge.

5.4.3. BASIS OF REGULAR ASSESSMENTS. Regular assessments will be based on the annual budget, minus estimated income from sources other than regular assessments.

Each unit will be liable for its allocated share of the annual budget. If the board does not approve an annual budget or fails to determine new regular assessments for any year, or delays in doing so, owners will continue to pay the regular assessment as last determined.

5.4.4. SUPPLEMENTAL INCREASES. If during the course of a year the board determines that regular assessments are insufficient to cover the estimated common expenses for the remainder of the year, the board may increase regular assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency.

5.5. SPECIAL ASSESSMENTS. In addition to regular assessments, and subject to the owners' control for assessment increases, the board may levy one or more special assessments against all units for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special assessments do not require the approval of the owners, except that special assessments for the following purposes must be approved by at least a majority of the votes in the Association: (1) acquisition of real property, (2) construction of additional improvements to the Property -- not repair or replacement of existing improvements, and (3) any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

5.6. INDIVIDUAL ASSESSMENTS. In addition to regular and special assessments, the board may levy an individual assessment against a unit and its owner. Individual assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent assessments; reimbursement for costs incurred in bringing an owner or his unit into compliance with the Documents; fines for violations of the Documents; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; submetered utilities serving the unit; reimbursement for damage or waste caused by willful or negligent acts; common expenses that benefit fewer than all of the units, which may be assessed according to benefit received; fees or charges levied against the Association on a per-unit basis; and "pass through" expenses for services to units provided through the Association and which are equitably paid by each unit according to benefit received.

5.7. DEFICIENCY ASSESSMENTS. The board may levy a Deficiency Assessment against all units for the purpose of defraying, in whole or in part, the cost of repair or restoration if insurance proceeds or condemnation awards prove insufficient.

5.8. DUE DATE. Regular assessments are due on the first calendar day of each month, and are delinquent if not received by the Association on or before the first day of the month. Special and individual assessments are due on the date stated in the notice of assessment or, if no date is stated, within 10 days after notice of the special or individual assessment is given.

5.9. RESERVE FUNDS. The Association will establish, maintain, and accumulate reserves for operations and for replacement and repair. The Association will budget for reserves and may fund reserves out of regular assessments.

5.9.1. OPERATIONS RESERVES. The Association may maintain operations reserves at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, including deductibles on insurance policies maintained by the Association.

5.9.2. REPLACEMENT & REPAIR RESERVES. The Association will maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the common elements.

5.10. ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of owners representing at least a majority of the votes in the Association and the ability of the Association to repay the borrowed funds from assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, pledge, or deed in trust any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the owners hereunder.

5.11. TRANSFER-RELATED FEES. A number of independent fees may be charged in relation to the transfer of title to a unit, including but not limited to fees for resale certificates, estoppel certificates, copies of the Documents, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind, and number for the local marketplace. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments. Transfer-related fees do not apply to the following transfers unless a party to the transfer requests the corresponding documentation: (1) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (2) transfer to, from, or by the Association; (3) voluntary transfer by an owner to one or more co-owners, or to the owner's spouse, child, or parent. Transfer-related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees. Transfer-related fees charged by or paid to a managing agent must have the prior written approval of the Association, are not subject to the Association's assessment lien, and are not payable by the Association. This Section does not obligate the board or the managing agent to levy transfer-related fees.

5.12. LIMITATIONS OF INTEREST. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with the Association's collection of assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid special and regular assessments, or reimbursed to the owner if those assessments are paid in full.

ARTICLE 6
ASSESSMENT LIEN

6.1. ASSESSMENT LIEN. Each owner, by accepting an interest in or title to a unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay assessments to the Association. Each assessment is a charge on the unit and is secured by a continuing lien on the unit. Each owner, and each prospective owner, is placed on notice that his title may be subject to the continuing lien for assessments attributable to a period prior to the date he purchased his unit.

6.2. SUPERIORITY OF ASSESSMENT LIEN. The assessment lien is superior to all other liens and encumbrances on a unit, except only for (l) real property taxes and assessments levied by governmental and taxing authorities, (2) a deed of trust or vendor's lien recorded before this Declaration, (3) a recorded deed of trust lien securing a loan for construction of the original unit, and (4) a first or senior purchase money vendor's lien or deed of trust lien recorded before the date on which the delinquent assessment became due. The assessment lien is superior to a lien for construction of improvements to the unit, regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the unit, unless the assignment is part of a superior deed of trust lien. The Assessment lien is subordinate and inferior to a recorded deed of trust lien that secures a first or senior purchase money mortgage, an FHA-insured mortgage, or a VA-guaranteed mortgage.

6.3. EFFECT OF MORTGAGEE'S FORECLOSURE. Foreclosure of a superior lien extinguishes the Association's claim against the unit for unpaid assessments that became due before the sale, but does not extinguish the Association's claim against the former owner. The purchaser at the foreclosure sale of a superior lien is liable for assessments coming due from and after the date of the sale, and for the owner's pro rata share of the pre-foreclosure deficiency as a common expense.

6.4. NOTICE AND RELEASE OF NOTICE. The Association's lien for assessments is created by recordation of this Declaration, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association, at its option, may cause a notice of the lien to be recorded in the county's Real Property Records. If the debt is cured after a notice has been recorded, the Association will record a release of the notice at the expense of the curing owner. The Association may require reimbursement of its costs of preparing and recording the notice before granting the release.

6.5. POWER OF SALE. By accepting an interest in or title to a unit, each owner grants to the Association a private power of nonjudicial sale in connection with the Association's assessment lien. The board may appoint, from time to time, any person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a board meeting.

6.6. FORECLOSURE OF LIEN. The assessment lien may be enforced by judicial or nonjudicial foreclosure. A nonjudicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by law. In any foreclosure, the owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the unit at foreclosure sale and to acquire, hold, lease, mortgage, and convey same. The Association may designate a Trustee by recordation of a designation of trustee in the Official Property Records of Bexar County, Texas.

ARTICLE 7
EFFECT OF NONPAYMENT OF ASSESSMENTS

An assessment is delinquent if the Association does not receive payment in full by the assessment's due date. The Association, acting through the board, is responsible for taking action to collect delinquent assessments. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the board in its sole discretion deems appropriate, to the Association's manager, an attorney, or a debt collector. Neither the board nor the Association, however, is liable to an owner or other person for its failure or inability to collect or attempt to collect an assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association has.

7.1. INTEREST, Delinquent assessments are subject to interest from the due date until paid, at a rate to be determined by the board from time to time, not to exceed the lesser of 18 percent per annum or the maximum permitted by law. If the board fails to establish a rate, the rate is 10 percent per annum.

7.2. LATE FEES. Delinquent assessments are subject to reasonable late fees, at a rate to be determined by the board from time to time.

7.3. COLLECTION EXPENSES. The owner of a unit against which assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent assessments, including attorneys fees and processing fees charged by the manager.

7.4. ACCELERATION. If an owner defaults in paying an assessment that is payable in installments, the Association may accelerate the remaining installments on 10 days' written notice to the defaulting owner. The entire unpaid balance of the assessment becomes due on the date stated in the notice.

7.5. SUSPENSION OF VOTE. If an owner's account has been delinquent for at least 30 days, the Association may suspend the right to vote appurtenant to the unit during the period of delinquency. Suspension does not constitute a waiver or discharge of the owner's obligation to pay assessments.

7.6. COLLECTION OF RENT. If a unit for which assessments are delinquent is occupied by a lessee who is obligated to pay rent to the owner, the Association may require that unit rents be used to pay the unit's delinquent assessments and may demand that the unit lessee deliver unit rent to the Association until the unit's delinquency is cured.

7.7. MONEY JUDGMENT. The Association may file suit seeking a money judgment against an owner delinquent in the payment of assessments, without foreclosing or waiving the Association lien for assessments.

7.8. NOTICE TO MORTGAGEE. The Association may notify and communicate with any holder of a lien against a unit regarding the owner's default in payment of assessments.

7.9. APPLICATION OF PAYMENTS. The Association may adopt and amend policies regarding the application of payments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the Association's policy for applying payments.

ARTICLE 8
MAINTENANCE AND REPAIR OBLIGATIONS

8.1. OVERVIEW. Generally, the Association maintains the common elements, and the owner maintains his unit and building. If an owner fails to maintain his unit, the Association may perform the work at the owner's expense. Interestingly, this Declaration permits owners to delegate some of their responsibilities to the Association. For example, during one 10-year span the owners may want the Association to handle the periodic repainting of exterior trim on all the buildings, which otherwise is the responsibility of each unit owner. During the next 10 years, the owners may prefer to handle repainting on an individual basis. They have that option under this Declaration's concept of "areas of common responsibility," as described below.

8.2. ASSOCIATION MAINTAINS. The Association's maintenance obligations will be discharged when and how the board deems appropriate. The Association maintains, repairs, and replaces, as a common expense, the portions of the Property listed below:

a. The common elements.

b. The Areas of Common Responsibility, if any.

c. Any real and personal property owned by the Association but which is not a common element, such as a unit owned by the Association.

d. Any property adjacent to the Property if maintenance of same is deemed to be in the best interests of the Association, and if not prohibited by the owner or operator of said property.

e. Any area, item, easement, or service - the maintenance of which is assigned to the Association by this Declaration or by a governmental authority.

8.3. AREA OF COMMON RESPONSIBILITY. The Association, acting through its members only, has the right but not the duty to designate, from time to time, portions of units or buildings as Areas of Common Responsibility to be treated, maintained, repaired, and/or replaced by the Association as a common expense. A designation applies to every unit having the designated feature. The cost of maintaining components of units or buildings as Areas of Common Responsibility is added to the annual budget and assessed against all units as a regular assessment, unless owners of at least a majority of the units decide to assess the costs as individual assessments.

8.3.1. Change in Designation. The Association may, from time to time, change or eliminate the designation of components of units or buildings as Areas of Common Responsibility. The change of designation must be in the form of an amendment of this Declaration, and must be recorded in the Real Property Records of Bexar County, Texas. Any change of designation must be reflected in the Association's annual budget and reserve funds.

8.3.2. Initial Designation. The initial designation of components of units and buildings as Areas of Common Responsibility is stated here. On the date this Declaration is recorded, the following components of all units are maintained by the Association as Areas of Common Responsibility: the grounds, if any, on a unit, being all portions of the unit outside the boundaries of the building.

8.4. OWNER RESPONSIBILITY. Every owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

a. To maintain, repair, and replace, as needed, all components of his unit, except any area designated as an Area of Common Responsibility.

b. The routine cleaning of any porch or stoop area of his unit.

c. To keep all portions of his unit that are visible from common elements in a neat, clean, odorless, orderly, and attractive condition.

d. To maintain, repair, and replace, as needed, all portions of the Property for which he is responsible under this Declaration or by agreement with the Association.

e. To install, operate, and maintain exterior lights as directed by the Association. The Association may require uniform exterior lighting for the Property, including the designation of types, colors, and wattage of bulbs, and hours of lighting.

f. To maintain electric service to the unit at all times for the operation of exterior lights.

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

h. To be responsible for his own willful or negligent acts and those of his or the occupant's employees, clients, guests, agents, or contractors when those acts necessitate maintenance, repair, or replacement of common elements, the Area of Common Responsibility, or the property of another owner.

8.5. OWNER'S DEFAULT IN MAINTENANCE. If the board determines that an owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the owner is responsible, the board may give the owner written notice of the Association's intent to provide the necessary maintenance at owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the owner fails or refuses to timely perform the maintenance, the Association may do so at owner's expense, which is an individual assessment against the owner and his unit. In case of an emergency, however, the board's responsibility to give the owner written notice may be waived and the board may take any action it deems necessary to protect persons or property, the cost of the action being the owner's expense.

ARTICLE 9
ARCHITECTURAL COVENANTS AND CONTROL

9.1. PURPOSE. Because the units are part of a single, unified community, the Association has the right to regulate every aspect of the exterior design, use, and appearance of the units and common elements in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that, in the opinion of the board, may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to then existing improvements.

9.2. ARCHITECTURAL CONTROL. The function of architectural control is performed by the Declarant during the Development Period, and thereafter by the board.

9.3. LIMITS ON LIABILITY. The board has sole discretion with respect to taste, design, and all standards specified by this Article. The members of the board have no liability for the board's decisions made in good faith, and which are not arbitrary or capricious. The board is not responsible for: (1) errors in or omissions from the plans and specifications submitted to the board, (2) supervising construction for the owner's compliance with approved plans and specifications, or (3) the compliance of the owner's plans and specifications with city codes and ordinances, State and federal laws.

BEFORE MAKING ANY IMPROVEMENT OR ALTERATION TO ANY PART OF THE PROPERTY, A BUILDER OR OWNER MUST APPLY FOR THE BOARD'S PRIOR WRITTEN APPROVAL.

9.4. PROHIBITION OF CONSTRUCTION, ALTERATION & IMPROVEMENT. Without the board's prior written approval, a person may not commence or continue any construction, alteration, addition, improvement, installation, modification, redecoration, or reconstruction of or to the exterior of the unit, or to any part of the unit's interior that may be visible from the common elements, or do anything to the Property that affects the appearance, use, or structural integrity of the Property. The board has the right but not the duty to evaluate every aspect of construction and property use that may adversely affect the general value or appearance of the Property.

9.5. ARCHITECTURAL APPROVAL. To request architectural approval, an owner must make written application and submit 2 identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. The application must clearly identify any requirement of this Declaration for which a variance is sought. The board will return one set of plans and specification to the applicant marked with the board's response, such as "Approved," "Denied," or "Submit Additional Information." The board will retain the other set of plans and specifications, together with the application, for the Association's files. Verbal approval by an Association director or officer, or the Association's manager does not constitute architectural approval, which must be in writing. Architectural approval of a modification or improvement may not be deemed to constitute a waiver of the board's right to withhold approval of similar proposals, plans, or specifications that are subsequently submitted.

9.5.1. Deemed Approval. If the board fails to respond in writing -- negatively, affirmatively, or requesting information -- within 60 days after the board's actual receipt of the owner's application, the owner may submit a second request for processing of its original application. If the board fails to respond within 45 days after the board's actual receipt of the owner's second request, the owner's application is deemed approved. The owner may then proceed with the improvement, provided he adheres to the plans and specifications which accompanied his application, and provided he initiates and completes the improvement in a timely manner. In exercising deemed approval, the burden is on the owner to document the board's actual receipt of the owner's initial application and second request.

9.5.2. Building Permit. If the application is for work that requires a building permit from the city, the owner must obtain the appropriate permit. The board's approval of plans and specifications does not mean that they comply with the city's requirements. Alternatively, approval by the city does not ensure architectural approval by the board.

9.5.3. No Approval Required. No approval is required to rebuild a unit in accordance with originally approved plans and specifications. Nor is approval required for an owner to remodel or repaint the interior of a unit, provided (1) the work does not impair the structural soundness of the building, and (2) is not deemed by the board to create an unattractive condition that would be visible from the common element.

9.5.4. Declarant Approved. Notwithstanding anything to the contrary in this Declaration, any improvement to the Property made by Declarant during the Development Period is deemed to have been approved by the Declarant.

9.6. PROHIBITED ACTS. The types of acts that may not be commenced without the board's prior written approval, which may be withheld, include, but are not limited to the following:

a. Installation of a receiving or transmitting tower, ornamental iron or burglar bars, exterior lighting, storage shed, free standing mailbox, trash can enclosure, chimney, or skylight--if any are visible from another unit, a street, or the common elements.

b. Installation of screen doors, window screens, storm doors or storm windows, window film, glass tinting, awnings, shutters, or any other kind of window or door treatment or addition if it is visible from another unit, a street, or the common elements.

c. Installation of equipment that may create a noise annoyance, such as noise-producing security devices and exterior pumps.

d. Installation of walls, screens, fences, gates, or carports.

e. Signage.

f. Enclosure of porches, patios or breeze ways.

g. Installation of impermeable decking or other improvement that may interfere with established drainage patterns.

ARTICLE 10
USE RESTRICTIONS

10.1. VARIANCE. The use of the Property is subject to the restrictions contained in this Article, and subject to Rules adopted pursuant to this Article. The board may grant a variance or waiver of a restriction or Rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing. The grant of a variance does not effect a waiver or estoppel of the Association's right to deny a variance in other circumstances.

10.2. ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association, acting through the board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property.

10.3. RULES AND REGULATIONS. In addition to the restrictions contained in this Article, each unit is owned and occupied subject to the right of the board to establish Rules, and penalties for infractions thereof, governing:

a. Use of common elements.

b. Signage.

c. Hazardous, illegal, or annoying materials or activities on the Property.

d. The use of Property-wide services provided through the Association.

e. The consumption of utilities billed to the Association.

f. The use, maintenance, and appearance of anything visible from the street, common elements, or other units.

g. The use and leasing of units.

h. Vehicles.

I. Disposition of trash and control of vermin, termites, and pests.

j. Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, preservation of property values, or the quality of life for occupants.

10.4. ANNOYANCE. No unit or limited common element may be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may be calculated to reduce the desirability of the Property as an office park; (3) may endanger the health or safety of occupants; (4) may result in the cancellation of insurance on any portion of the Property, or (5) will violate any law. The board has the sole authority to determine what constitutes an annoyance.

EVERY OWNER & LESSEE OF OPTIMO BENTLEY CENTER CONDOMINIUM IS EXPECTED TO COMPLY WITH THESE RULES AND WITH RULES ADOPTED BY THE BOARD OF DIRECTORS.

10.5. APPEARANCE. Both the exterior and interior of each unit must be maintained in a manner so as not to be unsightly, in the opinion of the board, when viewed from the street, common elements, or other units. The board may require or cause the removal from the Property of any object deemed unsightly by the board, including items that are visible from windows in the units. The board will be the arbitrator of acceptable appearance standards.

10.6. BUSINESS USES. The Property is a commercial office park for which all business uses must be approved by the board. The board may deny any business use which the board considers incompatible or nonharmonious with existing business uses, or with business uses the board desires to attract to the Property.

10.7. DRAINAGE, No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the board.

10.8. DRIVEWAYS, Sidewalks, driveways, and other passageways may not be used for any purpose that interferes with their ongoing use as routes of vehicular or pedestrian access.

10.9. LANDSCAPING. No person may perform landscaping, planting, or gardening anywhere upon the Property without the board's prior written authorization.

10.10. NOISE & ODOR. An occupant must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy occupants of other units. The Rules may prohibit the use of noise-producing security devices.

10.11. NONRESIDENTIAL USE. All of the units are restricted to nonresidential use as an office space, and no unit may be used or occupied as a dwelling or residence for any period of time. All commercial uses must conform to applicable governmental ordinances, and may not interfere with the use of other units in the Property.

10.12. SIGN RESTRICTIONS. No visible sign, advertising, or promotion of any kind, including without limitation (1) business name signs, (2) signs advertising the unit for sale or lease, (3) "open" and "closed" signs, (4) window decals, (5) flags and banners, (6) neon, laser, or flashing lights, and (7) identification of parking spaces, are permitted on the Property unless approved in writing by the Association. The Property has or will have a uniform standard for every type of sign and label on or visible from the exterior components of the Property. If a sign is authorized, the Association's authorization may specify the location, nature, materials, size, color, dimensions, number, and time period of any advertising sign. The Association may require that each permitted sign be designed or manufactured by a designated vendor, the cost of which will be paid by the requesting owner.

10.13. STRUCTURAL INTEGRITY. No person may directly or indirectly impair the structural soundness or integrity of a building or another unit, nor do any work that will impair an easement or real property right.

10.14. TELEVISION. Each occupant of the Property will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Property. Without the prior written consent of the board, no person may install an antenna, microwave or satellite dish, receiving or transmitting tower on the common elements or the Area of Common Responsibility, if any. Notwithstanding the foregoing and to the extent required by public law, the following items (hereafter"Antenna/Dish") may be installed subject to this Section: (1) reception-only tv antennas, (2) direct broadcast satellites (DBS) that are one meter or less in diameter, and (3) multipoint distribution service (MDS) antennas that are one meter or less in diameter.

10.14.2. Definitions. As used in this Section "Antenna/Dish Unit" means the unit served by a satellite dish or antenna, or the unit that is obviously intended to be served by a satellite dish or antenna, regardless of whether the service is operational. "Antenna/Dish Owner" means the owner of a unit served by a satellite dish or antenna, regardless of whether the unit owner purchases, uses, or has actual knowledge of the satellite dish or antenna.

10.14.3. Location. Without the prior written approval of the Association, an Antenna/ Dish may not be placed on the common elements. An Antenna/Dish may be placed on a building provided:

a. No more than one Antenna/Dish per unit.

b. The Antenna/Dish must be placed in the least conspicuous position that provides adequate reception.

c. The color of the Antenna/Dish must blend with the material on which it is placed.

d. The cable or conduit to the Antenna/Dish and all visible appurtenances must be of a color that blends with the material on which it is placed, must be tacked to the building, and must be hidden from view as much as possible.

10.14.4. Owner Responsibility. The installation of an Antenna/Dish on the Property automatically subjects the Antenna/Dish Unit and its owner to this Section, regardless of who installs the Antenna/Dish and regardless of whether the Antenna/Dish Owner has actual notice of the installation. The Antenna/Dish Owner is solely responsible for (1) the cost of maintaining, repairing, replacing, and removing, as necessary, the Antenna/Dish, and (2) the cost of repairing common elements if such repairs are necessitated by the Antenna/Dish or its installation, maintenance, repair, or replacement, irrespective of whether the repairs are undertaken by the Antenna/Dish Owner or the Association. If required by the Association, the Antenna/Dish Owner will remove the Antenna/Dish, as necessary, to permit the Association to maintain, repair, or replace common elements as the Association, in its sole discretion, deems necessary or desirable.

10.14.4. Association Controls. To the extent permitted by public law, the Association may adopt and amend reasonable standards for the color, appearance, location, method of installation, maintenance, camouflaging, screening, and use of Antenna/Dishes. The location and installation of an Antenna/Dish on the Property must have the prior written approval of the Association, unless the location and installation comply with the most current standards that have been adopted and published by the Association.

10.14.5. Interference. An Antenna/Dish or the use of an Antenna/Dish may not interfere with satellite or broadcast reception to other units or the common elements, or otherwise be a nuisance to owners or lessees of other units or to the Association. The board of directors may determine what constitutes a nuisance to the Association.

10.14.6. Risk. An Antenna/Dish on the Property exists at the sole risk of the owner and/or occupant of the Antenna/Dish Unit. The Association does not insure the Antenna/Dish and is not liable to the Antenna/Dish Owner or any other person for any loss or damage to the Antenna/Dish from any cause. The Antenna/Dish Owner will defend and indemnify the Association, its directors, officers, and members, individually and collectively, against losses due to any and all claims for damages or lawsuits, by anyone, arising from his Antenna/Dish.

10.15. VEHICLE RESTRICTIONS. All vehicles on the Property, whether owned or operated by the owners or lessees, or their employees, clients, or guests, are subject to this Section and any rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. The board may prohibit any vehicle which the board deems to be a nuisance, unsightly, or inappropriate. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times.

No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Property. The Association may effect the removal of any vehicle in violation of this Section or the Rules without liability to the owner or operator of the vehicle. No vehicle may be stored at the Property for more than 3 consecutive days. No vehicle may be used to display advertising of any type of display of advertising (other than logos etc. on side panels or doors).

10.16. WINDOW TREATMENTS. The Property is designed to have a single uniform glass appearance. Therefore, the color, material, style, and condition of all windows and window treatments must conform to the Property standard. All window treatments within the unit, that are visible from the street or another property, must be maintained in good condition and must not detract from the appearance of the Property. The board may require an owner to change or remove a window treatment that the board determines to be inappropriate or unattractive. If the Rules fail to establish a different color standard, the color of all window treatments - as seen from the street or the common elements - must be white.

ARTICLE 11
UNIT LEASING

11.1. LEASE CONDITIONS. The leasing of units is subject to the following conditions: (1) all leases must be in writing and must be made subject to the Documents; (2) an owner must provide the Association with a copy of the lease and any modifications or extensions thereof within 30 days after the lease, modification, or extension is executed by the parties; (3) an owner is responsible for providing his lessee with copies of the Documents and notifying him of changes thereto; and (4) each lessee is subject to and must comply with ail provisions of the Documents, federal and State laws, and local ordinances.

11.2. EVICTION OF LESSEE. Every lease agreement on a unit, whether written or oral, express or implied, is subject to and is deemed to include the following provisions:

11.2.1. Violation Constitutes Default. Failure by the lessee or his invitees to comply with the Documents, federal or State law, or local ordinance is deemed to be a default under the lease. When the Association notifies an owner of his lessee's violation, the owner will promptly obtain his lessee's compliance or exercise his rights as a landlord for lessee's breach of lease. If the lessee's violation continues or is repeated, and if the owner is unable, unwilling, or unavailable to obtain his lessee's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or State law for the default, including eviction of the lessee, subject to the terms of this Section.

11.2.2. ASSOCIATION AS ATTORNEY-IN-FACT. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Documents by the

Association, each owner appoints the Association as his attorney-in-fact, with full authority to act in his place in all respects, solely for the purpose of enforcing the Documents against his lessees, including but not limited to the authority to institute forcible detainer proceedings against his lessee on his behalf, provided the Association gives the owner at least 10 days' notice, by certified mail, of its intent to so enforce the Documents.

11.2.3. ASSOCIATION NOT LIABLE FOR DAMAGES. The owner of a leased unit is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against his lessee. The Association is not liable to the owner for any damages, including lost rents, suffered by the owner in relation to the Association's enforcement of the Documents against the owner's lessee.

11.3. MORTGAGEES & DECLARANT EXEMPT. A Mortgagee acquiring possession of or title to a unit by exercise of its rights under a deed of trust is exempt from the effect of this Article. This exemption does not pass to the Mortgagee's successors and assigns. During the Development Period, Declarant is exempt from the effect of this Article.

ARTICLE 12
ASSOCIATION OPERATIONS

12.1. BOARD. Unless the Documents expressly reserve a right, action, or decision to the owners, Declarant, or another party, the board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Documents to the "Association" may be construed to mean "the Association acting through its board of directors."

12.2. THE ASSOCIATION. The duties and powers of the Association are those set forth in the Documents, together with the general and implied powers of a condominium association and a nonprofit corporation organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its members, subject only to the limitations on the exercise of such powers as stated in the Documents. The Association comes into existence on issuance of its corporate charter. The Association will continue to exist at least as long as the Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time.

EVERY OWNER OF A OPTIMO BENTLEY CENTER UNIT AUTOMATICALLY JOINS A MANDATORY MEMBERSHIP ASSOCIATION.

12.3. GOVERNANCE. The Association will be governed by a board of directors elected by the members. Unless the Association's bylaws or articles of incorporation provide otherwise, the board will consist of 3 persons elected at the annual meeting of the Association, or at a special meeting called for that purpose. The Association will be administered in accordance with the bylaws. Unless the Documents provide otherwise, any action requiring approval of the members may be approved in writing by owners of at least a majority of all units, or at a meeting by owners of at least a majority of the units that are represented at the meeting.

12.4. MEMBERSHIP. Each owner is a member of the Association, ownership of a unit being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the unit. The board may require satisfactory evidence of transfer of ownership before a purported owner is entitled to vote at meetings of the Association. If a unit is owned by more than one person or entity, each co-owner is a member of the Association and may exercise the membership rights appurtenant to the unit. A member who sells his unit under a contract for deed may delegate his membership rights to the contract purchaser, provided a written assignment is delivered to the board. However, the contract seller remains liable for all assessments attributable to his unit until fee title to the unit is transferred.

12.5. QUORUM BY PROXY. For any meeting of the Association for which notice was properly given to an owner of each unit, the owner or owners of each unit are deemed to have appointed the person presiding at the meeting of the Association to represent the unit's owner as a proxy for the limited purpose of constituting a quorum for the meeting, unless the unit owner attends the meeting in person or by a duly appointed proxy.

12.6. DEEMED APPROVAL. On any decision of the Association requiring a vote of the members, other than an amendment of this Declaration, the approval of a member may be implied when the member fails to respond within 30 days after receiving the Association's written request for approval of the matter, provided the Association's request was delivered to the member in a manner that can be verified, such as by certified or registered mail, return receipt requested.

12.7. BOOKS & RECORDS. The Association will maintain copies of the Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to the requirements of the Texas Nonprofit Corporation Act.

12.8. INDEMNIFICATION. The Association indemnifies every officer, director, and committee member (for purposes of this Section, "Leaders") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with any threatened or pending action, suit, or proceeding to which the Leader is a party or respondent by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. As a common expense, the Association may maintain general liability and directors and officers liability insurance to fund this obligation.

12.9. OBLIGATIONS OF OWNERS, Without limiting the obligations of owners under the Documents, each owner has the following obligations:

12.9.1. Information. Within 30 days after acquiring an interest in a unit, within 30 days after the owner learns of a change in any information required by this Subsection, and on request by the Association from time to time, an owner will provide the Association with the following information: (1) a copy of the recorded deed by which owner has title to the unit; (2) the owner's address, phone number, and driver's license number, if any; (3) any mortgagee's name, address, and loan number; (4) the name and phone number of any lessee; (5) the name, address, and phone number of the managing agent, if any, of the owner or the lessee.

12.9.2. Pay Assessments. Each owner will pay assessments properly levied by the Association against the owner or his unit, and will pay regular assessments without demand by the Association.

12.9.3. Comply. Each owner will comply with the Documents as amended from time to time.

12.9.4. Reimburse. Each owner will pay for damage to the Property caused by the negligence or willful misconduct of the owner, a lessee of the owner's unit, or the owner or lessee's guests, employees, contractors, agents, or invitees.

12.9.5. Liability. Each owner is liable to the Association for violations of the Documents by the owner, a lessee of the owner's unit, or the owner or lessee's guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

ARTICLE 13
ENFORCING THE DOCUMENTS

13.1. REMEDIES. The remedies provided in this Article for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by law, the Association has the following right to enforce the Documents:

13.1.1. Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by law or the Documents against a nuisance, either public or private, is applicable against the violation.

13.1.2. Fine. The Association may levy reasonable charges, as an individual assessment, against an owner and his unit if the owner or occupant, or the owner or occupant's guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the owner's obligations under the Documents.

13.1.3. Suspension. The Association may suspend the right of owners and occupants to use common elements (except rights of ingress and egress) for any period during which the owner or occupant, or the owner or occupant's guests, employees, agents, or contractors violate the Documents. A suspension does not constitute a waiver or discharge of the owner's obligations under the Documents.

13.1.4. Self-Help. The Association has the right to enter any part of the Property, including units, to abate or remove, using force as may reasonably be necessary, any erection, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the board is not trespassing and is not liable for damages related to the abatement. The board may levy its costs of abatement against the unit and owner as an individual assessment. The board will make reasonable efforts to give the violating owner prior notice of its intent to exercise self-help. The notice may be given in any manner likely to be received by the owner. Prior notice is not required (1) in the case of emergencies, (2) to remove violative signs, (3) to remove violative debris, or (4) to remove any other violative item or to abate any other violative condition that is easily removed or abated and that is considered a nuisance, dangerous, or an eyesore to the Property. By accepting an interest in or title to a unit, each owner grants to the Association all powers and rights necessary to exercise this right of self-help as to property used or owned by the owner or a resident of the unit, and their respective invitees. Accordingly, this Subsection constitutes an owner's actual written consent if any is required by applicable law,

13.2. BOARD DISCRETION. The board may use its sole discretion in determining whether to pursue a violation of the Documents, provided the board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the board may determine that under the particular circumstances (1) the Association's position is not sufficiently strong to justify taking any or further action; (2) the provision being enforced is or may be construed as inconsistent with applicable law; (3) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (4) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

13.3. NO WAIVER. The Association and every owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or by any owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver does not impair the Association's right to enforce any other part of the Documents at any future time. No officer, director, or member of the Association is liable to any owner for the failure to enforce any of the Documents at any time.

13.4. RECOVERY OF COSTS. The costs of curing or abating a violation are the expense of the owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations of the Documents, the prevailing party is entitled to recover from the nonprevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

13.5. NOTICE AND HEARING. Before levying a fine for violation of the Documents, or before levying an individual assessment for property damage, the Association will give the owner written notice of the levy and an opportunity to be heard, to the extent required by the Act. The Association's written notice must contain a description of the violation or property damage; the amount of the proposed fine or damage charge; a statement that not later than the 30th day after the date of the notice, the owner may request a hearing before the board to contest the fine or charge; and a stated date by which the owner may cure the violation to avoid the fine -- unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding 12 months. The Association may also give a copy of the notice to the occupant. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The owner's request for a hearing suspends only the levy of a fine or damage charge. The owner may attend the hearing in person, or may be represented by another person or written communication. The board may adopt additional or alternative procedures and requirements for notices and hearing, provided they are consistent with the Act's requirements.

ARTICLE 14
INSURANCE

14.1. GENERAL PROVISIONS. Insurance for the Property shall be obtained by the Association. All insurance affecting the Property is governed by the provisions of this Article, with which the board will make every reasonable effort to comply, including the following:

14.1.1. Common Expense. The cost of insurance coverages and bonds maintained by the Association is a common expense.

14.1.2. Insurer. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas.

14.1.3. Insured. The Association must be the named insured on all policies obtained by the Association. The loss payee clause should show the Association as trustee for each owner and Mortgagee.

14.1.4. Subrogation. Policies of property and general liability insurance maintained by the Association must provide that the insurer waives its rights to subrogation under the policy against an owner.

14.1.5. Association as Trustee. Each owner irrevocably appoints the Association, acting through the board, as his trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association,

14.1.6. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice, as provided by the Act, to the board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured. The board will give to Eligible Mortgagees, and the insurer will give to Mortgagees, prior notices of cancellation, termination, expiration, or material modification.

14.1.7. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible. The Association may require that the deductible be paid, in whole or in part, by the party who would be liable for the loss or repair in the absence of insurance. If a loss is due wholly or partly to an act or omission of an owner or occupant or his invitees, the Association may require the owner to reimburse the Association for the amount of the deductible that is attributable to the act or omission.

14.1.8. Mortgage Clause. The Association's policies should contain the standard mortgage clause naming either the Mortgagee or its servicer followed by "its successors and assigns."

14.1.9. Prejudice. The insurance will not be prejudiced by the act or omission of any owner or occupant who is not under the Association's control.

14.2. PROPERTY INSURANCE. To the extent it is reasonably available, the Association will obtain blanket all-risk insurance for insurable common element improvements. If blanket all-risk insurance is not reasonably available, then the Association will obtain an insurance policy providing fire and extended coverage. Also, the Association will insure the improvements on any unit owned by the Association. ***As an Owner, you may be underinsured. The Owner is responsible for insurance for Owner's non-standard improvements and building contents.***

NOTICES

Under some circumstances, a unit owner may be required to pay the deductible on the Association's property insurance policy.

14.3. GENERAL LIABILITY. The Association will maintain a commercial general liability insurance policy over the common elements - expressly excluding the liability of each owner and resident within his unit - for bodily injury and property damage resulting from the operation, maintenance, or use of the common elements. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an owner's claim because of negligent acts of the Association or other owners. If available, the Association may obtain liability insurance over the Area of Common Responsibility for bodily injury and property damage resulting from the maintenance of the Area of Common Responsibility.

14.4. WORKER'S COMPENSATION. The Association may maintain worker's compensation insurance if and to the extent necessary to meet the requirements of State law or if the board so chooses.

14.5. FIDELITY COVERAGE. The Association may maintain blanket fidelity coverage for any person who handles or is responsible for funds held or administered by the Association, whether or not the person is paid for his services. The policy should be for an amount that exceeds the greater of (1) the estimated maximum funds, including reserve funds, that will be in the Association's custody at any time the policy is in force; or (2) an amount equal to 3 months of regular assessments on all units. A managing agent that handles Association funds should be covered for its own fidelity insurance policy with the same coverages.

14.6. DIRECTORS & OFFICERS LIABILITY. To the extent it is reasonably available, the Association will maintain directors and officers liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

14.7. ASSOCIATION DOES NOT INSURE. The Association does not insure the unit, the building on and in the unit, or the contents of the unit and building. Each owner and occupant is solely responsible for insuring his business and personal property in his unit and on the Property, including without limitation equipment, furniture, window treatments, business records, and vehicles. The Association strongly recommends that each owner and occupant purchase and maintain insurance on his personal belongings.
The Unit Owner - not the Association - Insures the Unit

14.8. OWNER'S RESPONSIBILITY FOR INSURANCE. Each owner will obtain and maintain property insurance on all insurable improvements on his unit, in an amount sufficient to cover 100 percent of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. Further, each owner will obtain and maintain general liability insurance on his unit. Each owner will provide the Association with proof or a certificate of insurance on request by the Association from time to time. If an owner fails to maintain required insurance, or to provide the Association with proof of same, the board may obtain insurance on behalf of the owner who will be obligated for the cost as an individual assessment. The board may establish additional minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by owners if the insurance is deemed necessary or desirable by the board to reduce potential risks to the Association or other owners. Each owner and resident is solely responsible for insuring the personal property on the Property and on or in the unit.

14.9. MORTGAGEE REQUIRED POLICIES. Unless coverage is not available or has been waived in writing, the Association will maintain any insurance and bond required by a national institutional lender for commercial condominium developments as long as the institutional lender is a Mortgagee or an owner.

14.10. OTHER POLICIES. The Association may maintain any insurance policies and bonds deemed by the board to be necessary or desirable for the benefit of the Association.

ARTICLE 15
RECONSTRUCTION OR REPAIR AFTER LOSS

15.1. SUBJECT TO ACT. The Association's response to damage or destruction of the Property will be governed by Section 82.1 ll(i) of the Act. The following provisions apply to the extent the Act is silent. This Article is provided, in part, because this Declaration authorizes the Association to obtain property insurance for a unit if the owner fails or refuses to obtain insurance or to provide the Association with proof thereof.

15.2. RESTORATION FUNDS. For purposes of this Article, Restoration Funds include insurance proceeds, condemnation awards, Deficiency Assessments, individual assessments, and other funds received on account of or arising out of injury or damage to the Property. All funds paid to the Association for purposes of repair or restoration will be deposited in a financial institution in which accounts are insured by a federal agency. Withdrawal of Restoration Funds requires the signatures of at least 2 Association directors or that of an agent duly authorized by the board.

15.2.1. Sufficient Proceeds. If Restoration Funds obtained from insurance proceeds or condemnation awards are sufficient to repair or restore the damaged or destroyed Property, the Association, as trustee for the owners, will promptly apply the funds to the repair or restoration.

15.2.2. Insufficient Proceeds. If Restoration Funds are not sufficient to pay the estimated or actual costs of restoration as determined by the board, the board may levy a Deficiency Assessment against the owners to fund the difference.

15.2.3. Surplus Funds. If the Association has a surplus of Restoration Funds after payment of all costs of repair and restoration, the surplus will be applied as follows. If Deficiency Assessments were a source of Restoration Funds, the surplus will be paid to owners in proportion to their contributions resulting from the Deficiency Assessment levied against them; provided that no owner may receive a sum greater than that actually contributed by him, and further provided that any delinquent assessments owed by the owner to the Association will first be deducted from the surplus. Any surplus remaining after the disbursement described in the foregoing paragraph will be common funds of the Association to be used as directed by the board.

15.3. COSTS AND PLANS.

15.3.1. Cost Estimates. Promptly after the loss, the board will obtain reliable and detailed estimates of the cost of restoring the damaged Property. Costs may include premiums for bonds and fees for the services of professionals, as the board deems necessary, to assist in estimating and supervising the repair.

15.3.2. Plans and Specifications. Common elements will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Units will be repaired and restored substantially in accordance with original construction plans and specifications, unless the Association insures betterments and improvements made by owners, in which case the units will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Alternate plans and specifications for repair and restoration of either common elements or units must be approved by owners representing at least two-thirds of the votes in the Association and by certain mortgagees if so required by the Mortgagee Protection article of this Declaration.

15.4. OWNER'S DUTY TO REPAIR.

15.4.1. Uninsured Loss. Within 60 days after the date of damage, the owner will begin repair or reconstruction of any portion of his unit not covered by the Association's blanket insurance policy, subject to the right of the Association to supervise, approve, or disapprove repair or restoration during the course thereof.

15.4.2. Insured Loss. If the loss to a unit is covered by the Association's insurance policy, the owner will begin repair or restoration of damage on receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve, or disapprove the repair or restoration during the course thereof.

15.4.3. Failure to Repair. If an owner fails to repair or restore damage as required by this Section, the Association may effect the necessary repairs and levy an individual assessment against the owner and unit for the cost thereof, after giving an owner of the unit reasonable notice of the Association's intent to do so.

15.5. OWNER'S LIABILITY FOR INSURANCE DEDUCTIBLE. If repair or restoration of common elements or units is required as a result of an insured loss, the board may levy an individual assessment, in the amount of the insurance deductible, against the owner or owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance.

ARTICLE 16
TERMINATION AND CONDEMNATION

16.1. ASSOCIATION AS TRUSTEE. Each owner hereby irrevocably appoints the Association, acting through the board, as trustee to deal with the Property in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Property. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act, including, without limitation, the right to receive, administer, and distribute funds, awards, and insurance proceeds; to effect the sale of the Property as permitted by this Declaration or by the Act; and to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an owner.

16.2. TERMINATION. Termination of the terms of this Declaration and the condominium status of the Property will be governed by Section 82.068 of the Act, subject to the following provisions:

16.2.1. Substantial Taking. In the event of substantially total damage, destruction, or condemnation of the Property, an amendment to terminate must be approved by owners representing at least 67 percent of the votes in the Association and by certain mortgagees pursuant to the Mortgagee Protection article of this Declaration.

16.2.2. Total Taking. In the event of condemnation of the entire Property, an amendment to terminate may be executed by the board without a vote of owners or mortgagees.

16.2.3. Other Circumstances. In all other circumstances, an amendment to terminate must be approved by owners representing at least 80 percent of the votes in the Association and by certain mortgagees pursuant to the Mortgagee Protection article of this Declaration.

16.3. CONDEMNATION. The Association's response to condemnation of any part of the Property will be governed by Section 82.007 of the Act. On behalf of owners, but without their consent, the board may execute an amendment of this Declaration to reallocate allocated interests following condemnation and to describe the altered parameters of the Property. If the Association replaces or restores common elements taken by condemnation by obtaining other land or constructing additional improvements, the board may, to the extent permitted by law, execute an amendment without the prior consent of owners to describe the altered parameters of the Property and any corresponding change of facilities or improvements.

ARTICLE 17
MORTGAGEE PROTECTION

17.1. INTRODUCTION. This Article is supplemental to, not a substitution for, any other provision of the Documents. In case of conflict, this Article controls. Some sections of this Article apply to "Mortgagees," as defined in Article 1. Other sections apply to "Eligible Mortgagees," as defined below.

17.1.1. Known Mortgagees. An owner who mortgages his unit will notify the Association, giving the complete name and address of his mortgagee and the loan number. The Association's obligations to mortgagees under the Documents extend only to those mortgagees known to the Association. All actions and approvals required by mortgagees will be conclusively satisfied by the mortgagees known to the Association, without regard to other holders of mortgages on units. The Association may rely on the information provided by owners and mortgagees.

17.1.2. Eligible Mortgagees. "Eligible Mortgagee" means the holder, insurer, or guarantor of a first purchase money mortgage secured by a recorded deed of trust lien against a unit who has submitted to the Association a written notice containing its name and address, the loan number, and the identifying number and street address of the mortgaged unit. A single notice per unit will be valid so long as the Eligible Mortgagee holds a mortgage on the unit. The board will maintain this information. The Association will treat the notice as the Eligible Mortgagee's request to be notified of any proposed action requiring the consent of Eligible Mortgagees. A provision of the Documents requiring the approval of a specified percentage of Eligible Mortgagees will be based on the number of units subject to mortgages held by Eligible Mortgagees. For example, "51 percent of Eligible Mortgagees" means Eligible Mortgagees of 51 percent of the units that are subject to mortgages held by Eligible Mortgagees.

17.2. TERMINATION, An action to terminate the legal status of the Property after substantial destruction or condemnation must be approved by owners representing at least 67 percent of the votes in the Association, and by at least 51 percent of Eligible Mortgagees. An action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by at least 67 percent of Eligible Mortgagees.

17.3. IMPLIED APPROVAL. The approval of an Eligible Mortgagee is implied when the Eligible Mortgagee fails to respond within 30 days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

17.4. OTHER MORTGAGEE RIGHTS.

17.4.1. Inspection of Books. The Association will maintain current copies of the Documents and the Association's books, records, and financial statements. Mortgagees may inspect the Documents and records, by appointment, during normal business hours.

17.4.2. Financial Statements. A Mortgagee may have an audited statement prepared at its own expense.

17.4.3. Attendance at Meetings. A representative of an Eligible Mortgagee may attend and address any meeting which an owner may attend.

17.4.4. Right of First Refusal, Any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a unit does not apply to a lease, sale, or transfer by a Mortgagee, including transfer by deed in lieu of foreclosure or foreclosure of a deed of trust lien.

17.5. INSURANCE POLICIES. If a Mortgagee or a prospective Mortgagee is a national institutional mortgage lender which has requirements for insurance of commercial condominiums, the Association must try to obtain and maintain the required coverages, to the extent they are reasonably available, and must try to comply with any notifications or processes required by the national institutional mortgage lender. Because underwriting requirements are subject to change, they are not recited here.

17.6. NOTICE OF ACTIONS. The Association will use its best efforts to send timely written notice to Eligible Mortgagees of the following actions:

a. Any condemnation or casualty loss that affects a material portion of the Property or the mortgaged unit.

b. Any 60-day delinquency in the payment of assessments or charges owed by the owner of the mortgaged unit.

c. A lapse, cancellation, or material modification of any insurance policy maintained by the Association.

d. Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.

e. Any proposed amendment of a material nature, as provided in this Article.

f. Any proposed termination of the condominium status of the Property.

17.7. AMENDMENTS OF A MATERIAL NATURE. A Document amendment of a material nature must be approved by owners representing at least 67 percent of the votes in the Association, and by at least 51 percent of Eligible Mortgagees. This approval requirement does not apply to amendments effected by the exercise of a Development Right provided in Appendix B hereto. A change to any of the provisions governing the following would be considered material:

a. Voting rights. During the Development Period, Appendix B has priority over the main body of this Declaration.

b. Increases in assessments that raise the previously assessed amount by more than 25 percent, assessment liens, or the priority of assessment liens.

c. Reductions in reserves for maintenance, repair, and replacement of common elements.

d. Responsibility for maintenance and repairs.

e. Reallocation of interests in the general or limited common elements, or rights to their use; except that when limited common elements are reallocated by agreement between owners, only those owners and only the Eligible Mortgagees holding mortgages against those units need approve the action.

f. Redefinitions of boundaries of units, except that when boundaries of only adjoining units are involved, or a unit is being subdivided, then only those owners and the Eligible Mortgagees holding mortgages against the unit or units need approve the action.

g. Conversion of units into common elements or common elements into units.

h. Expansion or contraction of the Property, or the addition, annexation, or withdrawal of property to or from the Property.

i. Property or fidelity insurance requirements.

j. Imposition of any restrictions on the leasing of units.

k. Imposition of any restrictions on owners' right to sell or transfer their units.

l. Restoration or repair of the Property, in a manner other than that specified in the Documents, after hazard damage or partial condemnation.

m. Any provision that expressly benefits mortgage holders, mortgage insurers, or mortgage guarantors.

ARTICLE 18

AMENDMENTS

18.1. CONSENTS REQUIRED. As permitted by the Act or by this Declaration, certain amendments of this Declaration may be executed by Declarant alone, or by certain owners alone, or by the board alone. Otherwise, amendments to this Declaration must be approved by owners representing at least a majority of the votes in the Association.

18.2. METHOD OF AMENDMENT. This Declaration may be amended by any method selected by the board from time to time, pursuant to the bylaws, provided the method gives an owner of each unit the substance if not exact wording of the proposed amendment, a description in layman's terms of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment. For amendments requiring the consent of Eligible Mortgagees, the Association will send each Eligible Mortgagee a detailed description, if not exact wording, of any proposed amendment.

18.3. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto; (2) signed and acknowledged by an officer of the Association, certifying the requisite approval of owners and, if required, Eligible Mortgagees; and (3) recorded in the Real Property Records of Bexar County, Texas.

18.4. DECLARANT PROVISIONS. No amendment may affect Declarant's rights under this Declaration or the Act without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. Because Appendix B of this Declaration is destined to become obsolete, beginning 15 years after the date this Declaration is first recorded, the board may restate, rerecord, or publish this Declaration without Appendix B, provided the other appendixes are not relettered. The automatic expiration and subsequent deletion of Appendix B does not constitute an amendment of this Declaration. This Section may not be amended without Declarant's written and acknowledged consent.

ARTICLE 19
DISPUTE RESOLUTION

19.1. INTRODUCTION & DEFINITIONS. The Association, the owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "Parties") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

19.1.1. "Claim" means any claim, grievance, or dispute between Parties involving the Properties, except Exempt Claims as defined below, and including without limitation:

a. Claims arising out of or relating to the interpretation, application, or enforcement of the Documents.

b. Claims relating to the rights and/or duties of Declarant as Declarant under the Documents.

c. Claims relating to the design, construction, or maintenance of the Property.

19.1.2. "Claimant" means any Party having a Claim against any other Party.

19.1.3. "Exempt Claims" means the following claims or actions, which are exempt from this Article:

a. The Association's claim for assessments, and any action by the Association to collect assessments.

b. An action by any Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration.

c. Enforcement of the easements, architectural control, maintenance, and use restrictions of this Declaration.

d. A suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

e. A dispute that is subject to alternate dispute resolution - such as mediation or arbitration - by the terms of a public law or another instrument, such as a contract or warranty agreement, in which case the dispute is exempt from this Article, unless the Parties agree to have the dispute governed by this Article.

19.1.4. "Respondent" means the Party against whom the Claimant has a Claim.

19.2. MANDATORY PROCEDURES. Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article.

19.3. NOTICE, Claimant must notify Respondent in writing of the Claim (the

"Notice"), stating plainly and concisely: (1) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (2) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (3) what Claimant wants Respondent to do or not do to resolve the Claim; and (4) that the Notice is given pursuant to this Section.

19.4. NEGOTIATION. Claimant and Respondent will make a reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

19.5. MEDIATION. If the parties negotiate but do not resolve the Claim through negotiation within 120 days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have 30 additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least 5 years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

19.6. TERMINATION OF MEDIATION. If the Parties do not settle the Claim within 45 days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

19.7. ALLOCATION OF COSTS. Except as otherwise provided in this Section, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, and Mediation sections above, including its attorneys fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

19.8. ENFORCEMENT OF RESOLUTION. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorneys fees and court costs.

19.9. GENERAL PROVISIONS. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim. A Party having an Exempt Claim may submit it to the procedures of this Article.

19.10. BOARD AUTHORIZATION. The board, on behalf of the Association and without the consent of owners, is hereby authorized to negotiate, mediate, arbitrate, settle, and/or litigate any dispute to which the Association is a party, and may execute any document related thereto, such as settlement agreements and waiver or release of claims.

ARTICLE 20
GENERAL PROVISIONS

20.1. COMPLIANCE. The owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and all applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

20.2. HIGHER AUTHORITY. The Documents are subordinate to federal and state law, and local ordinances. Generally, the terms of the Documents are enforceable to the extent they do not violate or conflict with local, state, or federal law or ordinance.

20.3. NOTICE. All demands or other notices required to be sent to an owner or occupant by the terms of this Declaration will be sent by ordinary or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association at the time of mailing. If an owner fails to give the Association an address for mailing notices, all notices may be sent to the owner's unit, and the owner is deemed to have been given notice whether or not he actually receives it.

20.4. LIBERAL CONSTRUCTION. The terms and provision of each Document are to be liberally construed to give effect to the purposes and intent of the Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved in favor of the operation of the Association and its enforcement of the Documents, regardless which party seeks enforcement.

20.5. SEVERABILITY. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect.

The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

20.6. CAPTIONS. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer.

20.7. INTERPRETATION. Whenever used in the Documents, unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

20.8. DURATION. Unless terminated or amended by owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

20.9. APPENDIXES. The following appendixes are attached to this Declaration and are incorporated herein by reference:

A - Description of Subject Land
B - Declarant Representations & Reservations
C - Schedule of Allocated Interests
D - Plats and Plans
E - Easements and Licenses
F - Consent to Declaration by Lienholder

SIGNED AND ACKNOWLEDGED this ______ day of October, 2017.

Optimo Bentley LLC

William W. Alston

by: William W. Alston, its Manager

STATE OF TEXAS

COUNTY OF WEBB

This instrument was acknowledged before me on this 18th day of October, 2017 by William W. Alston, Manager of Optimo Bentley LLC, on behalf of the company.

Nancy Pineda

Notary Public, The State of Texas

NANCY PINEDA
Notary Public, State of Texas
Comm. Expires 03-22-2018
Notary ID 12965968-0

APPENDIX A DESCRIPTION OF SUBJECT LAND

Lot 2272, Block 15, County Block 4782E, SHAVANO PARK SUBDIVISION, UNIT-17N, in the City of Shavano Park, Bexar County, Texas, according to plat thereof recorded in Volume 9692, Page 187, Deed and Plat Records of Bexar County, Texas.

APPENDIX B DECLARANT REPRESENTATIONS & RESERVATIONS

B.1. GENERAL PROVISIONS.

B.1.1. Introduction. Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling the Declarant-related provisions in this Appendix.

B.1.2. General Reservation & Construction. Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other owner, or the Association, prevent or interfere with the rights contained in this Appendix which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of conflict between this Appendix and any other Document, this Appendix controls. This Appendix may not be amended without the prior written consent of Declarant. The terms and provisions of this Appendix must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

B.1.3. Purpose of Development and Declarant Control Periods. This Appendix gives Declarant certain rights during the Development Period and the Declarant Control Period to ensure a complete and orderly build out and sellout of the Property, which is ultimately for the benefit and protection of owners and mortgagees. Declarant may not use its control of the Association and the Property for an advantage over the owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements which the Association may not terminate without cause with 90 days' notice.

B.2. DECLARANT CONTROL PERIOD RESERVATIONS & LIMITATIONS. For the benefit and protection of owners and mortgagees, and for the purpose of ensuring a complete and orderly build out and sell out of the Property, Declarant will retain control of the Association, subject to the following:

B.2.1. Duration. The duration of the Declarant Control Period will be from the date this Declaration is recorded for a maximum period not to exceed the earlier of (a) 3 years after the date of recording this Declaration; (b) within 120 days after the conveyance of 75 percent of the units to owners other than Declarant; or (c) when,

DIFFERENT RULES

The developer has rights and privileges to use the property in ways that are not available to other owners and occupants

in the sole opinion of Declarant, the Association is viable, self-supporting, and operational.

B.2.2. Officers & Directors. During the Declarant Control Period, the Board may consist of 3 persons. Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be members or owners, and each of whom is indemnified by the Association as a "Leader," subject to the following limitation. Within 120 days after the conveyance of 50 percent of the units to owners other than Declarant, at least one-third of the board must be elected by owners other than Declarant.

B.2.3. Organizational Meeting. Before the end of the Declarant Control Period or within 120 days after the conveyance of 75 percent of the units to owners other than Declarant, the owners will elect directors to the board at an organizational meeting of the members of the Association. Declarant or the Association will give written notice of the organizational meeting to an owner of each unit at least 10 days before the meeting. For the organizational meeting, owners of 10 percent of the units constitute a quorum. The board elected at the organizational meeting will elect the officers of the Association not later than 30 days after the end of the Declarant Control Period.

B.2.4. Obligation for Assessments. Until the Association first levies regular assessments, Declarant must pay all the expenses of the Property as they accrue. After the initial levy, the Declarant has the following 2 options until the earlier of (i) end of the Declarant Control period or (ii) 3 years after the date on which Declarant first conveys a unit:

a. For each unit owned by Declarant, Declarant is liable for special assessments, individual assessments, and deficiency assessments in the same manner as any owner.

b. Alternatively, Declarant will assume responsibility for the difference (the "red ink") between the Association's actual common expenses and the regular assessments received from owners other than Declarant, and will provide any additional funds necessary to pay actual cash outlays of the Association. On termination of the option period, Declarant must begin paying assessments on each Declarant owned unit according to the unit's allocated interest for assessments.

B.2.5. Expenses of Declarant. Expenses related to the completion and marketing of the Property will be paid by Declarant and are not expenses of the Association.

DIFFERENT RULES

The developer has rights and privileges to use the property in ways that are not available to other owners and occupants

B.2.6. Budget Control. During the Declarant Control Period, the right of owners to veto special assessments or increases in regular assessments is not effective and may not be exercised.

B.2.7. Management Contract. If Declarant enters into a professional management contract on behalf of the Association during the Declarant Control Period, the Association has the right to terminate the contract without cause or penalty, but with at least 30 days notice to the manager, at any time after a board elected by the owners takes office.

B.2.8. Common Elements. At or prior to termination of the Declarant Control Period, if title or ownership to any common element is capable of being transferred, Declarant will convey title or ownership to the Association. At the time of conveyance, the common element will be free of encumbrance except for the property taxes, if any, accruing for the year of conveyance. Declarant's conveyance of title or ownership is a ministerial task that does not require and is not subject to acceptance by the Association or the owners.

B.3. DEVELOPMENT PERIOD RIGHTS. REPRESENTATIONS & RESERVATIONS. Declarant makes the following representations and reservations regarding Declarant's development of the Property.

B.3.1. Representations. The Property is not subject to expansion by phasing. The Property is not subject to a right of withdrawal of real property by Declarant. No part of the Property is a leasehold condominium, as defined by the Act. None of the improvements in the Property are conversion buildings as defined by the Act. At time of drafting this Declaration, the Property is not located in a flood zone.

B.3.2. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Modifications may include, without limitation, changes in the sizes, styles, configurations, materials, and appearances of units, buildings, and common elements.

B.3.3. Architectural Control. During the Development Period, Declarant has the absolute right to perform architectural control, and may delegate the responsibility for architectural control to any number of persons who serve at the pleasure of Declarant, and who may be removed and replaced by Declarant. Notwithstanding the foregoing, during the Development Period -- after termination of Declarant Control, or earlier if Declarant permits -- the board may appoint or serve as a

DIFFERENT RULES

The developer has rights and privileges to use the property in ways that are not available to other owners and occupants

"modifications committee" to respond exclusively to modifications of completed units that are owned by persons other than Declarant. A modifications committee may not involve itself with the approval of new units or common elements.

B.3.4. Transfer Fees, During the Development Period, Declarant may not be required to pay transfer-related and resale certificate fees.

B.3.5. Statutory Development Rights. As permitted by the Act, Declarant reserves the following Development Rights which may be exercised during the Development Period: (1) to add real property to the Property; (2) to create units, general common elements, and limited common elements within the Property; (3) to subdivide units or convert units into common elements.

B.3.6. Development Rights Reserved. Regarding portions of the real property shown on the Plat and Plans as "Development Rights Reserved," if any, Declarant makes no assurances as to whether Declarant will exercise its Development Rights, the order in which portions will be developed, or whether all portions will be developed. The exercise of Development Rights as to some portions will not obligate Declarant to exercise them as to other portions.

B.3.7. Amendment. During the Development Period, Declarant may amend this Declaration and the other Documents, without consent of other owners or any mortgagee, for the following limited purposes:

a. To meet the requirements, standards, or recommended guidelines of an underwriting mortgage lender to enable an institutional or governmental lender to make or purchase mortgage loans on the units.

b. To correct any defects in the execution of this Declaration or the other Documents.

c. To add real property to the Property, in the exercise of statutory Development Rights.

d. To create units, general common elements, and limited common elements within the Property, in the exercise of statutory Development Rights.

e. To subdivide, combine, or reconfigure units or convert units into common elements, in the exercise of statutory Development Rights.

DIFFERENT RULES

The developer has rights and privileges to use the property in ways that are not available to other owners and occupants

f. To withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved," in the exercise of statutory Development Rights.

g. To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.

h. To change the name or entity of Declarant.

I. For any other purpose, provided the amendment has no material adverse effect on any right of any owner.

B.4. SPECIAL DECLARANT RIGHTS. As permitted by the Act, Declarant reserves the below-described Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Property during the Development Period. Unless terminated earlier by an amendment to this Declaration executed by Declarant, any Special Declarant Right may be exercised by Declarant so long as Declarant holds a Development Right to create additional units or common elements or Declarant owns a unit, whichever ceases last. Earlier termination of certain rights may occur by statute.

a. The right to complete or make improvements indicated on the Plat and Plans.

b. The right to exercise any Development Right permitted by the Act and this Declaration.

c. The right to make the Property part of a larger condominium or planned community.

d. The right to use units owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property,

e. For purposes of promoting, identifying, and marketing the Property, Declarant reserves an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other owners and lessees. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same

DIFFERENT RULES

The developer has rights and privileges to use the property in ways that are not available to other owners and occupants

from time to time within the Property.

f. Declarant has an easement and right of ingress and egress in and through the common elements and units owned or leased by Declarant for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under the Act and this Declaration.

g. The right to appoint or remove any Declarant-appointed officer or director of the Association during the Declarant Control Period consistent with the Act.

B.5. ADDITIONAL EASEMENTS & RIGHTS. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, for the duration of the Development Period:

a. An easement and right to erect, construct, and maintain on and in the common elements and units owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Property.

b. The right to sell or lease any unit owned by Declarant. Units owned by Declarant are not subject to leasing or occupancy restrictions or prohibitions contained elsewhere in this Declaration or the other Documents.

c. The right of entry and access to all units to perform warranty-related work, if any, for the benefit of the unit being entered, adjoining units, or common elements. Requests for entry must be made in advance for a time reasonably convenient for the owner who may not unreasonably withhold consent.

d. An easement and right to make structural changes and alterations on common elements and units used by Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein. Declarant, at Declarant's sole expense, will restore altered common elements and units to conform to the architectural standards of the Property. The restoration will be done within 120 days after termination of the Development Period.

B.6. WORKING CAPITAL FUND. Declarant may establish a working capital fund for the Association in an amount that is at least equal to 2 months of regular assessments for all units. If Declarant establishes this fund, each unit's contribution will be collected when the sale of the unit closes or on termination of the Declarant Control Period, whichever occurs first. Contributions to the fund are not advance

DIFFERENT RULES

The developer has rights and privileges to use the property in ways that are not available to other owners and occupants

payments of regular assessments and are not refundable. Not later than termination of the Declarant Control Period, the fully funded working capital fund will be transferred to the Association for deposit to a segregated fund. During the Declarant Control Period, the fund may not be used to pay the Association's operational expenses. Declarant may not use the fund to defray Declarant's expenses, reserve contributions, or construction costs, or to cover the Association's budget deficits during the Declarant Control Period. If Declarant has unsold units on termination of the Declarant Control Period, Declarant may reimburse itself for a unit's pre-paid contributions from monies collected at the unit's closing.

B.7. SUCCESSOR DECLARANT. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the Real Property Records of Bexar County, Texas. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further Successor Declarants.

[End of Appendix B]

DIFFERENT RULES

The developer has rights and privileges to use the property in ways that are not available to other owners and occupants

APPENDIX C SCHEDULE OF ALLOCATED INTERESTS

The following percentages are subject to adjustment upon the completion of buildings 2 and 3.

LEGAL DESCRIPTION		PERCENTAGE COMMON ELEMENT OWNERSHIP	PERCENTAGE LIABILITY FOR COMMON EXPENSES	WEIGHT OF VOTE
BUILDING	SQ FOOTAGE			
1 SUITE 100	3949	12.92%	12.92%	12
1 SUITE 101	4002	13.16%	13.16%	13
1 SUITE 102	2437	8.02%	8.02%	8
2 PROJECTED	10,783	32.95%	32.95%	33
3 PROJECTED	10,783	32.95%	32.95%	33

APPENDIX D PROJECT AND UNIT DRAWINGS FOLLOW

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING AN AVERAGE COMBINED FACTOR OF 0.9998300289.

2. TITLE COMMITMENT PROVIDED BY CHIICAGO TITLE INSURANCE COMPANY, GF NO.: SCT-53-4300171700068-MB, EFFECTIVE DATE SEPTEMBER 14, 2017, ISSUED DATE SEPTEMBER 20, 2017.
LEGAL DESCRIPTION LOT 2272, BLOCK 15, CB 4782E, REPLAT SUBDIVISION OF SHAVANO PARK SUBDIVISION, UNIT-17N, CITY OF SHAVANO PARK, BEXAR COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9692, PAGE 187, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

SCHEDULE B

RESTRICTIVE COVENANTS OF RECORD:
-VOLUME 8876 PAGE 1121 - DECLARATION OF PROTECTIVE COVENANTS - APPLIES
-VOLUME 8958 PAGE 1481 - CERTIFICATE OF ARCHITECTURAL CONTROL COMMITTEE - APPLIES
-VOLUME 11910 PAGE 520 - CERTIFICATE OF SECRETARY - APPLIES
-VOLUME 15271 PAGE 2214 - RESOLUTION OF THE BOARD OF DIRECTORS OF SHAVANO BUSINESS CENTER ASSOCIATION, INC. - APPLIES
-VOLUME 15271 PAGE 2218 - RESOLUTION OF THE BOARD OF DIRECTORS OF SHAVANO BUSINESS CENTER ASSOCIATION, INC. POLICY ON PAYMENT PLAN GUIDELINES - APPLIES
-VOLUME 15271 PAGE 2221 - RESOLUTION OF THE BOARD OF DIRECTORS OF SHAVANO BUSINESS CENTER ASSOCIATION, INC. POLICY ON RECORDS PRODUCTION AND COPY RETENTION OF ASSOCIATION RECORDS - APPLIES
-VOLUME 18257 PAGE 1377 - SPECIAL WARRANTY DEED WITH VENDOR'S LIEN - APPLIES

e). VOLUME 9692 PAGE 187 (PLAT) - APPLIES
VOLUME 8876 PAGE 1121 - APPLIES
-15' LANDSCAPE BUFFER EASEMENT - SHOWN
f). VOLUME 9692 PAGE 187 - APPLIES
-14' ELECTRIC, GAS, TELEPHONE & CABLE TV EASEMENT - SHOWN
g). VOLUME 9692 PAGE 187 - APPLIES
-VARIABLE WIDTH DRAINAGE EASEMENT - SHOWN
h). VOLUME 9692 PAGE 187 - APPLIES
-7.5' SIDE SETBACK LINE - SHOWN
i). VOLUME 9692 PAGE 187 - APPLIES
-10' DRAINAGE EASEMENT - SHOWN
j). VOLUME 9692 PAGE 187 - APPLIES
-16' SANITARY SEWER EASEMENT - SHOWN
k). VOLUME 9692 PAGE 187 - DOES NOT APPLY
-25' X 25' SANITARY SEWER TURNAROUND EASEMENT - DOES NOT CROSS SUBJECT TRACT
l). VOLUME 9692 PAGE 187 (PLAT) - APPLIES
-VARIABLE WIDTH BUILDING SETBACK LINE - SHOWN
m). VOLUME 9692 PAGE 187 (PLAT) - APPLIES
-15' SIGN EASEMENT - SHOWN
n). VOLUME 9692 PAGE 187 (PLAT) - APPLIES
-15' SIDE SETBACK LINE - SHOWN
o). VOLUME 9692 PAGE 187 (PLAT) - APPLIES
-40' LANDSCAPE BUFFER - SHOWN
p). VOLUME 9692 PAGE 187 (PLAT) - APPLIES
VOLUME 7505 PAGE 884 - APPLIES
-EASEMENT AND RIGHT-OF-WAY
q). VOLUME 13363 PAGE 2131 - DOES NOT APPLY
-EDWARDS AQUIFER PROTECTION PLAN
r). VOLUME 13363 PAGE 1724 - DOES NOT APPLY
-UTILITY SERVICE AGREEMENT
s). VOLUME 8876 PAGE 1121 - APPLIES
-COVENANTS PROVIDING FOR ASSESSMENTS PAYABLE TO SHAVANO BUSINESS PARK
t). VOLUME 17653 PAGE 194 - APPLIES
-DRAINAGE EASEMENT AGREEMENT - SHOWN
u). VOLUME 17653 PAGE 208 - APPLIES
-SANITARY SEWER EASEMENT AGREEMENT - SHOWN
v). VOLUME 17653 PAGE 221 - APPLIES
-ACCESS EASEMENT AGREEMENT

VOLUME 9582 PAGE 48-49 - APPLIES
-25' INGRESS/EGRESS EASEMENT - SHOWN

3. REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP 230 OF 785, COMMUNITY PANEL NO. 48029C0230G, DATED SEPTEMBER 29, 2010.

4. THE TRACT SHOWN HEREON IS SUBJECT TO ALL CITY OF SHAVANO PARK AND BEXAR COUNTY ORDINANCES AND RESTRICTIONS.

5. NO METES AND BOUNDS WERE PREPARED FOR THIS SURVEY.

6. SET IRON PINS ARE 1/2" DIAMETER REBAR WITH A BLUE CAP STAMPED "KFW SURVEYING".

7. ADJOINERS SHOWN HEREON ARE PER CURRENT BEXAR COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

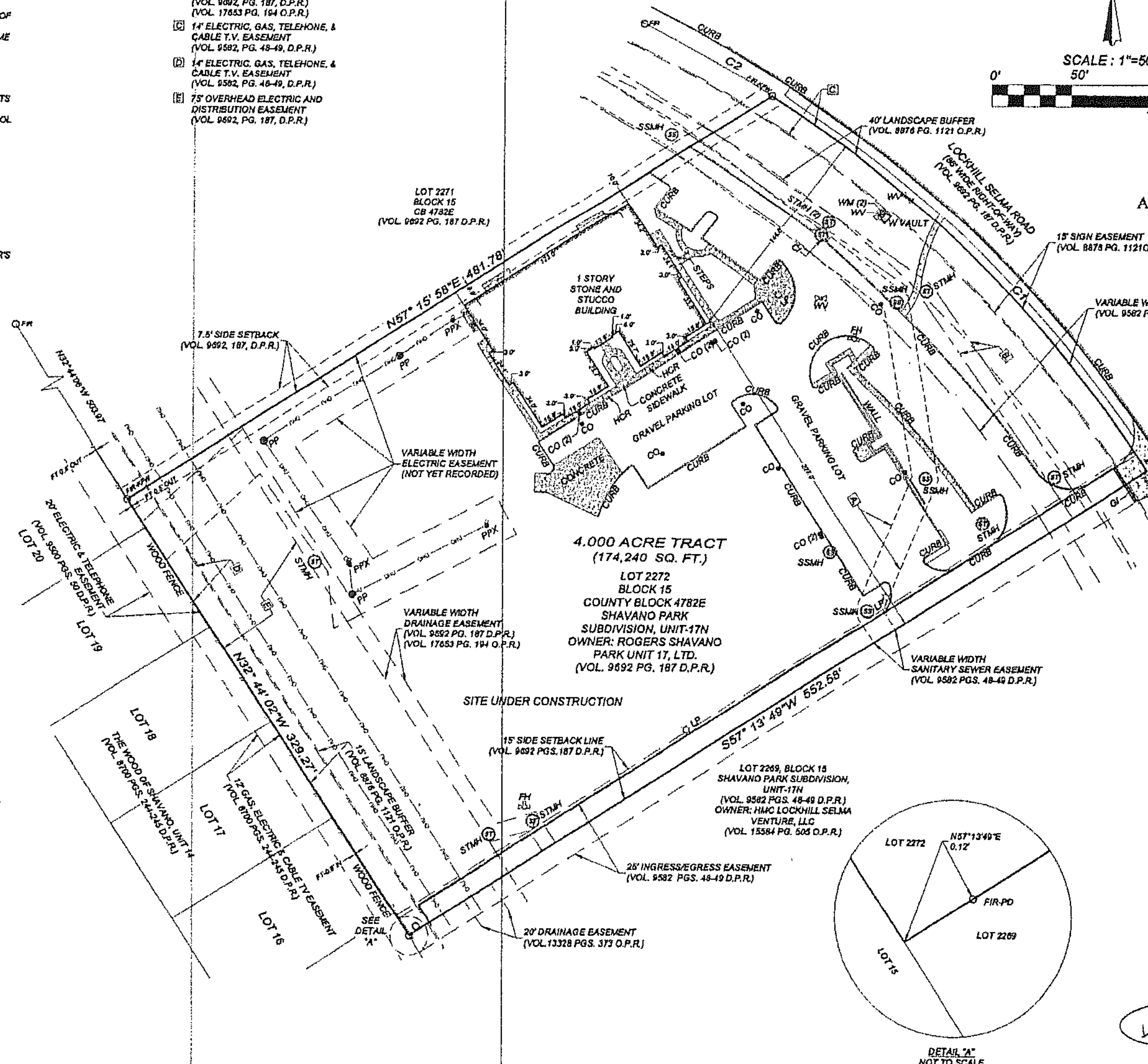
8. SITE UNDER CONSTRUCTION AT TIME OF SURVEY.

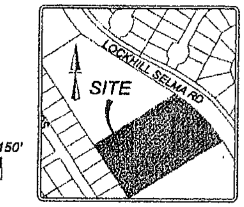
EASEMENT LEGEND

[A] 16' SANITARY SEWER EASEMENT (VOL. 9692, PG. 187, D.P.R.) (VOL. 17653 PG. 208 O.P.R.)
[B] 10' DRAINAGE EASEMENT (VOL. 9692, PG. 187, D.P.R.) (VOL. 17653 PG. 194 O.P.R.)
[C] 14' ELECTRIC, GAS, TELEHONE, & CABLE T.V. EASEMENT (VOL. 9582, PG. 48-49, D.P.R.)
[D] 14' ELECTRIC, GAS, TELEHONE, & CABLE T.V. EASEMENT (VOL. 9582, PG. 48-49, D.P.R.)
[E] 75' OVERHEAD ELECTRIC AND DISTRIBUTION EASEMENT (VOL. 9692, PG. 187, D.P.R.)

Curve Table

Curve #	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD DIST
C1	338.99'	800.00'	24°16'43"	S44°32'51"E	336.46'
C2	93.16'	800.00'	6°40'20"	N60°21'22"W	93.11'





LOCATION MAP
NOT-TO-SCALE

ADDRESS: 4358 LOCKHILL SELMA ROAD, SAN ANTONIO, TEXAS

SYMBOL LEGEND

	FIR	FOUND 1/2" IRON ROD OR AS NOTED
	SIR	SET 1/2" IRON ROD WITH A BLUE CAP STAMPED "KFW SURVEYING"
	FPK	FOUND PK NAIL AS NOTED
	O.P.R.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
	D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
	CO	CLEAN OUT
	CI	CURB INLET
	EBOX	ELECTRIC BOX
	FH	FIRE HYDRANT
	FT	FENCE TIE
	GI	GRATE INLET
	HCR	HANDICAP RAIL
	IRV	IRRIGATION VALVE
	LP	LIGHT POLE
	PP	POWER POLE
	PPX	POWER POLE WITH TRANSFORMER
	SSMH	SANITARY SEWER MANHOLE
	STMH	STORM DRAIN MANHOLE
	TMH	TELEPHONE MANHOLE
	WM	WATER METER
	WV	WATER VALVE
—OHE—		OVERHEAD UTILITY LINE
—//—		WOOD FENCE
		CONCRETE

STATE OF TEXAS:
COUNTY OF BEXAR:

I, TERESA A. SEIDEL, DO HEREBY CERTIFY THAT THIS TITLE SURVEY WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONS WORKING UNDER MY SUPERVISION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A LAND TITLE SURVEY. THE FIELDWORK WAS COMPLETED ON 09/22/2017.

STATE OF TEXAS REGISTERED TERESA A. SEIDEL 5672 PROFESSIONAL SURVEYOR

10/12/2017

TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
EMAIL:TSEIDEL@KFWENGINEERS.COM
DATE OF SURVEY: 09/22/2017
PROJECT NO.: 15-067

ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO: THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING 12100 PARK 35 CIRCLE BLDG. A, SUITE 156 MC-230 AUSTIN, TX 78753 PHONE: 512-239-5263 ; FAX: 512-239-5253

ASBUILT SURVEY OF PHASE I

LOT 2272, BLOCK 15, COUNTY BLOCK 4782E, OF THE SHAVANO PARK SUBDIVISION, UNIT 17N, OF RECORD IN VOLUME 9692 PAGE 187, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

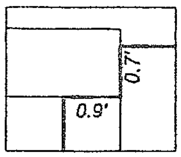
KFW SURVEYING
14603 Huebner Rd, Bldg 40, San Antonio, TX 78230
Phone #: (210) 979-8444 • Fax #: (210) 979-8441
TBPLS Firm #: 10122300

REVISIONS	ISSUE DATE

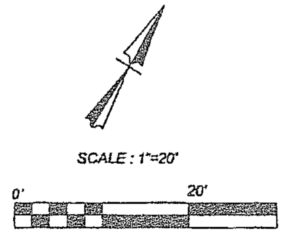
JOB NO. 15-067
DATE: 09/22/2017
CHECKED: TAS
DRAWN: MR

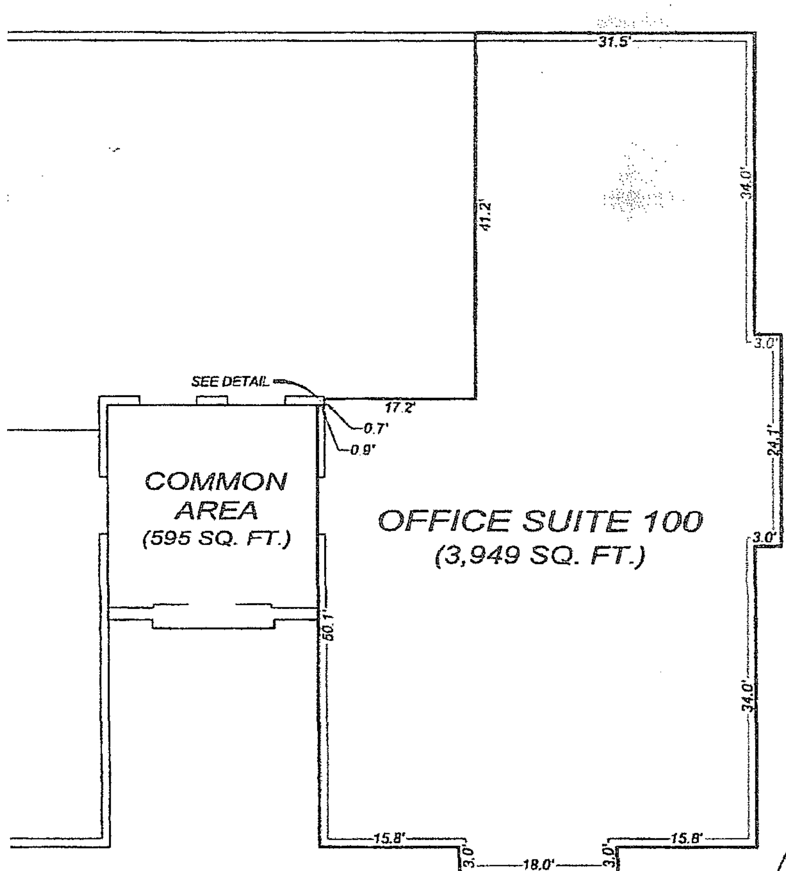
SHEET NUMBER:
1 OF 1

Date: Oct 12, 2017, 4:05pm User ID: rvenegas
File: S:\Draw 2015\15-067 Lockhill Selma Paramount\BS15-067 Lockhill Selma Paramount - ALTA.dwg

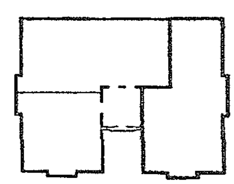


DETAIL
NOT TO SCALE





10/12/2017



KEY PLAN
NOT TO SCALE

BUILDING 1
EXHIBIT OF PHASE I
SUITE 100
3,949 SQUARE FEET

ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO:
THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
12100 PARK 35 CIRCLE BLDG A, SUITE 156 MC-230 AUSTIN, TX 78753
PHONE 512-239-5263, FAX 512-239-5253

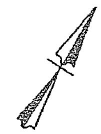
KFW SURVEYING

ADDRESS: 4358 LOCKHILL SELMA ROAD
SAN ANTONIO, TEXAS,

REVISIONS	ISSUE DATE
JOB NO 15-087	
DATE 10/12/2017	DESIGNER TAS
DRAWN RV	CHECKED TAS

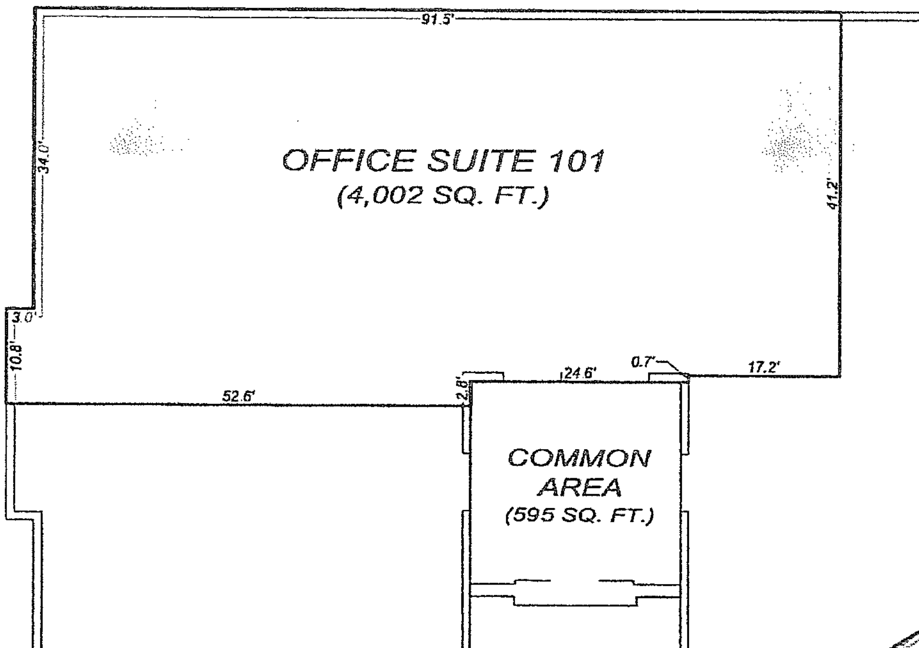
SHEET: 1 OF 1

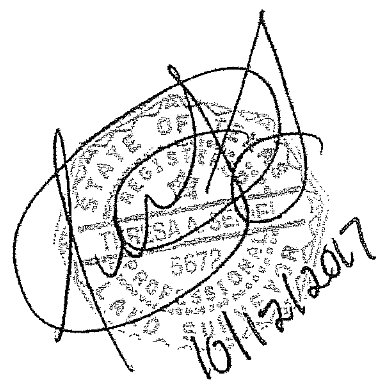
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

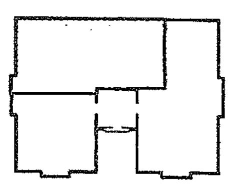


SCALE : 1"=20'

0' 20'







KEY PLAN
NOT TO SCALE

BUILDING 2

EXHIBIT OF PHASE I
SUITE 101
4,002 SQUARE FEET

ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING 12100 PARK 35 CIRCLE BLDG A, SUITE 156 MC-230 AUSTIN, TX 78753 PHONE 512-239-5263 ; FAX 512-239-5253

KFW SURVEYING

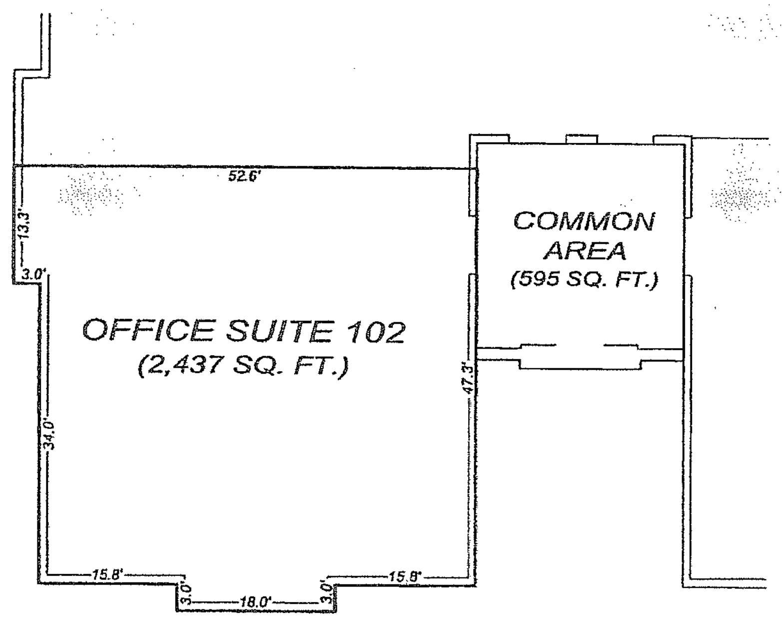
ADDRESS: 4358 LOCKHILL SELMA ROAD
SAN ANTONIO, TEXAS,

REVISIONS	ISSUE DATE
JOB NO. 15-057	
DATE: 10/12/2107	DESIGNER: TAS
DRAWN: RV	CHECKED: TAS

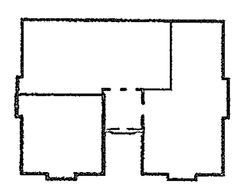
SHEET: 1 OF 1

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANTS ORIGINAL SIGNATURE AND SEAL.

SCALE : 1"=20'



10/12/2017



KEY PLAN
NOT TO SCALE

BUILDING 1

EXHIBIT OF PHASE I
SUITE 102
2,437 SQUARE FEET

ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO,
THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
12100 PARK 35 CIRCLE BLDG. A, SUITE 156 MC-230 AUSTIN, TX 78753
PHONE 512 239-5263 , FAX 512-239-5253

KFW SURVEYING

ADDRESS: 4358 LOCKHILL SELMA ROAD
SAN ANTONIO, TEXAS,

REVISIONS	ISSUE DATE
JOB NO 15-067	
DATE 10/12/2017	DESIGNER TAS
DRAWN RY	CHECKED TAS

SHEET: 1 OF 1

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANTS ORIGINAL SIGNATURE AND SEAL

APPENDIX E

EASEMENTS AND LICENSES

A description of and the recording data for recorded easements, licenses, restrictions, liens, leases, or encumbrances appurtenant to or included in the Property or to which any portion of the Property is or may become subject by reservation in this Declaration, may include the following:

a. **15' Landscape Buffer Easement as shown on plat recorded in Volume 9692, Page 187, Deed and Plat Records, Bexar County, Texas.**

b. **14' Electric, Gas, Telephone & Cable TV Easement as shown on plat recorded in Volume 9692, Page 187, Deed and Plat Records, Bexar County, Texas.**

c. **Variable Width Drainage Easement as shown on plat recorded in Volume 9692, Page 187, Deed and Plat Records, Bexar County, Texas.**

d. **7.5' Side Setback line as shown on plat recorded in Volume 9692, Page 187, Deed and Plat Records, Bexar County, Texas.**

e. **10' Drainage Easement as shown on plat recorded in Volume 9692, Page 187, Deed and Plat Records, Bexar County, Texas.**

f. **16' Sanitary Sewer Easement as shown on plat recorded in Volume 9692, Page 187, Deed and Plat Records, Bexar County, Texas.**

g. **25' x 25' Sanitary Sewer Turnaround Easement as shown on plat recorded in Volume 9692, Page 187, Deed and Plat Records, Bexar County, Texas.**

h. **Variable Width Building Setback line as shown on plat recorded in Volume 9692, Page 187, Deed and Plat Records, Bexar County, Texas.**

i. **15' Sign Easement as shown on plat recorded in Volume 9692, Page 187, Deed and Plat Records, Bexar County, Texas.**

j. **15' Side Setback line as shown on plat recorded in Volume 9692, Page 187, Deed and Plat Records, Bexar County, Texas.**

k. **40' Landscape Buffer as shown on plat recorded in Volume 9692, Page 187, Deed and Plat Records, Bexar County, Texas.**

l. **Easement and Right of Way granted to the City of San Antonio for the purpose(s) provided in instrument recorded in Volume 7505, Page 884, Deed Records, Bexar County, Texas, depicted as a 75' Overhead Electric & Distribution Easement on** plat recorded in Volume 9692, Page 187, Deed and Plat Records of Bexar County, Texas.

m. Edwards Aquifer Protection Plan as described in instrument recorded in Volume 13363, Page 2131, Real Property Records, Bexar County, Texas.

n. Utility Service Agreement as described in instrument recorded in Volume 13617, Page 1724, Real Property Records of Bexar County, Texas.

o. Covenants providing for assessments payable to Shavano Park Business Center Association, as set forth in instrument recorded in/under Volume 8876, Page 1121, Volume 11910, Page 520, of the Real Property Records of BEXAR County, Texas.

p. Drainage Easement Agreement dated December 18, 2015, recorded in Volume 17653, Page 194, Real Property Records, Bexar County, Texas.

q. Sanitary Sewer Easement Agreement dated December 18, 2015, recorded in Volume 17653, Page 208, Real Property Records, Bexar County, Texas.

r. Access Easement Agreement dated December 18, 2015, recorded in Volume 17653, Page 221, Real Property Records, Bexar County, Texas.

s. Ingress and Egress Easement according to plat recorded in Volume 9692, Page 187, Deed and Plat Records of Bexar County, Texas.

APPENDIX F

CONSENT AND SUBORDINATION

The undersigned, beneficiary under various deeds of trust approves the foregoing Declaration (the "Declaration").

International Bank of Commerce

by: ______________________
Name: Natividо Lozano III
Title: Executive Vice President

STATE OF TEXAS §
§
COUNTY OF BEXAR

This instrument was acknowledged before me on this 17 **day of October, 2017, by** Natividо Lozano III **, the** Executive VP **of International Bank of Commerce, on behalf of said Bank.**

____
Notary Public - State of Texas

OLGA L. FORES
Notary Public
State of Texas
ID# 12626731-8
My Comm. Exp. 9-6-2021

Doc# 20170208157
Pages 61
10/20/2017 10:09AM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees $262.00