

**DECLARATION OF
WESTOVER OFFICE CONDOMINIUMS**

This Declaration of **WESTOVER OFFICE CONDOMINIUMS**, an office condominium, (this "Declaration") is made by **WESTOVER OFFICES, 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 the Westover Office Condominiums.

Declarant has developed and/or is developing the real property located at 9710 Westover Boulevard in San Antonio, Texas, with an office condominium project to be known as *Westover Office Condominiums*. Declarant further desires to provide for the preservation and maintenance of portions of Westover Office Condominiums, and to protect the value, desirability, and attractiveness of Westover Office Condominiums. 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 shall inure to the benefit of each Owner of the Property.

ARTICLE 1
DEFINITIONS

1.1. 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.

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

1.3. "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 superseded by one or more other statutes.

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 Westover Offices Property Owners Association, Inc., a Texas nonprofit corporation, doing business as Westover Office Condominium Owners Association. 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 each of the seven office Buildings (each comprising a Unit) and all appurtenant improvements. Each Building constitutes a Unit.

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

1.9. "Common Elements" means all of the Property, save and except the Units. All Common Elements are "General Common Elements" as defined in the Act. The Common Elements include, but are not limited to, the following:

- a. The free-standing monument sign identifying the Condominium Regime;
- b. The grounds, gardens, trees, and other landscaped areas of the Property, including any irrigation systems and/or equipment serving such landscaped areas; and
- c. The light standards, central dumpster area, central mailbox area, boundary fences, driveways, sidewalks, and parking areas serving the Condominium Regime.

1.10. "Declarant" means Westover Offices, LLC, a Texas limited liability company, who will be marketing the Property.

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 until Declarant no longer owns a Unit within the Property. Declarant may terminate the Declarant Control Period at any time earlier than the aforesaid period by recording a notice of termination in the Official Public Records of Bexar County, Texas.

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

1.13. "Development Period" means the period beginning the date this Declaration is recorded, and ending on that date that Declarant no longer owns a Unit within the Property, during which Declarant has certain rights pursuant to this Declaration and Appendix B hereto, including rights related to further development, construction, and marketing of the Property. Declarant may terminate the Development Period at any time earlier than the aforesaid period by recording a notice of termination in the Official Public Records of Bexar County, Texas.

1.14. "Documents" means, singly or collectively as the case may be, this Declaration, the Project and Unit Plans attached to the Declaration, the Bylaws of the Association, the Association's Certificate of Formation, and the Rules of the Association promulgated at the Association's reasonable discretion from time to time, as any of these Rules 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 vendor's lien or senior or first deed of trust lien against a Unit.

1.18. "Occupant" means an Occupant of a Unit, regardless of whether the person or entity 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" or "Condominium Regime" means all the land subject to this Declaration and all improvements, easements, rights, and appurtenances to such land. The name of the Property is Westover Office Condominiums. The Property is located entirely in the City of San Antonio (the "City"), Bexar County, Texas, and 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. They may be modified from time to time by the Association.

1.22. "Unit" means a physical portion of the Property designated by this Declaration for separate ownership, the locations and dimensions of which are shown on the Project and Unit Drawings attached hereto as Appendix D, as further described in Article 4 of this Declaration. Each Unit is more particularly described on Appendix C attached hereto. Where the context indicates or requires, "Unit" includes the related Building and all other improvements thereon comprising the Unit including those components more particularly set forth in Section 4.3 hereof. The term "Unit" and the term "Building" are sometimes used interchangeably in this Declaration.

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 respective heirs, successors, and assigns and inure to the benefit of each Owner of 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 of the Association as they may change from time to time.

2.2. Recorded Easements. In addition to the easements and restrictions contained in this Declaration, the Property is subject to all easements of record affecting the Property, including any easement described in the attached Appendix E 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 any prior-recorded easements affecting the Property.

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 non-exclusive right and easement of enjoyment over the 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 the Common Elements for the maintenance or reconstruction of its Unit, subject to the consent of the Association, and provided the Owner's use of this easement does not damage or materially interfere with the use of the Common Elements. Requests for entry to a 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 a Common Element in exercising this easement, the Owner is obligated to restore the damaged property to its original condition, at its expense, within a reasonable period of time.

3.4. Owner's Ingress/Egress Easement. Every Owner is granted a perpetual non-exclusive easement over the Property, as may be reasonably required, for vehicular ingress to and egress from its Unit.

3.5. Owner's Encroachment Easement. Every Owner is granted an easement for the existence and continuance of any encroachment by its Unit on a 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 all Common Elements 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 and Right to Correct. For a period of ten (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. 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 its sole responsibility to provide security for its own persons 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 any 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, Occupant, 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 AND UNIT BOUNDARIES, AND ALLOCATIONS OF INTERESTS

4.1. Nature of Unit. Each Unit is described as a one-story Building located on the ground as shown on the Project and Unit Drawings attached as Appendix D. Each Unit consists of

an entire Building. Each Owner owns its entire Building, both the interior and exterior thereof, and all attachments thereto. The Unit includes the surface of a designated piece of land, and the airspace above such surface, and anything below the surface that serves or supports the above- surface improvements.

4.2. Unit Boundaries. The dimensions and identifying number of each Unit/Building are shown on the Project and Unit Drawings attached as Appendix D, which said Project and Unit Drawings include a site plan, as-built survey, and plat of the Property.

NOTICE

You own the entire Unit – including the Building – inside and out, and everything in between – including the roof, foundation, and exterior walls.

4.3. What the Unit Includes. Each Unit includes the entire Building, housing such Unit, and further includes 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 the permitted exterior signs described in Section 10.14 hereof and 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 or entry slabs, stoops, roof, exterior walls, windows, exterior doors, and related exterior entry areas serving the Buildings, whether or not covered by metal awnings approved by Declarant or the Association – everything inside the Building and everything affixed to the outside of the Building, as well as the permitted exterior signs serving a Building referred to in Section 10.14 hereof.

4.4. Allocation of Interests.

4.4.1 Seven Units Comprise Condominium Regime. The Property consists of seven (7) equally sized Units/Buildings. The sizes of each of the existing Units/Buildings are shown on Appendix C. The allocation of Common Elements attributable for each Unit is also set forth shown on Appendix C. Each Owner of a Unit will own an undivided percentage interest in and to the Common Elements as set forth on Appendix C. In no event may a Unit be subdivided or modified in any manner so as to create additional Units or to reduce the size of a Unit.

4.4.2. Common Element Expense Liabilities. The percentage of liability for Common Element expenses allocated to each Unit is the same as each Unit's Common Elements percentage interest.

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 must be 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 at the regular intervals determined by the Board is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with title to the Unit. Such obligation survives any foreclosure or other conveyance of a Unit.

IF YOU OWN A WESTOVER OFFICE CONDOMINIUM UNIT, YOU MUST PAY ASSESSMENTS TO THE ASSOCIATION.

5.3. Types of Assessments. There are four (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. Utilities billed to the Association.
- c. Services billed to the Association and serving all Units.
- d. Taxes on property owned by the Association, if any, and the Association's income taxes. During the Development Period, Appendix B has priority over the main body of this Declaration.
- e. Management, legal, accounting, auditing, and professional fees for services to the Association.

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

g. Insurance premiums and deductibles provided for herein.

h. Contributions to any reserve funds.

i. 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.

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 those Special Assessments for the following purposes must be approved by at least a majority of the votes in the Association: (1) construction of additional improvements to the Property – not repair or replacement of existing improvements, and (2) 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 its 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 the 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 ten (10) days after notice of the Special or Individual Assessment is given. The Board reserves the right to collect Regular Assessments on a quarterly or semi-annual basis. The amount of Regular Assessments and the Due Dates thereof (if other than on a monthly basis) shall be communicated by the Association to each Owner.

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 and 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, and (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. This Section does not obligate the Board 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 (1) real property taxes and Assessments levied by governmental and taxing authorities and (2) 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.

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 eighteen percent (18%) per annum or the maximum permitted by law. If the Board fails to establish a rate, the rate is twelve percent (12%) 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 attorney's fees and processing fees charged by the Association.

7.4. Acceleration. If an Owner defaults in paying an Assessment that is payable in installments, the Association may accelerate the remaining installments on ten (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 thirty (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 paying owner 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 and Building, the Association may perform the work at the Owner's expense, but shall not be obligated to do so.

8.2. Association Maintenance. 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. Any real and personal property owned by the Association, but which is not a Common Element, such as a Unit owned by the Association, if applicable.
- c. 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. 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.
- b. The routine cleaning, maintenance, and upkeep of any exterior doorway entry areas of serving a Unit, including any metal awnings covering such areas, as applicable.
- c. To keep all other portions of his Unit that are readily 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, maintain, and replace exterior lights on the Unit's Building 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, or the property of another Owner.

8.4. 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 and uniformity. 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 of the City and State and federal laws.

BEFORE MAKING ANY IMPROVEMENT OR ALTERATION TO ANY PART OF THE UNIT OR BUILDING, AN OWNER MUST APPLY FOR THE BOARD'S PRIOR WRITTEN APPROVAL.

9.4. Prohibition of Construction, Alteration, and 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 readily 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 two (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 sixty (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 forty-five (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 readily visible from the Common Elements.

9.5.4. Deemed Declarant Approval. 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 and the Association.

9.6. Prohibited Acts. The types of acts that may not be commenced without the Board's prior written approval, which may be withheld, in the Board's sole judgement, 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 readily 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. Further modifications to exterior doorway areas of a Unit covered by metal awnings beyond what was originally selected and required by Declarant or any alterations or additional improvements to such exterior entry areas, whether or not covered by metal awnings.

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. 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 leasing of Units.
 - h. Parking Lots serving the Units.
 - i. Vehicles parked on the Property
 - j. Disposition of trash and control of vermin, termites, and pests.
 - k. The appearance of the metal awning covered exterior doorway areas or any other exterior doors serving a Building, whether or not covered with a metal awning, it being the intent of Declarant that all exterior doors and metal awnings that are a part of a Building be uniform in composition and appearance as viewed from the Common Elements.
- l. 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 Common Element may be used in any way that: (1) may reasonably be considered as a material annoyance to neighbors; (2) may be calculated to materially 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 a material annoyance.

EVERY OWNER, OCCUPANT, AND LESSEE OF WESTOVER OFFICE CONDOMINIUMS IS EXPECTED TO COMPLY WITH ANY RULES ADOPTED BY THE BOARD OF DIRECTORS FROM TIME TO TIME.

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 readily 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. Office Uses. The Property is a commercial office park for which all Units must be used solely for general office purposes.

10.7. Additional Prohibited Uses. In view of the fact that all Units are restricted to general office purposes only, no space in a Unit may be used or occupied for retail or restaurant purposes, or as a temporary or permanent dwelling or residence for any period of time. All office uses must conform to uses permitted in an "0-1 Office District" as described in the City's zoning ordinances, which said applicable ordinances will govern the Property, and may not materially interfere with the use and enjoyment of other Units in the Property.

10.8. 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.

10.9. 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.

10.10. Landscaping. No Owner or Occupant may perform landscaping, planting, or gardening anywhere upon the Property without the Board's prior written authorization. The Association shall endeavor to maintain and irrigate (to the extent permitted by the watering restrictions of the San Antonio Water System) all landscaped areas within the Common Elements.

10.11. Noise and 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 or limit the use of noise-producing security devices.

10.12. Exterior Doors. All exterior doors serving a Buildings within the Property must be general uniform in style, composition, and appearance with the other approved exterior doors. Such exterior doors may be covered by metal awnings of a size, style, and appearance approved by Declarant of the Association. Attached hereto as Appendix F is a depiction of a metal awning that has been and will be approved by Declarant or the Association, it being their goal to achieve general uniformity throughout the Property with respect to such metal awnings. Additional exterior doors with or without metal awnings will also be permitted.

10.13. General 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 Declarant or the Association. Uniformity in appearance is the goal. 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 and the location of such sign on the applicable Building. 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.

10.14. Permitted Exterior Signs Identifying Buildings Number and Name of Occupant(s). Notwithstanding anything contained in Section 10.13 to the contrary, each Unit may have an exterior sign identifying the Building number of the Unit and the name or names of the Occupants therein, such sign being fabricated and installed, in strict accordance with the specifications set forth on Appendix G attached hereto. The location of each such exterior sign must be in close proximity to the Building it is identifying. Additional exterior signs for additional Occupants of the Building will be permitted, subject to the fulfillment of all similar conditions governing the entry area for the main door of the Unit and the exterior sign in close proximity thereto. Any proposed exterior sign not strictly meeting the criteria of Appendix G be removed by Declarant of the Association if the Owners fails to promptly correct the deficiencies of such exterior sign after written notice. The purpose of this Section 10.14 is to achieve uniformity with respect to exterior identification signs within the Property. All such exterior signs shall be maintained at the sole expense of the Owner of the Unit that is served by such sign.

10.15. Structural Integrity. No Owner or Occupant 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.

10.16. Television Service. Each Owner or 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. 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.

10.16.1. 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, regard less of whether the Unit Owner purchases, uses, or has actual knowledge of the satellite dish or antenna.

10.16.2. 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 to the extent that it is commercially practicable.

10.16.3. 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.

10.16.4. 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.

10.16.5. 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.

10.16.6. 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.

10.17. Window Treatments. The Buildings are 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 Building standard established by the Declarant or Board. All window treatments within the Unit, that are visible from the street or the Common Elements, must be maintained in good condition and must not detract from the appearance of the Building. 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.

10.18. 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 three (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) unless otherwise approved by Declarant or the Association.

10.19. Parking. Parking for the Owners and Occupants, and the Invitees of the Owners and Occupants, is on a first come first serve basis and each Unit is allotted three (3) parking spaces per 1,000 square feet of Building area of each Unit. Neither the Declarant nor the Association shall have any responsibility for enforcement of parking, unless as otherwise expressly provided herein. The Board, however, expressly reserves the right to enforce any applicable parking restrictions or Rules governing parking promulgated by the Association from time to time and to assign specific parking spaces to specific Units in a fair and equitable manner if it determines that such action would be in the best interests of all the Owners.

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 thirty (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 all 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 ten (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 and 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 the filing of its Certificate of Formation with the Texas Secretary of State. 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 THE WESTOVER OFFICE CONDOMINIUMS AUTOMATICALLY BELONGS TO 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 Certificate of Formation provide otherwise, the Board will consist of three (3) persons elected at the annual meeting of the Association subject to the provisions of Appendix B which will take precedence during the Declarant Control Period, 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. Notwithstanding the foregoing, only one

(1) vote may be cast for any Unit, and the multiple owners must determine how such vote will be cast. If they cannot agree and resulting vote shall be ineffective. 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 thirty (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 and 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 reasonably available for inspection and copying pursuant to the requirements of the Texas Business Organizations Code.

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 thirty (30) days after acquiring an interest in a Unit, within thirty (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. Payment of 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. Compliance. Each Owner will comply with the Documents as amended from time to time.

12.9.4. Reimbursements by Owners. 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, an Occupant, or 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 a lawsuit 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 rights 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. Fines. 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 action, 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 an Occupant 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 non-prevailing 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 is not later than the thirtieth (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 twelve (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 and shall be governed by the Act where applicable. 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. Insurers. 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. Insureds. 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. Mortgagee 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.

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 Occupant 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.

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 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 three (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 and 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. Owners Responsibilities to Insure Units. The Association does not insure the Unit or the Building, or the contents of the Unit and Building. Each Owner shall be obligated to insure his Building for its full replacement cost. Each Owner and Occupant is also 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. ***As an Owner, you may be under-insured. The Owner is responsible for insurance for Owner's Building and other improvements and contents of the Unit.***

14.8. Owner's Specific Obligations for Insurance. Each Owner will be obligated to obtain and maintain property insurance on all insurable improvements of his Unit and Building, in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction of such Unit and Building 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 to reimburse the Association 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 Occupant is solely responsible for insuring the personal property on the Property and on or in the Unit with standard contents coverage.

14.9. Other Policies. The Association may maintain any insurance policies and bonds deemed by the Board to be reasonably 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 82.111(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 two (2) Association directors.

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 portion of the 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 then 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 portion of the Property. Costs may include premiums for bonds and fees for the services of professionals, as the Board deems appropriate or necessary, to assist in estimating and supervising the repair.

15.3.2. Restoration Obligations. Common Elements will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Any alternate plans and specifications for repair and restoration of Common Elements 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. Owner's Obligations. Within sixty (60) days after the date of damage, the Owner will begin repair or reconstruction of his Unit and will complete the construction of any damage to the shell of the Building that was damaged, inclusive of the exterior walls and roof, in accordance with their original construction plans, as well as the interior of the Building, subject to the right of the Association to supervise, approve, or disapprove repair or restoration during the course thereof.

15.4.2. Failure to Repair. If an Owner fails to repair or restore damage as required by this Section, the Association may affect 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 written notice of the Association's intent to do so.

15.5. Owner's Liability for Insurance Deductible. If repair or restoration of Common Elements is required as a result of an insured loss associated with a Unit or Building, 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 Takings. 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 sixty-seven percent (67%) of the votes in the Association and by certain mortgagees pursuant to the Mortgagee Protection Article of this Declaration.

16.2.2. Total Takings. 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 eighty percent (80%) 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, "fifty-one percent (51%) of Eligible Mortgagees" means Eligible Mortgagees of fifty-one percent (51%) 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 sixty-seven percent (67%) of the votes in the Association, and by at least fifty-one percent (51%) of Eligible Mortgagees. An action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by at least sixty-seven percent (67%) of Eligible Mortgagees.

17.3. Implied Approval. The approval of an Eligible Mortgagee is implied when the Eligible Mortgagee fails to respond within thirty (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 to the last known address of the Eligible Mortgagee.

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. Rights 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. 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 sixty (60) day or longer delinquency in the payment of Assessments or charges owed by the Owner of any 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.

17.6. Amendments of a Material Nature. A Document amendment of a material nature must be approved by Owners representing at least sixty-seven percent (67%) of the votes in the Association, and by at least fifty-one percent (51%) of Eligible Mortgagees:

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 twenty-five percent (25%), 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 Common Elements, or rights to their use.

f. Property or fidelity insurance requirements.

g. Imposition of any restrictions on the leasing of Units.

h. Imposition of any restrictions on Owners' rights to sell, convey, or otherwise dispose of or transfer their Units.

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

j. 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 Official Public 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 will hereinafter become obsolete, beginning fifteen (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 appendices are not re-lettered. 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 and Definitions. The Association, the Owners, Declarant, all persons or entities subject to this Declaration, and any person or entity 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:

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 sixty (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 one hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (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 five (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 thirty (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 forty-five (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 attorney's 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 the Property.

20.2. Higher Authority. The Documents are subordinate to applicable 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 ordinances.

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 or delivered 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 statement.

20.6. Captions. The captions of Articles and Sections herein contained 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. Appendices. The following appendices are attached to this Declaration and are incorporated herein by reference:

- A – Description of Property
- B – Declaration Control Period and Declarant Representations and Reservations
- C – Schedule of Units and Allocated Interests in and to Common Elements
- D – Project and Unit Drawings
- E – Easements
- F – Depiction of Metal Awnings
- G – Exterior Signage Specifications

Signed and acknowledged this 1st day of November, 2022.

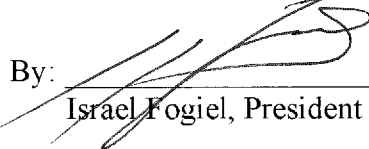
DECLARANT:

WESTOVER OFFICES, LLC,
a Texas limited liability company

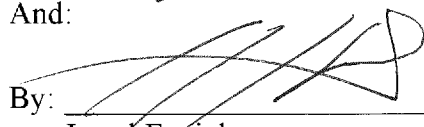
By: Its Managers:

GAC MANAGEMENT CO., LTD.,
a Texas limited partnership

By: GA Companies, LLC,
a Texas limited liability company, Its General Partner

By: 
Israel Fogiel, President

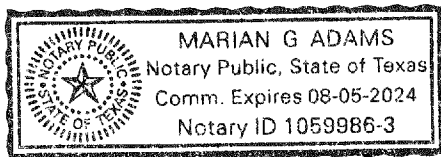
And:

By: 
Israel Fogiel

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 1st day of November, 2022 by Israel Fogiel, Individually, and as President of GA Companies, LLC, a Texas limited liability company, General Partner of GAC Management Co., Ltd., a Texas limited partnership, on behalf of such entities.


Notary Public, The State of Texas



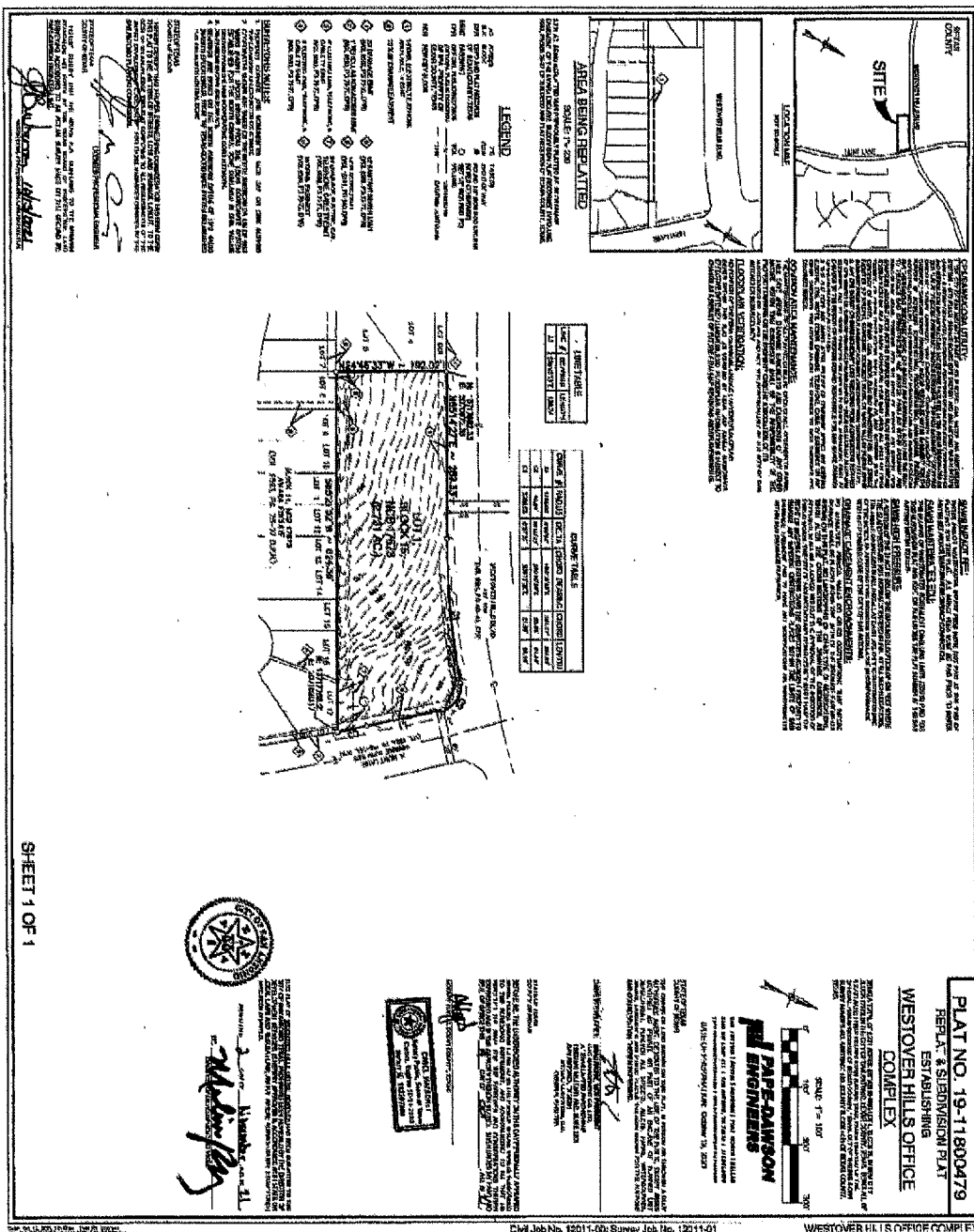
APPENDIX A

Description of Property

A 2.731-acre tract known as Lot 1, Block 15, NCB 17673 of Westover Hills Office Complex Subdivision, according to a plat thereof recorded in Volume 20002, Page 1214 of the Official Public Records of Bexar County, Texas, a copy of such recorded plat being attached hereto.



Plat Recorded on November 5 , 2021
Vol: 20002 Page: 1214



APPENDIX B

Declarant Control Period and Declarant Representations and Reservations

B.1. General Provisions.

B.1.1. Introduction. Declarant intends the Declaration to be perpetual and acknowledges that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As an aid to future users of the Owners, Declarant is compiling the Declarant-related provisions in this Appendix.

B.1.2. General Reservation and 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 interest in the Property.

B.1.3. Purpose of Development Period and Declarant Control Period. This Appendix gives Declarant certain rights during the Development Period and the Declarant Control Period (as such terms are defined in the Declaration) 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.

B.2. Declarant Control Period Reservations and Limitations. For the benefit and protection of Owner and Mortgagees, and for the purpose of ensuring a complete and orderly 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 until that date that Declarant no longer owns a Unit.

B.2.2. Officers and Directors. During the Declarant Control Period the Board may consist of three (3) persons. Declarant may appoint, remove, and replace any officer or director of the Association during the Declarant Control Period, none of whom need be members or Owners, and each of whom is indemnified by the Association as a "Leader". Within one hundred twenty (120) days after the expiration of the Declarant Control Period the Board will be elected by Owners other than Declarant.

B.2.3. Organizational Meeting. Within one hundred twenty (120) days after the end of the Declarant Control Period, the Owners will elect all the directors to the Board at an organizational annual meeting of the members of the Association. Declarant or the Association will give written notice of the organizational annual meeting to an Owner of each Unit at least ten (10) days before the meeting. For the organizational annual meeting, Owners of in excess of

twenty-five percent (25%) of the Units constitute a quorum. The Board elected at such organizational annual meeting will elect the officers of the Association not later than thirty (30) days after the organizational meeting.

B.2.4. Obligation for Assessment. Until the Association first levies regular Assessments Declarant must pay all of the expenses of the Property as they accrue. After the initial levy, the Declarant has the following two (2) options until the end of the Declarant Control Period:

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 outlay of the Association.

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.

B.2.6. Budget Control. During the Declarant Control Period, the right of Owners to veto Special Assessment 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 thirty (30) days’ notice to the manager, at any time after the 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. Otherwise, the Owners will continue to hold their percentage interests in and to the Common Elements as set forth on Appendix C. At the time of conveyance, the Common Elements 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, and 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, phasing, or withdrawal. Construction of all of the shells of the Buildings (i.e. foundations, roof, and exterior walls) comprising the Property have been substantially completed. 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.

B.3.2. 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.

B.3.3. Transfer Fees. During the Development Period, Declarant may not be required to pay transfer-related and resale certificate fees.

B.3.4. 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 correct any defects or errors in the preparation or execution of this Declaration or the other Documents.

b. To resolve conflicts, clarify ambiguities, and/or to supplement or correct misstatements, errors, or omissions in the Declaration (inclusive of any Appendices attached thereto) or other Documents.

c. 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 owns a Unit. Earlier termination of certain rights may occur by statute.

a. The right to complete or make improvements indicated on the Project and Unit Drawings, as they may be modified, to the extent not fully completed as of the date that this Declaration is recorded.

b. 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.

c. 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 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 from time to time within the Property.

d. 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 maintaining, managing, and marketing the Property, and for discharging Declarant obligations under the Act and this Declaration.

e. The right to appoint or remove any Declarant-appointed officer or director of the Association during the Declarant Control Period.

B.5. Additional Easements and 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. Request 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 to Common Elements and Units used by Declarant as models and offices a 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 one hundred twenty (120) days after the expiration 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 two (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 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.

B.7. Compliance with Statutes. In the event any provisions of this Declaration violate any applicable statute that governs the Condominium Regime, such provisions shall be deemed to be modified in a manner so as to comply with such statutes and Declarant shall have the right to memorialize and record such resulting modifications in an amendment to this Declaration.

APPENDIX C**Schedule of Units and Allocated Interests in and to Common Elements**

Unit	Building	Square Footage	Percentage of Common Element Ownership	Percentage of Liability for Common Expenses	Weight of Vote
1	Building 1	3,015.6	14.285%	14.285%	1
2	Building 2	3,015.6	14.285%	14.285%	1
3	Building 3	3,015.6	14.285%	14.285%	1
4	Building 4	3,015.6	14.285%	14.285%	1
5	Building 5	3,015.6	14.285%	14.285%	1
6	Building 6	3,015.6	14.285%	14.285%	1
7	Building 7	3,015.6	14.285%	14.285%	1

APPENDIX D

Project and Unit Drawings for Westover Office Condominiums

(see attached site plan, survey, and plat of the Property)

LEGEND

1. EXISTING	2. NEW
3. EXISTING	4. NEW
5. EXISTING	6. NEW
7. EXISTING	8. NEW
9. EXISTING	10. NEW
11. EXISTING	12. NEW
13. EXISTING	14. NEW
15. EXISTING	16. NEW
17. EXISTING	18. NEW
19. EXISTING	20. NEW
21. EXISTING	22. NEW
23. EXISTING	24. NEW
25. EXISTING	26. NEW
27. EXISTING	28. NEW
29. EXISTING	30. NEW
31. EXISTING	32. NEW
33. EXISTING	34. NEW
35. EXISTING	36. NEW
37. EXISTING	38. NEW
39. EXISTING	40. NEW
41. EXISTING	42. NEW
43. EXISTING	44. NEW
45. EXISTING	46. NEW
47. EXISTING	48. NEW
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87. EXISTING	88. NEW
89. EXISTING	90. NEW
91. EXISTING	92. NEW
93. EXISTING	94. NEW
95. EXISTING	96. NEW
97. EXISTING	98. NEW
99. EXISTING	100. NEW

CONCRETE WALL

NO.	DESCRIPTION	DATE
1	CONCRETE WALL	1964
2	CONCRETE WALL	1964
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71	CONCRETE WALL	1964
72	CONCRETE WALL	1964
73		

APPENDIX E

Easements

A description of and the recording data for recorded easements, licenses, restrictions, liens, lease, 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:

- That one certain twenty feet (20') wide drainage easement along the north and east boundaries of the Property depicted on the plat of the Property recorded in Volume 20002, Page 1214 of the Official Public Records of Bexar County, Texas.

APPENDIX F

Depiction of Metal Awning

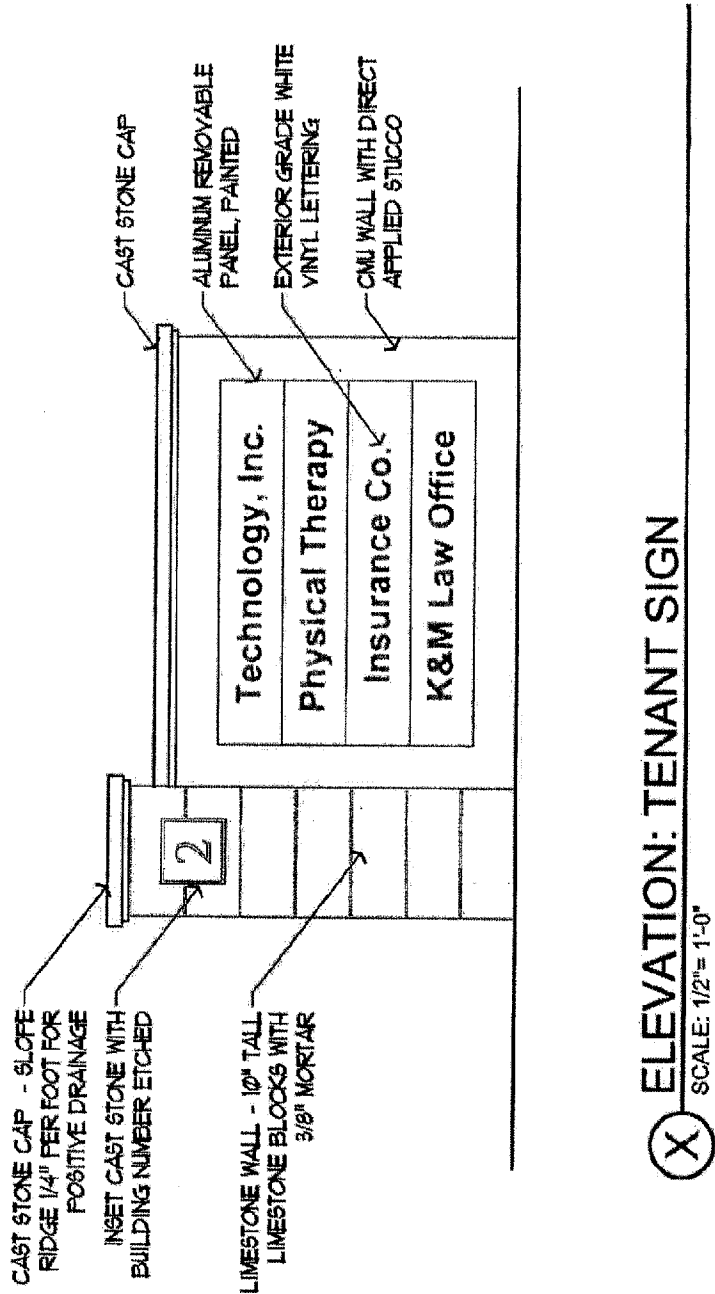
(see attached)

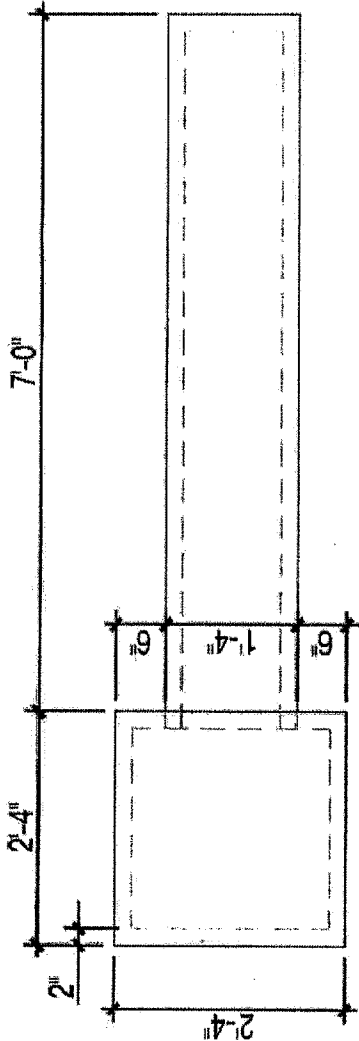


APPENDIX G

Exterior Signage Specifications

(see attached)





PLAN: TENANT SIGN

SCALE: 1/2" = 1'-0"



File Information

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

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**** Do Not Remove ****

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

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 11/2/2022 3:15 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk