

101.02

STATE OF TEXAS
COUNTY OF BEXAR

691848

Marshall STEVEN
MATTHEWS & BRANSON
106 S. St. Mary's
SAT 78222
(226-2211)

DECLARATION
RIVERVIEW CONDOMINIUM

THIS DECLARATION (hereinafter called "declaration") is made and executed by Peery Flume Properties, Inc., a Texas corporation, ("Declarant"), in accordance with the provisions of the Texas Condominium Act, Article 1301a, Revised Civil Statutes of Texas, hereinafter referred to as the "Act", and constitutes the complete Condominium Declaration affecting the property herein described.

1. RECITALS.

1.1 The "Property" is located in the City of San Antonio, Bexar County, Texas, hereinafter more particularly described.

1.2 Declarant, by recording this declaration, submits the Property to the provisions of the Act.

1.3 The covenants, conditions and restrictions contained in this declaration and in the Exhibits attached hereto shall be enforceable equitable servitudes and shall run with the Property.

1.4 Attached hereto as Exhibits "A" and "B" and made a part hereof are such plats of the Property ("plats"), as are required by the Act.

1.5 The administration of the Property shall be governed by this declaration and the Bylaws of the Owners Association which are embodied in a separate instrument, a true copy of which shall be recorded in the Real Property Records of Bexar County, Texas contemporaneously with the recordation hereof.

1.6 All terms used in this declaration and the Bylaws shall have the same definition as the terms defined in the Act, unless the Act allows for a variation of the terms and such variation is stated herein.

1.7 The Property shall be known as Riverview Condominium.

1.8 Declarant is the sole owner of the Property.

1.9 The period during which the rights, duties and functions of the Association are exercised by Declarant, its agents, officers and employees, may hereafter in this declaration and the Bylaws be referred to as the "development period."

2. DESCRIPTION OF THE LAND.

The land, of which the Property is a part, and on which the buildings and improvements are located ("land"), is described as follows:

Lot 21, New City Block 180, in the Corporate Limits of the City of San Antonio, Bexar County, Texas according to plat thereof recorded in Volume 9400, Page 89 of the Deed and Plat Records of Bexar County, Texas.

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3. DESCRIPTION OF THE BUILDINGS.

3.1 The buildings (the "buildings") located on the land are described as follows:

Building A and B as shown on the plat contains residential apartments and four (4) special parking units. The residential apartments, shown on the plat, consist of typical floor plans as follows:

A-E Floor Plans-- One story apartments with the numeral 1 indicating the lowermost apartment situated immediately above the parking level, the numeral 2 indicating the apartments immediately above the number 1 apartments and the numeral 3 indicating the apartments immediately above the number 2 apartments.

F-1 and G-1
Floor Plans-- One story apartments situated immediately above the parking level.

F-2 Floor Plan-- Two story apartment situated upon the middle and uppermost levels of the buildings.

G-2 Floor Plan-- Two story apartment and loft space situated upon the middle and uppermost levels of the buildings.

4. DESCRIPTION OF APARTMENTS AND SPECIAL PARKING UNITS

4.1 Each apartment, including the "Special Parking Units" (as hereinafter defined), has immediate access to the common elements. Exhibit "C", attached hereto, is a table setting forth the building and number of each apartment, the approximate square footage in the apartment and the percentage of undivided interest in the common elements appertaining to said apartment. The apartments are more particularly described in the plats attached hereto as Exhibit "B". In interpreting the plats or deed or any other instrument affecting a building or apartment, the boundaries of the building or apartment as it is constructed or reconstructed, shall be conclusively presumed to be the actual boundaries rather than the description expressed in the plats notwithstanding minor variations between the boundaries shown on the plats and those of the buildings or apartment as located and erected.

4.2 The boundary lines of each residential apartment are the undecorated and/or unfinished interior surfaces of its perimeter or bearing walls, windows and doors; its lowermost floor and uppermost ceiling. Each apartment shall include both the portions of the building in which it is located that are not common elements within such boundary lines and the space so encompassed, excepting common elements. Without limitation, an apartment also includes any finishing material such as wall paper, paneling, carpeting and parquet flooring applied or affixed to the interior surfaces of the interior walls, floors, and ceilings; non-supporting interior walls; and all utility pipes, lines, systems, fixtures, or appliances found within the boundary lines of the apartment and servicing only that apartment; and all doors, windows and screens. Each apartment shall include its related garage as shown on the plats.

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4.3 All air conditioning and heating equipment, including compressors and other related apparatuses which may be located on the common elements, are included as a part of its associated apartment.

4.4 The Special Parking Units consist of parking space numbers 20, 21, 22, and 23, each being nine feet (9') in width and eighteen feet (18') in length, and extending in height to the bottom of the upper surface of the parking level, situated within the ground floor parking area of the buildings as shown on the plats attached hereto as Exhibit "B". Each of such Special Parking Units shall, for all purposes, be deemed to be condominium apartments subject to this declaration and the Act and may be, from time to time, individually sold, conveyed, transferred or encumbered by the owners thereof in the same manner as each of the apartments subject hereto. Such Special Parking Units are sometimes hereinafter referred to as apartments. The owners of such Special Parking Units and their respective tenants and guests shall be permitted to use all common areas of the property including the swimming pool.

5. DESCRIPTION OF COMMON ELEMENTS.

The common elements shall mean and include every area, structure and facility which is not a part of an apartment including, but not limited to, the land on which the buildings are located, the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes and parking space canopies, the grounds, gardens; installations of all central services, including power, light, gas, hot and cold water, heating and air conditioning equipment, if any, servicing facilities comprising the common elements or more than one single apartment, and central garbage collection; the tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatuses and installations existing for common use and not for the exclusive use of a single apartment; the swimming pool; all driveways; all fences; utility pipes, lines, or systems servicing more than a single apartment; the lawn sprinkler system, if any; all ducts, flues, chutes, wires, conduits and other accessories and utility installations to the outlets used therewith; all limited common elements as hereinafter described; and all other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as common elements in the plat and all repairs and replacements of any of the foregoing.

6. DESCRIPTION OF LIMITED COMMON ELEMENTS.

Limited common elements shall mean and include those portions of the common elements reserved for the use of certain apartments to the exclusion of other apartments. The limited common elements shall be the decks that are immediately adjacent and contiguous to certain apartments and the parking spaces numbered on the plat and assigned in the deeds from the declarant to the initial apartment owners as being appurtenant to individual apartments. The exclusive use and occupancy of designated limited common elements is reserved to the apartment or apartments to which such limited common element is appurtenant; and each apartment owner is hereby granted an irrevocable exclusive license to use and occupy said limited common elements, and shall have the responsibility to maintain such limited common elements as hereinafter provided.

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7. APARTMENT OWNERSHIP.

7.1 The percentage of undivided interest in the common elements appertaining to each apartment and its owner for all purposes, including voting, is set forth in Exhibit "C".

7.2 An apartment owner shall have the exclusive ownership of his apartment and the use of the limited common elements appurtenant thereto subject to the provisions of this declaration and the Bylaws, and shall have a common right to share and use the common elements of the Property with the other apartment owners.

8. PURPOSE OF THE PROPERTY.

8.1 The purpose of the Property is to provide residential housing, parking and recreational facilities for apartment owners and their respective families, tenants and guests.

8.2 The apartments and common elements shall be occupied and used as follows:

8.2.1 A residential apartment owner shall not permit his apartment to be occupied or used other than as a private residence for a single family, without the express approval of the Association acting solely through the Board.

8.2.2 Each parking space, including the Special Parking Units, shall be used solely to park an operable motor vehicle, motorcycle or other wheeled conveyance. No boat, motor home, trailer or inoperable vehicle shall be stored in any parking space without the express written consent of the Association acting solely through the Board. No other storage shall be allowed in any parking space.

8.2.3 An apartment owner shall not obstruct or store anything within the common elements. Additionally no storage shall be permitted upon the patios and decks constituting limited common elements.

8.2.4 An apartment owner shall not permit anything to be done or kept in his apartment or in the limited common elements appurtenant to his apartment that would result in an increase in the cost of insurance on the Property, or that would result in the cancellation of insurance with respect to all or any part of the Property, or that would be in violation of any governmental law, ordinance or regulation.

8.2.5 No apartment owner shall permit any signs, pictures, banners, posters or other objects of any kind to be displayed to the public view from his apartment or from the limited common elements appurtenant to his apartment without the prior written approval of the Association acting solely through the Board.

8.2.6 Subject to reasonable rules and regulations as may be adopted by the Board, an apartment owner shall not permit any animals of any kind to be raised, bred or kept in his apartment or in the limited common elements appurtenant to his apartment, other than a combination of not more than two of the following: dog, cat, or other common household pet. All pets, while on the Property, shall be under the direct and constant supervision of their owner and shall not be permitted to wander the grounds

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unattended or disturb the rights of any owner to the peaceful enjoyment of his apartment.

8.2.7 An apartment owner shall not permit any obnoxious or offensive activity or nuisance to be carried on in his apartment or in the limited common elements appurtenant to his apartment.

8.2.8 An apartment owner shall not alter, construct in, or remove anything from the common elements. However, each apartment owner shall have an easement over and into the interior surfaces of the common elements abutting his apartment for the purpose of decoration, provided that this easement shall not be construed so as to allow the apartment owner to impair or alter the structural integrity of any portion of the Property or to change the boundaries of the apartment or to interfere with the rights of any other apartment owner in the common elements.

8.2.9 An apartment owner shall not violate any of the rules and regulations for the use of apartments, common elements or limited common elements adopted by the Board of Directors and furnished in writing to the apartment owners.

8.2.10 No apartment owner, with the exception of a lender in possession of an apartment following a default in any mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, shall be permitted to lease his apartment for transient or hotel purposes and in no event may less than an entire apartment be leased. The foregoing shall not apply to short term leases between one apartment owner and another apartment owner.

8.2.11 No apartment owner shall, in any manner, change or modify the exterior appearance of his apartment without the prior written approval of the Association acting solely through the Board.

8.2.12 An apartment owner shall not install or place in his apartment any window treatment visible from the exterior of the apartment which presents any finish other than a flat off white color or bronze matching the window framing.

8.2.13 Each apartment owner (other than owners of the Special Parking Units) shall assure that seventy five percent (75%) or more of the floor area with each room of his apartment is covered at all times with rugs, carpets or other sound absorbing materials in order to prevent nuisance to adjoining and neighboring apartments.

9. HOME OWNERS ASSOCIATION: BOARD OF DIRECTORS

9.1 The persons or entities, including the Declarant, who are, at the time of reference, the apartment owners shall constitute Riverview Condominium Owners Association ("Association") which shall be incorporated as Riverview Condominium Owners Association, a Texas non-profit corporation. The name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suits shall be brought and defended by the Board of Directors or officers thereof on behalf of, or as agent for the apartment owners in the manner specified by the Act, this declaration and/or the Bylaws, is: "Riverview Condominium Owners Association."

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The Association shall not include those having an interest in an apartment or apartments merely as security for the performance of an obligation.

9.2 The management and maintenance of the Property and the administration of the affairs of the Association shall be conducted by a Board of Directors ("Board") consisting of three (3) natural persons who must be apartment owners. The Board shall be elected as provided in the Bylaws. The rights, duties and functions given to, or imposed upon the Association and its Board of Directors may be exercised by Declarant, its agents, officers, employees and appointees (such appointees to include, at Declarant's option, one or more owners of apartments at Riverview Condominium), until 120 days after title to that number of apartments which represent seventy-five percent (75%) of the votes of all apartment owners is transferred by Declarant, or the expiration of three (3) years after the effective date hereof, whichever first occurs, at which time control of the Association shall become vested in the purchasers of the apartments. This period may hereafter in the declaration and the Bylaws be called the "development period." Declarant may, at its sole option, turn over such rights, duties and functions to the Association at an earlier date.

9.3 The Association, acting through the Board, shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Act, this declaration and the Bylaws, including but not limited to the following:

9.3.1 To make and enforce all house rules and administrative rules and regulations covering the operation and maintenance of the Property.

9.3.2 To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation therefor. Provided, in the event the Board shall determine the management of the Property should be conducted by professional management, any agreement relating to such management shall be for a contract term not to exceed one (1) year and shall be terminable by the Association, with or without cause and without payment of a termination fee on thirty (30) days written notice. Additionally, should the Board at any time retain professional management for the Property, the Board shall not terminate professional management and assume self management of the Property without the prior written consent of all record holders of mortgages on 51% of all mortgaged apartments and the approval of the apartment owners owning at least 67% of the undivided interest in the common elements.

9.3.3 To operate, maintain and repair the common elements including landscaping (excluding landscaping of the limited common elements) and the exterior surfaces of the apartments; provided, however, that furnaces, air conditioning equipment, plumbing, fixtures, household appliances and other interior mechanical equipment, used in and for one individual apartment, and the interior surfaces, exterior doors and plate glass of each apartment shall be maintained and repaired by the respective owners thereof and at the sole cost and expense of the particular owner.

9.3.4 To determine and pay the common expenses including water, sewer, garbage, gas, electricity and other necessary utility services for the common elements and apartments. Electricity furnished to individual apartments shall be separately metered for each apartment.

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9.3.5 To assess and collect the proportionate share of common expenses from the apartment owners.

9.3.6 To enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

9.3.7 To open bank accounts on behalf of the Association and to designate the signatures therefor.

9.3.8 To purchase, hold, sell, convey, mortgage or lease any one or more apartments in the name of the Association or its designee.

9.3.9 To bring, prosecute and settle litigation for itself, the Association and the Property, provided that it shall make no settlement which results in a liability against the Board, the Association or the Property in excess of \$3,000 without prior approval by majority vote of the Association.

9.3.10 To obtain insurance for the Association with respect to the common elements as provided herein at paragraph 11, as well as worker's compensation insurance to the extent required by law or as the Board may deem advisable.

9.3.11 To repair or restore the Property following damage or destruction or a permanent taking by the power of, or power in the nature of, eminent domain or by an action or deed in lieu of condemnation not resulting in the removal of the Property from the provisions of the Act.

9.3.12 To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the apartment owners, items of personal property necessary to or convenient to the management of the business and affairs of the Association and the Board in the operation of the Property, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies and equipment.

9.3.13 To keep adequate books and records of the affairs and dealings of the Board relating to the management of the Property.

9.3.14 To do all other acts necessary for the operation and maintenance of the Property, including the maintenance and repair of any apartment if the same is necessary to protect or preserve the appearance and value of the Property and the owner of such apartment has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered to such owner by the Board. The Board shall levy a special assessment against the apartment of such owner for the cost of such maintenance or repair.

9.4 The Board may delegate to a manager or managing company all of the foregoing powers, duties and responsibilities referred to in paragraph 9.3, above, except (i) the final determination of common expenses, budgets and assessments based thereon; (ii) the promulgation of house rules and administrative rules and regulations; (iii) the power to enter into any single contract or transaction involving the expenditure of more than \$5,000 in any one fiscal year; (iv) the opening of bank accounts; (v) the power to purchase,

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hold, sell, convey, mortgage or lease any apartments in the name of the Association or (vi) the authority to bring, prosecute and settle litigation.

9.5 Members of the Board, the officers and any assistant officers, agents and employees of the Association (i) shall not be liable to the apartment owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an apartment owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any apartment owner or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such and (iv) shall have no personal liability arising out of the use, misuse or condition of the Property, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

9.6 The apartment owners shall indemnify and hold harmless any person, his heirs and personal representatives, from and against all personal liability and all expenses, including attorneys' fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more apartment owners, or any other persons or entities, to which he shall be, or shall be threatened to be, made a party by reason of the fact that he is or was a member of the Board or an officer or assistant officer, agent or employee of the Association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided that, in the case of any settlement, the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement, vote of apartment owners or the Board or otherwise. The indemnification by the apartment owners as contained herein shall be paid by the Association on behalf of the apartment owners and shall constitute a common expense and shall be assessed and collectible as such. At the option of the Board, a policy or policies of insurance may be secured, as a common expense, insuring the members of the Board and officers, assistant officers, agents and employees of the Association against all liability contemplated by this paragraph 9.6.

10. MAINTENANCE, ALTERATION AND IMPROVEMENT.

10.1 The maintenance, replacement and repair of the common elements shall be the continuing responsibility of the Association and the cost thereof shall be a common expense. The Association shall also maintain, replace and repair, among other things, all parking spaces (other than the garages) except for normal cleaning as noted under paragraph 10.2, and all conduits, ducts, plumbing and wiring and other facilities for the furnishing of gas, light, power, water and sewer service contained in the portions of the apartments that service part or parts of the Property other than the apartment in which they are contained. All incidental damages caused to an apartment by the maintenance, replacement and repair of the common elements

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or utility services shall be repaired promptly as a common expense.

10.2 Each apartment owner shall have the responsibility to maintain, repair, replace and keep in a clean and sanitary condition, at the apartment owner's expense, all portions of his apartment, except those portions to be maintained, repaired and replaced by the Board. Each apartment owner shall keep clean and in a sanitary condition the stairs, decks and planters appurtenant to his apartment.

11. INSURANCE.

11.1 The Association, acting solely through the Board, shall obtain and continue in effect insurance coverage of the common elements in an amount equal to their maximum insurable replacement value, which amount shall be reviewed at least annually by the Board. Such insurance shall afford protection against loss or damage by fire and such other risks of a similar or dissimilar nature as are, or shall hereafter, customarily be covered with respect to other properties similar in construction, design and use to the Property, including flood insurance if applicable. Such insurance policies and all certificates thereof shall have the following provisions or endorsements to the extent available in the State of Texas:

11.1.1 That exclusive authority to adjust losses shall be vested in the Board as insurance trustee;

11.1.2 That the insurance coverage shall not be brought into contribution with insurance purchased by individual apartment owners or their respective mortgagees;

11.1.3 That all policies of property insurance shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Board in its capacity as insurance trustee. Additionally, all such property insurance shall contain any other endorsement, amount, or element of coverage which may, from time to time, be required by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration or Veteran's Administration.

11.1.4 That the insurer waives its right of subrogation as to any claims against the Association and each apartment owner, their respective agents, employees and tenants;

11.1.5 That the insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any one or more individual apartment owners or their respective tenants, employees, agents, contractors and guests nor shall the insurance coverage be prejudiced by any failure of the Association to comply with any warranty or condition regarding any portion of the property over which the Association has no control;

11.1.6 That the insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any officer or employee of the Association or Board or their employees, agents or contractors, without prior demand in writing that the Board cause the defect to be cured. If such defect is not cured within thirty (30) days after receipt of said demand by the Board the policy may then be cancelled, invalidated or suspended, at the option of the

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insurer and as set out under the policy; provided, however, the insurance carrier shall notify each mortgagee named on the Association's roster of mortgagees, and each insurer or governmental guarantor of a first mortgage which requests, in writing, such notice, at least thirty (30) days in advance of any reduction in, or cancellation of, the policy.

11.1.7 That all policies of such insurance shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each apartment, if any, as its or their interest(s) may appear, provided however, the proceeds of such policy or policies shall not be applied in a manner inconsistent with the provisions of paragraph 12 hereof.

11.2 The Association, acting solely through the Board, shall obtain a policy or policies of insurance insuring the Board and the Association against any liability to the public or to the owners of apartments, members of the households of apartment owners and their respective employees, invitees or tenants arising out of and incident to the ownership and/or use of the property, including, but not limited to, protection against water damage liability, liability for nonowned and hired automobile and liability for property of others and all such other risks as are customarily covered in similar projects. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) combined single limit for bodily injury or property damage each occurrence. The limits in coverage of said liability policy or policies shall be reviewed at least annually by the Board and increased or decreased at its discretion, provided that such limits shall not fall below the minimums specified in this paragraph. Said policy or policies shall be issued on a comprehensive liability basis and shall, to the extent available on acceptable terms, contain a severability endorsement which shall preclude the insurer from denying the claim of an apartment owner because of the negligent acts of the Association or other owners. In addition to, and notwithstanding, the foregoing provisions, such policies of liability insurance shall contain any other endorsement, amount, or element of coverage which may, from time to time, be required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration and the Veteran's Administration.

11.3 No apartment owner shall be entitled to exercise his right to maintain separate insurance coverage on the common elements in such a way as to decrease the amount that the Association, on behalf of all of the apartment owners, may realize under any insurance policy that the Association may have in force covering the common elements, or any part thereof, at any time.

11.4 Each apartment owner shall obtain insurance covering the fixtures which are a part of his apartment and the contents of his apartment at his own expense.

11.5 Each hazard insurance policy must be written by a hazard insurance carrier licensed or authorized to transact business within the State of Texas and which has a financial rating meeting the applicable standards promulgated by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration and the Veteran's Administration.

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12. DESTRUCTION OR DAMAGE.

12.1 In the event of any damage to, or destruction of, any part of the common elements as a result of fire or other casualty or otherwise, and subject to the provisions of paragraph 12.2 below, the Association, acting solely through the Board, is authorized to, and shall, arrange for the prompt repair and reconstruction of such damaged or destroyed common elements; and the Board, as insurance trustee, shall receive and disburse the proceeds of all insurance policies to the contractors engaged in such repair and reconstruction. Any cost of such repair and reconstruction in excess of the insurance proceeds, shall constitute a common expense and all apartment owners shall be assessed for such deficit as a part of the common expenses. If any apartment owner shall fail to pay such assessment within thirty (30) days after the date fixed by the Board for the payment thereof, the Association shall make up the deficiency by payment from the maintenance fund; provided that such apartment owner and his apartment shall remain liable for such special assessment.

By acceptance of the deed to his apartment, each apartment owner shall be deemed to have appointed the Board as insurance trustee and to have consented to the foregoing authorization and direction for repair and reconstruction.

12.2 If two-thirds (2/3) or more of the buildings are destroyed or damaged by fire or other casualty, as determined by the Association according to the most recent appraisal of the Property conducted prior to the casualty, and unless otherwise unanimously agreed by the apartment owners at a special meeting to be held not later than 100 days after such casualty, the insurance proceeds shall be delivered to the apartment owners or their mortgagees, as their interests may appear, in proportion to the percentage interest of each apartment owner in the common elements as set forth herein; and the Board shall, as soon as reasonably possible, record with the Clerk of Bexar County a notice setting forth such facts, and upon the recording of such notice (i) the Property shall be deemed to be owned in common by the apartment owners as tenants in common, each apartment owner owning an undivided interest in the Property equal to his percentage ownership in the common elements as set forth in Exhibit "C"; (ii) any liens affecting any of the apartments shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the apartment owner in the Property and (iii) the Property shall be subject to an action for partition at the suit of any apartment owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund and shall be divided among all apartment owners in a percentage equal to the percentage of undivided interest owned by each apartment owner in the Property, after first paying out of the respective shares of each apartment owner, to the extent sufficient for such purpose, all sums necessary to satisfy liens on the undivided interest in the Property owned by such apartment owner.

12.3 For purposes of this Section 12, the terms "disaster", "destruction" or "substantial damage" shall also mean and include a temporary or permanent taking, injury or destruction of all or part of the common elements or one or more apartments or portions thereof by the exercise of the power of, or power in the nature of, eminent domain or by an action or deed in lieu of condemnation. Reconstruction of the building or apartment shall mean the restoring of the

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building or apartment to substantially the same condition in which it existed prior to the damage or destruction, with each apartment and the common elements having the same vertical and horizontal boundaries as before, unless the destruction or damage is by reason of eminent domain, in which event the provisions of Section 14 hereof shall apply.

12.4 In the event of substantial damage to the common elements or to any apartment(s) or the taking or threat of taking of any apartment(s) or any part of the common elements by eminent domain, the institutional holder of any first mortgage on a unit and each insurer or governmental guarantor of a first mortgage which requests, in writing, notice of such damage or taking shall be given timely written notice thereof.

13. TERMINATION.

13.1 In the event that such fraction or percentage of buildings are destroyed or substantially damaged so as to bring into effect the provisions of paragraph 12.2 above and the apartment owners do not unanimously vote to act otherwise as provided therein, the Property shall be removed from the provisions of the Act without further agreement one hundred and one (101) days after such destruction or damage.

13.2 All of the apartment owners, by their unanimous action, may remove the Property from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the apartments consent and agree by instruments duly recorded that their liens be transferred to the percentage of the undivided interest of the apartment owners in the Property.

13.3 After removal of the Property from the Act, the apartment owners shall own the Property as tenants in common and the respective mortgagees and lienors shall have mortgages and liens upon the respective undivided interests of the apartment owners. Such undivided interests of the apartment owners shall be the same as the percentage of undivided interest in the common elements appurtenant to the apartment owners' apartments prior to removal from the Act.

13.4 This Section 13 cannot be amended without consent of all apartment owners and the prior written consent of all record owners of mortgages on apartments. The apartment owners shall not, by act or omission, seek to abandon or terminate the condominium regime except as expressly provided by this Section 13.

14. EMINENT DOMAIN.

14.1 Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the common elements or one or more apartments or portions thereof by the exercise of the power of, or power in the nature of, eminent domain or by an action or deed in lieu of condemnation, the Association, each apartment owner, and each first mortgagee, and each insurer or guarantor of a first mortgage which requests, in writing, notice of any such proceeding or taking, shall be entitled to timely written notice thereof and the Association, acting solely through the Board, shall, and the apartment owners and mortgagees at their option and respective expenses may, participate in the proceedings incident thereto.

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14.2 With respect to common elements, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each apartment owner's interest therein. After such determination, each apartment owner shall be entitled to a share of the damages in the same proportion as his percentage of undivided interest of the common elements. This provision does not prohibit the Board, pursuant to authorization by a majority of the Association, from restoring the common elements so taken on the remaining land or on other acquired land, provided that this declaration and plat are fully amended to reflect alterations to the Property resulting from such restoration.

14.3 With respect to one or more apartments or portions thereof, the damages or awards shall be deposited with the Board as trustee even though such damages or awards may be payable to one or more apartment owners. In the event an apartment owner refuses to so deposit his award with the Board, then at the option of the Board, either a special assessment shall be made against the defaulting apartment owner and his apartment in the amount of the award or the amount of such award shall be set off against the sums hereafter made payable to such apartment owner.

14.4 In the event the Property is removed from the provisions of the Act pursuant to Sections 12 and 13 above, the proceeds of the damages or awards shall be distributed or used in accordance with, and the owners of the affected apartments and their mortgagees shall have the rights provided in, paragraph 12.2, above.

14.5 If one or more apartments are taken, in whole or in part, and the Property is not removed from the provisions of the Act, the taking shall have the following effect:

14.5.1 If the taking reduces the size of an apartment and the remaining portion of the apartment may be made tenantable, the apartment shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the affected apartment owner. The balance of the award, if any, shall be distributed to the apartment owner and his mortgagee, if any.

14.5.2 If the taking destroys or so reduces the size of an apartment that it cannot be made tenantable, the award shall be distributed to the apartment owner and his mortgagee, if any. The remaining portion of such apartment, if any, shall become a part of the common elements and shall be placed in condition for use by all apartment owners in the manner approved by the Board. The percentages of undivided interests in the common elements appurtenant to the apartments that continue as part of the Property shall be equitably adjusted to distribute the ownership of the common elements among the reduced number of apartment owners, taking into account the removal of the portion of the Property from the Condominium Regime.

14.6 Changes in apartments, in the common elements and in the ownership of the common elements that are affected by the taking referred to in this Section 14 shall be evidenced by an amendment to this declaration and plat, which shall be executed by the President of the Association in behalf of all apartment owners.

14.7 No provision of this Section 14 shall entitle an apartment owner or other party to priority over the holder of any mortgage on an apartment with respect to the

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distribution to such apartment of the proceeds of any such award or settlement.

15. MORTGAGEE PROTECTION.

15.1 The term "mortgage" as used herein shall mean any recorded mortgage having priority over other mortgages and shall include a recorded deed of trust. The term "mortgagee" shall mean the owner and the holder of a mortgage and shall include a beneficiary under a deed of trust. The term "institutional mortgagee" shall include any bank, savings and loan association, mortgage company, developer or any other enterprise engaged in the business of lending funds for the acquisition of real property.

15.2 The Association shall maintain a roster of apartment owners from the evidence of change of ownership furnished to the Association which roster shall include the mailing addresses of all apartment owners. The Association will also maintain a roster containing the name and address of each mortgagee of an apartment if the Association is provided notice of such mortgage by way of a certified copy of the recorded instrument evidencing the mortgage and containing the name and address of the mortgagee. The mortgagee shall be stricken from the roster upon request by such mortgagee or upon receipt by the Association of a certified copy of a recorded release or satisfaction of the mortgage. Notice of such removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

15.3 The Association shall give to any mortgagee on the roster, and each insurer or governmental guarantor of a first mortgage which requests such notice, written notification of any default by the mortgagor of the respective apartment in the performance of such mortgagor's obligations under the declaration or Bylaws which is not cured within thirty (30) days after notice thereof is given to such mortgagor.

15.4 A mortgagee of any apartment who comes into possession of the apartment pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or by way of deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take such apartment free of any claims for unpaid assessments or charges against the mortgaged apartment which accrued prior to the time such person comes into the possession of the apartment except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessment or charges to all apartments, including the mortgaged apartment.

15.5 Any liens upon any apartment created under the Act or pursuant to this declaration or the Bylaws for the payment of common expenses or assessments shall be subject and subordinate to and shall not affect the rights of any mortgagee under a mortgage on such apartment recorded prior to the date such common expenses or assessments became due; provided however, that any lien created hereunder after a foreclosure or sale shall have the same effect and be enforced in the same manner as provided in the Act, and declaration and/or the Bylaws.

15.6 Any holder of a first mortgage on any apartment and any authorized representative of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration or Veteran's Administration shall, upon written request, be entitled to: (a)

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inspect, during normal business hours, all books and records relating to the management of the property; (b) an annual audited financial statement of the Association within 90 days following the end of any fiscal year; (c) written notice of all meetings of the Association and such mortgagee shall be permitted to designate a representative to attend all such meetings; (d) current copies of the declaration, Bylaws and other rules concerning the management and operation of the Property; and (e) notice of any proposed action of the Association which would require the consent of a specific percentage of mortgagees.

15.7 No amendment to this paragraph shall affect the rights a mortgagee who has recorded a valid mortgage prior to the recordation of any such amendment.

16. ENCROACHMENTS.

16.1 None of the rights and obligations of any apartment owner created by this declaration, Bylaws or by a deed conveying an apartment shall be affected in any way by an encroachment (i) by any portion of the common elements upon any apartment; (ii) by any apartment upon any portion of the common elements or (iii) by any apartment upon another apartment due to settling or shifting of any building including, the rebuilding of a building after fire or other casualty or an eminent domain taking or delivery of a deed in lieu of condemnation, unless there occurs an encroachment that results from the willful or negligent act or omission of the owner of the encroaching apartment, or of the owners of the apartments to which the use of encroaching limited common elements are appurtenant, or of the Association in the event of an encroachment by any portion of the common elements other than the limited common elements.

16.2 There are hereby created valid easements for the maintenance of any encroachments permitted by this Section 16 of this declaration so long as such encroachments exist.

17. SALE.

17.1 To the extent consistent with the rights of mortgagees pursuant to the terms and provisions hereof, upon the sale or conveyance of an apartment, all unpaid assessments against an apartment owner shall be paid out of the sales price as provided in Section 18 of the Act; provided, however, that if such unpaid assessments are not paid or collected at the time of a sale or conveyance of an apartment, the grantee of the apartment shall be jointly and severally liable with the selling apartment owner for all unpaid assessments against the latter to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the selling apartment owner the amounts paid by the grantee therefor. Any person who shall have entered into a written agreement to purchase an apartment shall be entitled, upon written request therefor, to a statement from the Association setting forth the amount of the unpaid assessments against the selling apartment owner and such grantee shall not be liable for, nor shall the apartment conveyed be subject to a lien for any unpaid assessments made by the Association against the selling apartment owner in excess of the amount set forth in the statement; provided, however, that the former apartment owner shall remain so liable and the grantee shall be liable for any assessments becoming due after the date of any such statement including the reapportionment and reassessment of any uncollected common assessments.

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17.2 The right of an apartment owner to sell, transfer, or otherwise convey his apartment shall not be subject to any right of first refusal or any similar restriction in favor of the Association.

18. CONVEYANCES, EASEMENTS, LEASES.

18.1 Every deed, lease, mortgage or other instrument shall describe an apartment by its building letter and apartment number (or Special Parking Unit Number) as set forth in Exhibit "C" and in the plat. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber or otherwise affect the apartment owner's corresponding percentage of undivided ownership in the common elements as set forth in Exhibit "C" even though the same is not exactly mentioned or described.

18.2 Every deed, lease, mortgage or other similar instrument shall be deemed to:

18.2.1 Except and reserve with respect to an apartment (i) any portion of the common elements lying within said apartment; (ii) easements through said apartment appurtenant to the common elements and all other apartments for support and repair of the common elements and all other apartments; and (iii) easements appurtenant to the common elements for encroachments upon the air space of said apartment by those portions of the common elements located within said apartment.

18.2.2 Include with respect to an apartment nonexclusive easements for ingress and egress and support of said apartment through the common elements, for the repair of said apartment through all other apartments and through the common elements and for the use of the parking and deck spaces as indicated on the plats.

18.2.3 Except and reserve with respect to the undivided percentage interest in the common elements non-exclusive easements appurtenant to all apartments for ingress, egress, support and repair and exclusive easements appurtenant to each apartment for the use of the parking and deck spaces as set forth in the plats.

18.2.4 Include with respect to the undivided percentage interest in the common elements nonexclusive easements through each apartment for support and repair of the common elements and nonexclusive easements for encroachments upon the air space of all of the apartments by and for the portions of the common elements lying within the apartments.

18.3 All lease agreements, other than permitted short term leases to other apartment owners, shall be for a minimum term of six months in writing, and shall provide that the terms of the lease shall be subject in all respects to the provisions of this declaration and the Bylaws of the Association and any failure of the lessee to comply with such provisions shall be a default under the lease. No lease of an apartment shall operate as a release of the owner of such apartment from the continuing duty to comply with each and every of the provisions of this declaration and the Bylaws.

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19. COMBINATION OF APARTMENTS.

19.1 An owner of two or more adjoining apartments shall have the right, upon approval of the Board, to combine such apartments. No combination requiring the removal or partial removal of a load bearing wall to an extent which would affect the structural integrity of the building shall be approved by the Board.

19.2 An amendment to the declaration, together with an amended plat or plats containing the same information with respect to the altered apartments as required in the initial declaration and plat with respect to the initial apartments shall be prepared, executed by the President of the Association and recorded at the expense of the apartment owner making such combination.

19.3 An amendment to the declaration or plat pursuant to this Section 19 shall reflect the changes occasioned by the combination to include a change in the percentage of undivided interest in the common elements which are appurtenant to the apartments involved. The remaining combined apartment will acquire the total of the percentage of undivided interest in the common elements appurtenant to the apartments that were combined, as set forth in Exhibit "C". The percentage of undivided interest in the common elements appurtenant to all other apartments shall not be changed.

19.4 All such amendments to the declaration and plat must be approved by attorneys employed by the Board to insure the continuing legality of the declaration and the plat. The cost of such review by the attorneys shall be borne by the person wishing to combine the apartments.

19.5 In no event may an apartment be partitioned in kind or subdivided.

20. AMENDMENT.

20.1 Except as otherwise provided in this declaration and except as prohibited by the Act, the provisions of this declaration may be amended upon a meeting of apartment owners at which apartment owners who own sixty seven percent (67%) or more of the undivided interest in the common elements vote to approve such amendment. Any amendment so approved by the requisite number of apartment owners and mortgagees as hereinafter set out, shall be executed by the President of the Association in behalf of the apartment owners and shall be effective upon recordation in the Real Property Records of Bexar County, Texas.

20.2 The consent of the owners of apartments to which at least sixty seven percent (67%) of the votes in the Association are allocated and the approval of the holders of mortgages on apartments which have at least fifty one percent (51%) of the votes of the apartments subject to mortgages, shall be required to add or amend any material provisions of this declaration or the Bylaws of the Association, which establish, provide for, govern or regulate any of the following:

(a) Voting;

(b) Assessments, assessment liens or subordination of such liens;

(c) Reserves for maintenance, repair and replacement of the common areas;

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- (d) Insurance;
- (e) Rights to use of the common elements;
- (f) Responsibility for maintenance and repair of the several portions of the Property;
- (g) Expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property;
- (h) Boundaries of any apartment;
- (i) The interests in the general or limited common elements;
- (j) Convertibility of apartments into common elements or of common elements into apartments;
- (k) Leasing of apartments;
- (l) Imposition of any right of first refusal or similar restriction on the right of an apartment owner to sell, transfer, or otherwise convey his or her apartment;
- (m) Restoration or repair of the Property after a hazard damage or partial condemnation; or
- (n) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on unit estates as defined by the rules and regulations of the Federal National Mortgage Association.

20.3 Any mortgage holder who receives a written request to approve additions or amendments to this Declaration or to the Bylaws of the Association who does not deliver or post to the party requesting approval of such additions or amendments a negative response within thirty (30) days shall be deemed to have approved such request.

20.4 Notwithstanding anything herein contained to the contrary (subject, however, to the following Section 20.5), and to the extent not inconsistent with the Act, Declarant may, during the development period, amend this declaration to conform with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Administration or the Veteran's Administration with respect to condominium documentation by written instrument to such effect executed by Declarant only duly recorded in the Real Property Records of Bexar County, Texas.

20.5 Notwithstanding anything herein contained to the contrary, no amendment to this declaration which provides for the alteration or destruction of an apartment or a limited common element of the Property shall be effective unless such amendment has been consented to by all owners affected and such owners' first lien mortgagees.

21. ASSESSMENTS.

21.1 The making and collection of assessments from apartment owners for their share of common expenses shall be pursuant to the Bylaws and subject to the following provisions:

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21.1.1 Commencing with the effective date of this declaration each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the percentage of undivided interest in the common elements appurtenant to the apartment owned by the apartment owner as set forth in Exhibit "C".

21.1.2 Assessments, to the extent deemed practical by the Board, shall be charged and collected on a monthly basis. Assessments and any installments thereof not paid on or before five (5) days after the date when due shall bear interest at the rate of ten percent (10%) per annum, or at such rate of interest as may be set by the Association, acting solely through the Board, from the date when due until paid, such interest never to exceed the maximum rate of interest allowed by applicable law. All payments on account shall be first applied to interest and then to the assessment payment first due.

21.1.3 There shall be a lien on an apartment for all delinquent assessments chargeable to such apartment, including interest thereon. Such lien shall be superior to all other liens and encumbrances, except as otherwise provided in this declaration. The Board may elect (but shall not be required) to prepare a written notice which sets forth the amount of the unpaid indebtedness, the name of the owner, and the description of the apartment. Such notice shall be signed by members of the Board or by the President of the Association and may be recorded in the office of the County Clerk in Bexar County, Texas. The lien for delinquent assessments shall attach from the date on which assessments are first past due. The lien may be enforced by foreclosure of the apartment owned by the defaulting owner by the Association in the same manner as a mortgagee on real property after the recording of a notice or a claim thereof. In any such proceeding, the owner shall be required to pay the costs, expenses, and attorney's fees in connection with filing the lien, and in the event of any foreclosure proceeding, all additional costs, expenses and attorney's fees incurred in connection with any such foreclosure proceeding. The owner of the apartment being foreclosed shall be required to pay the Association the monthly assessment for the apartment during the period of foreclosure, and the Association shall be entitled to appoint a receiver to collect the same. The Association shall have the power to bid on the apartment at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote all votes appurtenant to, convey, or otherwise deal with the same. Any mortgagee holding a lien on the apartment may pay, but shall not be required to pay, any unpaid assessments owing with respect to such apartment but such payment shall not be deemed a waiver of the owner's default by the Association or such mortgagee. The amount of assessments against each apartment shall also be a debt of the owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien security. Each owner, by acceptance of the deed to his apartment, does hereby expressly vest in the Association and its agents all right and power to bring all actions against such owner personally for the collection of such charges as a debt, and to enforce the lien for assessment by all methods available for the enforcement of liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes, as amended; and such owner hereby expressly grants to the Association the right of private power of sale in connection with such lien. The Association may also temporarily suspend Association

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membership rights of any owner who is in default in payment of any assessment.

21.1.4 The lien for assessments shall be superior (prior) to all other liens and encumbrances except assessments, liens and charges in favor of the State and any political subdivision thereof for taxes past due and unpaid on the apartment, and amounts due under mortgages recorded prior to the date such assessments became due.

21.2 The Association, acting solely through the Board, shall include in the regular assessments an adequate reserve for maintenance, repair and replacement of those common elements that must be replaced on a periodic basis. Additionally, a working capital fund shall be established within sixty (60) days after the effective date hereof to insure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board. Such working capital fund shall be initially funded in the amount of two months estimated common assessment for all apartments. All amounts paid to the working capital fund are not to be considered as advance payment of regular assessments.

21.3 The Association, acting solely through the Board, may include in the regular assessments amounts to be used for additions to capital items or improvements to the Property. Such assessment for capital improvements shall in no event exceed 20% of the common assessment for the operation and maintenance of the Property without the assessment having been first voted on and approved by two-thirds (2/3) or more vote in percentage ownership interest of those present at a meeting of the Association duly called for that purpose.

21.4 In assessing the apartment owners for capital improvement to the common elements, there shall be no single improvement exceeding the sum of Fifteen Thousand Dollars (\$15,000.00) made by the Association without the improvement having been first voted on and approved by two-thirds (2/3) or more vote in percentage ownership interest of those present at a meeting of the Association duly called for that purpose. The foregoing and the 20% of the common assessment limitation provided at paragraph 21.3, above, shall not apply in connection with damage or destruction referred to in Section 12 hereof or to such structural alterations or capital additions to or capital improvements on the common elements as are necessary in the Board's reasonable judgment to preserve or maintain the safety and integrity of the common elements of the Property.

21.5 Should the electrical service to the Property be furnished through one or more master meters, it shall be measured separately for each apartment by check meters. In such event, the Board shall monthly, as soon as practicable after receipt of the invoice for electrical usage the previous month, specially assess each apartment for the amount of electricity consumed as displayed on such apartment's check meter. To the extent possible, readings of each check meter shall be made contemporaneously with the reading of the master meter(s). The Board shall assess for electricity consumed at a rate equal to the rate actually charged by the utility furnishing electricity to the Property.

21.6 The Association, acting solely through the Board, may elect to specially assess the owners of the Special Parking Units for their proportionate share of the cost of

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maintenance of the swimming pool and the immediately surrounding common area. Such special assessment for each Special Parking Unit shall, in no event, be greater than 1/23rd of such cost of such pool maintenance and shall be payable by the owners of such Special Parking Units within thirty (30) days after the date notice thereof is given to such owners.

21.7 If the apartment owner shall at any time lease his apartment and shall default for a period of one month in the payment of assessments, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the apartment owner, on behalf of the Association, the rent due or becoming due and the payment of such rent to the Association shall be payment and discharge of such tenant and the apartment owner for such assessments to the extent of the amount so paid.

21.8 The Association, acting solely through the Board, shall handle all assessments hereunder so as to comply with applicable provisions of the Internal Revenue Code and the regulations adopted thereunder as well as applicable State and local tax laws and to avoid undue adverse tax consequences that might result to the Association or individual apartment owners.

22. VOTING.

The number of votes to which each apartment owner shall be entitled at any meeting of the Association shall be equal to the percentage of undivided interest of the common elements assigned to his apartment as indicated in Exhibit "C" to this declaration. In any case where there is more than one owner with respect to a particular apartment, the vote for such apartment shall be exercised as such owners, among themselves, determine; provided, there may be no split vote. The Association shall be notified by writing signed by all owners of such apartment at least 3 days in advance of any meeting of the Association of the identity of the party authorized to cast the votes appertaining to that apartment. Such notification shall be conclusive evidence of the designated party's authority to cast the votes appertaining to such apartment until such time as the Association is notified otherwise in writing.

22.2 No apartment owner who, as of 5:00 PM of the day preceding any meeting of the Association, is in default in the payment of any assessment due the Association, according to the records of the Association, shall be entitled to vote at such meeting.

22.3 The results of any vote taken by the Association shall be deemed to be conclusive when announced and shall not be challengeable on the basis of any apartment owner's lack of voting authority.

23. NOTICES.

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered twenty-four (24) hours after a copy of the same has been deposited in the U. S. postal service, postage prepaid, return receipt requested. Notice to apartment owners shall be addressed to each apartment owner at the address given by such apartment owner to the Association for the purpose of service of such notice or to the apartment of such owner if no such address has been given to the

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Association. Such address may be changed from time to time by notice in writing to the Association. Notice to the Association shall be addressed to the Riverview Condominium Owners Association at the address of the secretary of the Association which address shall at all times be posted in a prominent location on the Property.

24. NO WAIVER.

The failure of the Association or its officers, agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this declaration or the Bylaws, to exercise any right or option herein contained or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Association or its officers, agents or designees of the payment of any assessment from an apartment owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

25. ENFORCEMENT.

Each apartment owner as well as each lessee of an apartment shall strictly comply with the provisions of the declaration, the Bylaws, the Articles of Incorporation of the Association the house rules and administrative rules and regulations and decisions issued pursuant thereto. Failure to so comply shall be grounds for an action to recover sum due for damages or injunctive relief or both, maintainable by the Association or its officers, agent or designee on behalf of the apartment owners, or in an appropriate case, by an aggrieved apartment owner.

26. DECLARANT AND DECLARANT'S USE.

26.1 The term "declarant" as used herein shall mean and include Peery Flume Properties, Inc. and any person or persons who might acquire title from Peery Flume Properties, Inc. through foreclosure or deed in lieu of foreclosure; or, in the situation where there remain unsold two (2) or more apartments, any person who should purchase all of such remaining unsold apartments provided such purchaser is also designated by Peery Flume Properties, Inc. as the declarant. So long as declarant shall own an apartment at Riverview Condominium declarant shall be, for all purposes, deemed to be an "owner" within the meaning and coverage of this declaration.

26.2 During the Development Period declarant and persons it may select from time to time shall have the right of ingress and egress over, upon and across the common elements and limited common elements and the right to store materials therein and to make such other use thereof as may be necessary and incident to the development and sale of all of the apartments as determined by the declarant in its sole discretion.

27. SEVERABILITY.

The provisions of this declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or

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portion hereof shall not affect the validity or enforceability of any other provision hereof.

28. CAPTIONS.

The captions in this declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this declaration or the intent of any provision hereof.

29. LAW CONTROLLING.

This declaration, the plats and the Bylaws shall be construed and controlled by and under the laws of the State of Texas.

30. EFFECTIVE DATE.

This declaration shall take effect when recorded in the Official Public Records of Real Property of Bexar County, Texas or upon the closing of the sale of the first apartment, whichever occurs later; provided, this declaration shall be effective prior to the closing of the first unit sale if the declarant shall file in the Real Property Records an acknowledged statement that this declaration is to be given immediate effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 22nd day of Dec, 1983

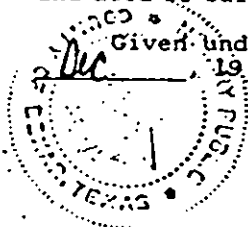
PEERY FLUME PROPERTIES, INC.

By: Allison B. Peery

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared ALLISON B. PEERY, SECRETARY of Peery Flume Properties Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office this 22 day of Dec, 1983.



[Signature]
Notary Public in and for
the State of Texas

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STATE OF TEXAS
COUNTY OF BEXAR

CONSENT OF MORTGAGEE TO
DECLARATION OF CONDOMINIUM

INTERFIRST BANK SAN ANTONIO, N.A., being the owner and holder of an existing mortgage lien upon and against the land and property described as the Property in the foregoing Declaration of Condominium for Riverview Condominium does hereby consent to said declaration and the exhibits attached thereto and to the recording of same for submission of said property to the provisions and condominium regime of Article 1301a of the Texas Revised Civil Statutes and does hereby subordinate and subject its liens to the terms and provisions thereof.

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

Signed and attested by the undersigned officer of said INTERFIRST BANK SAN ANTONIO, N.A. this 23 day of DECEMBER, 1973.

INTERFIRST BANK SAN ANTONIO, N.A.

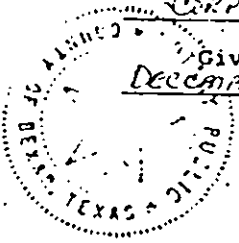
By: [Signature]

SENIOR VICE PRESIDENT

STATE OF TEXAS
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared PAUL R. HANDMAKER, JR., SE VICE PRESIDENT of INTERFIRST BANK SAN ANTONIO, N.A. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of said CORPORATION.

Given under my hand and seal of office this 23 day of DECEMBER, 1973.

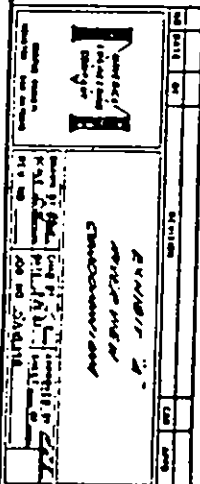


[Signature]
Notary Public in and for
the State of Texas

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RECORDER'S MEMORANDUM:
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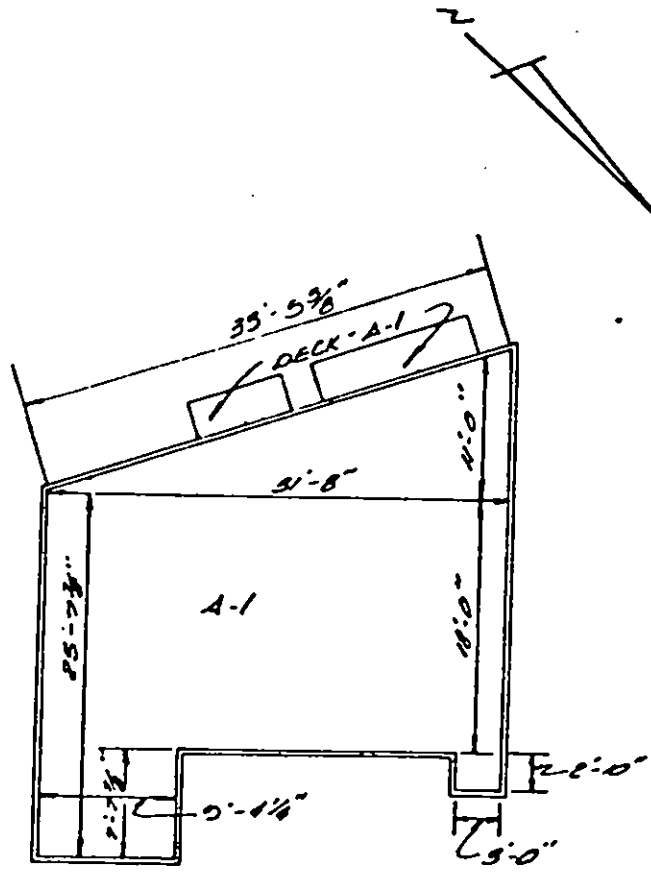
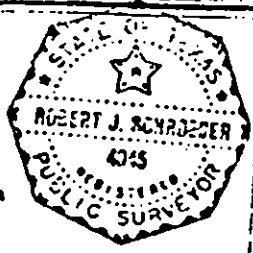


EXHIBIT "B"
 RIVER VIEW
 CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
 HAVE MADE A SURVEY ON THE GROUNDS
 OF THE FOREGOING PROPERTY AND WE
 CERTIFY THAT THERE ARE NO
 VISIBLE ENCROACHMENTS.

BY: *Robert J. Schroeder*



GF NO. _____
 DATE 11 - 83
 JOB NO. 5108-598
 DRN: U.S. GND: CAT

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RECORDER'S MEMORANDUM
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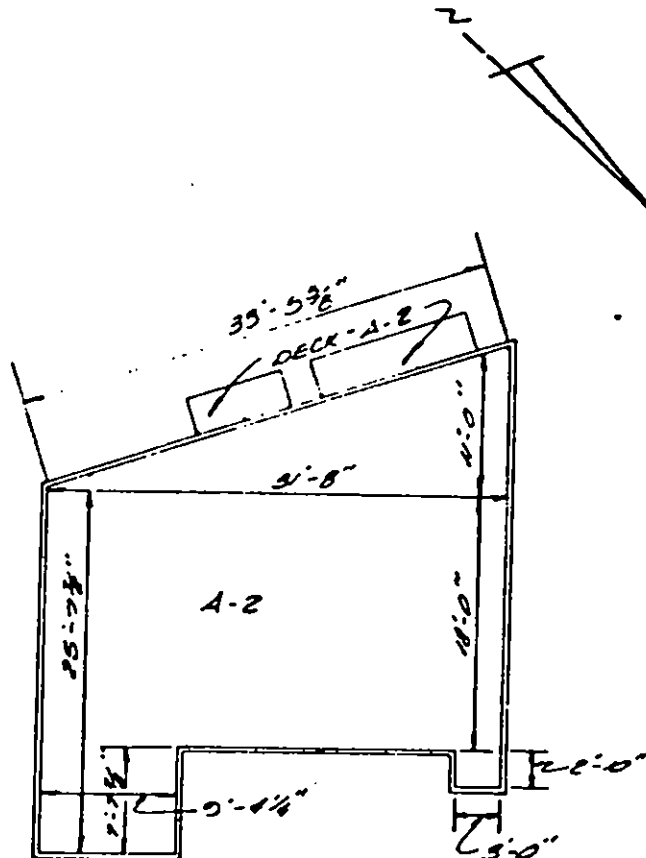
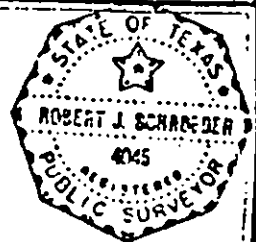
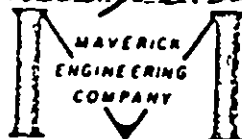


EXHIBIT "B"
RIVER VIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUNDS
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY:



CF NO. _____
DATE 11- - 85
JOB NO. 5108-358
DRA. J.B. CND. CAT.

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RECORDER'S MEMORANDUM
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RECORDATION

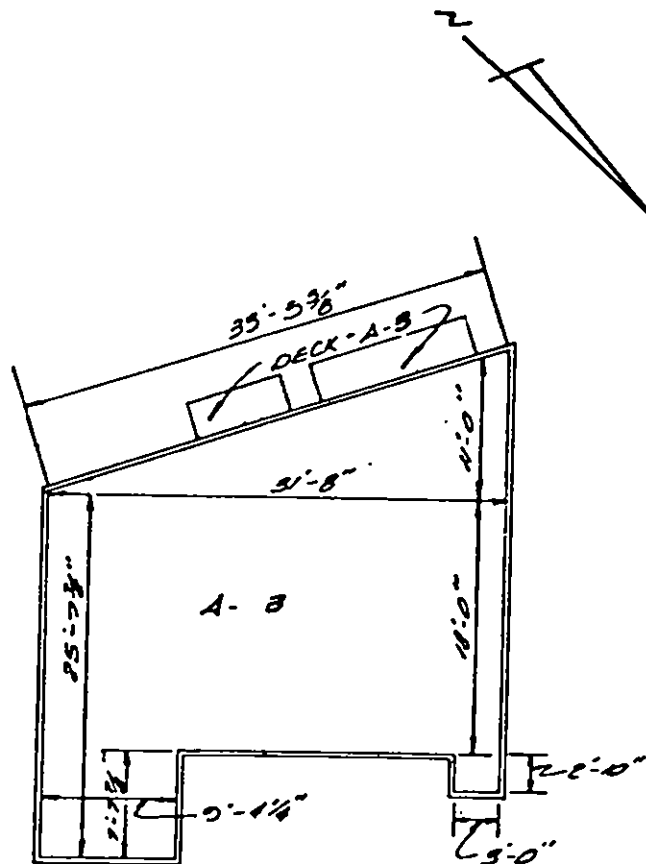
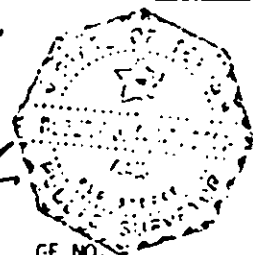


EXHIBIT "B"
RIVER VIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY:



GF NO. _____
DATE 11-11-83
JOB NO. 5108-598
DRA. J.B. CND. RAT.

RECORDER'S MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
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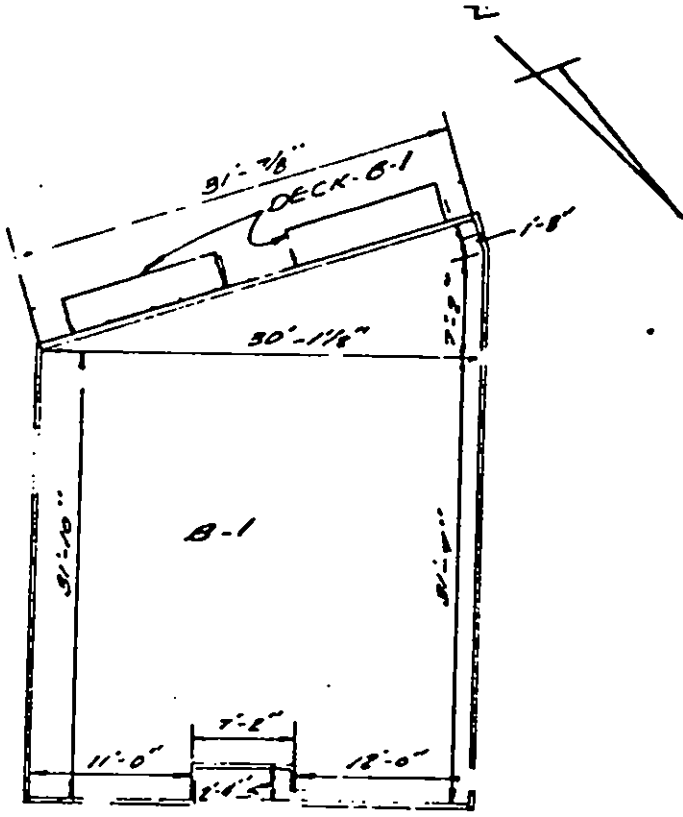


EXHIBIT "B"
RIVERVIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY: *Robert J. Schneider*



GF NO. _____
DATE 11-18-88
JOB NO. 5108, 5008
DRW: J.G. CKD, P.A.T.

RECORDER'S MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
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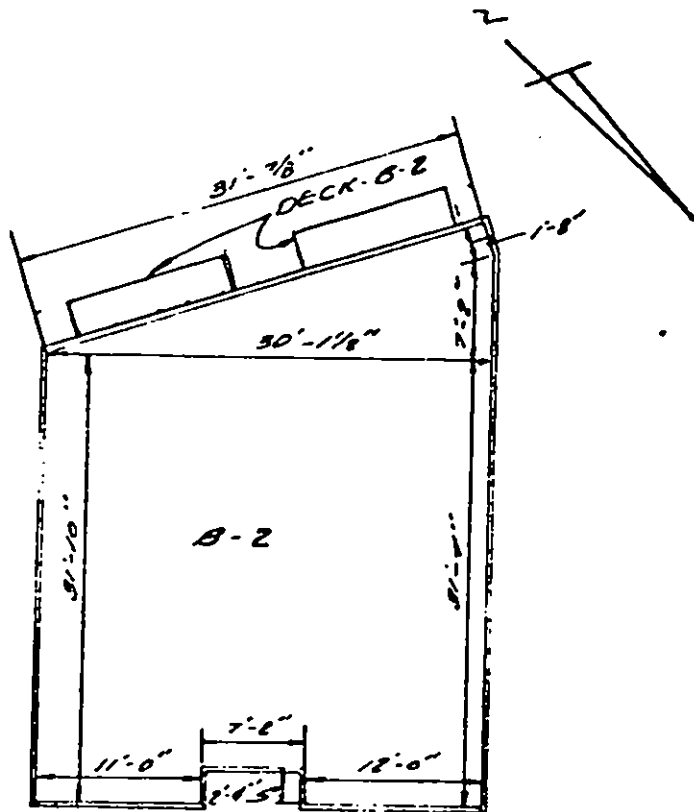
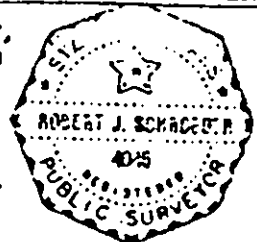
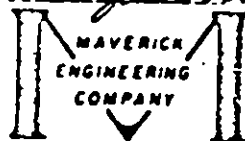


EXHIBIT "B"
RIVERVIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY:

Robert J. Schroeder



GF NO.
DATE 11-85
JOB NO. 5108, 908
DRN: 1/8 CKD: P.A.T.

RECORDER'S MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
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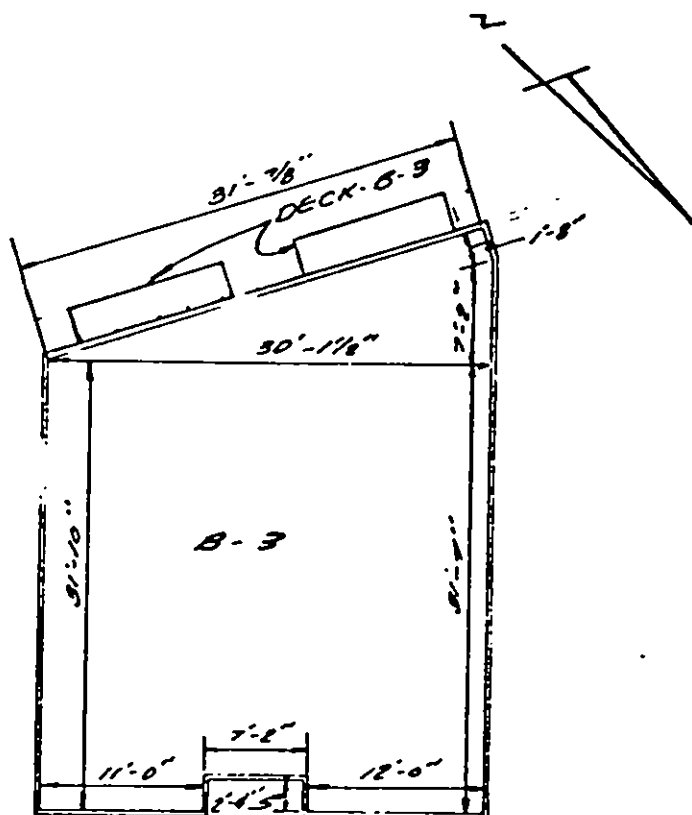
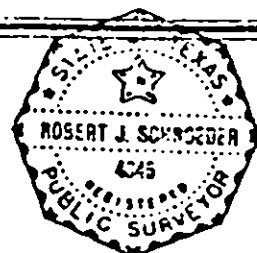
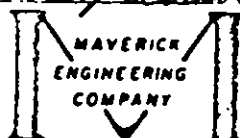


EXHIBIT "B"
RIVERVIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY: *Robert J. Schroeder*



GF NO. _____
DATE 11-83
JOB NO. 5108, 598
DRN: 1/8 CKD: P.A.T.

RECORDER'S MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
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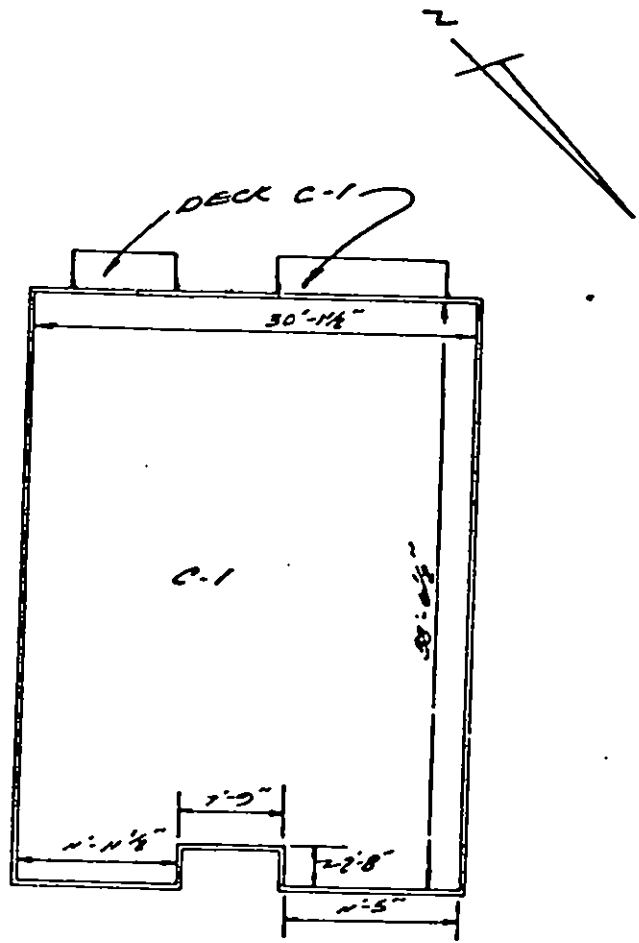
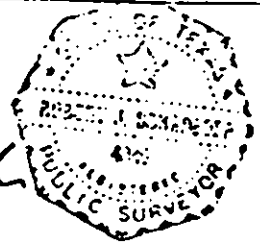


EXHIBIT "B"
RIVER VIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY: *Robert J. Schroeder*
MAVERICK
ENGINEERING
COMPANY



CF NO. _____
DATE 11-85
JOB NO. 6100, 828
DPR: 10 CRU, SAT

VOL 2997 PAGE 1852

RECORDER'S MEMORANDUM:
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
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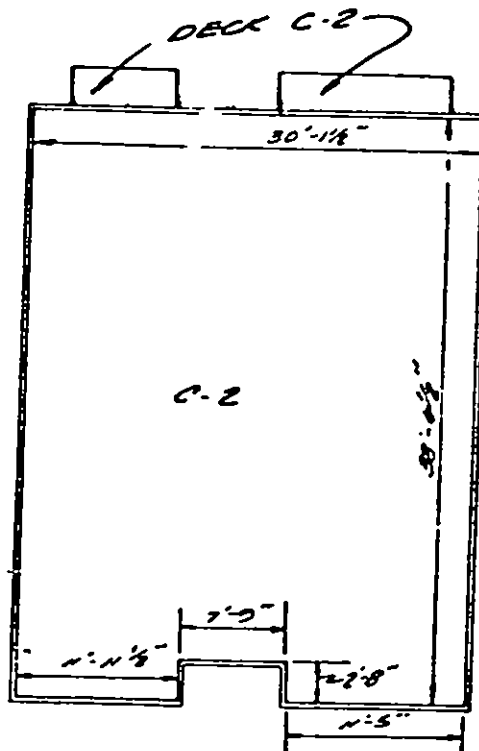
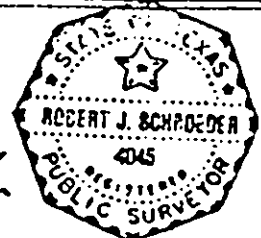
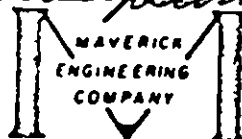


EXHIBIT "B"
RIVER VIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY:

Robert J. Schroeder



GF NO. _____
DATE 11- -83
JOB NO. 6108, 828
DIN: 1/8 CKD, RAT

RECORDER'S MEMORANDUM:
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
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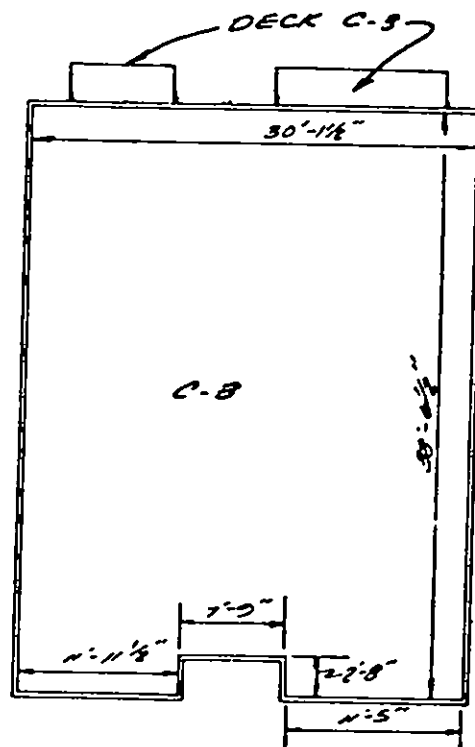


EXHIBIT "B"
RIVER VIEW
CONDOMINIUM

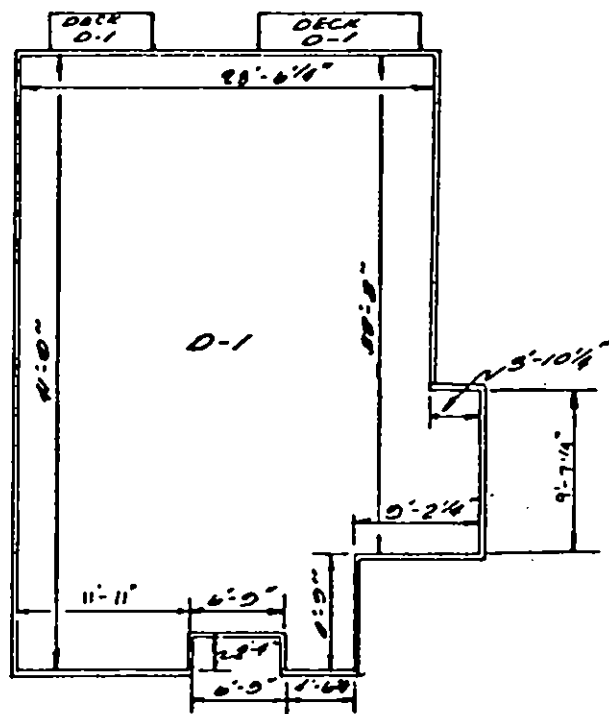
WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY:



CF NO.
DATE 11- -83
JOB NO. 6100, 598
DPN: 18 CND, CAT

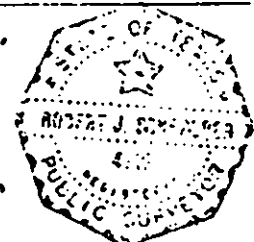
VOL 2997 PAGE 1854



.VOL 2997 PAGE 1855

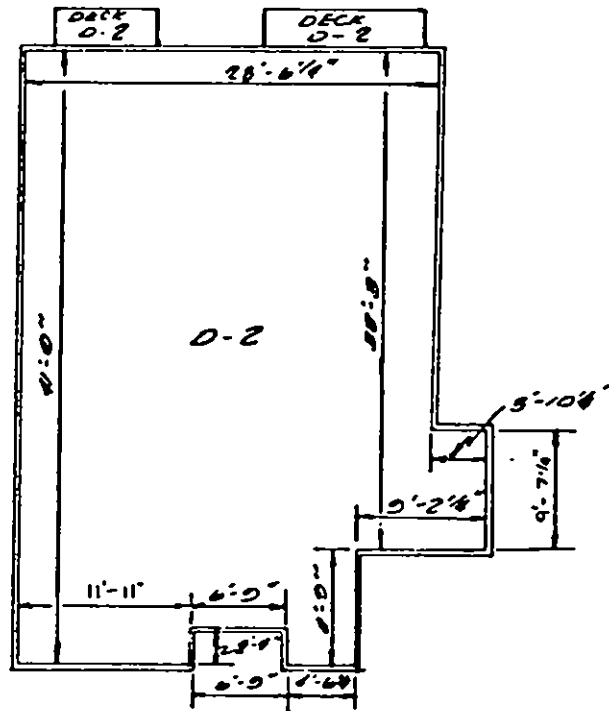
WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

1: Robert H. Schuch



GF NO. _____
DATE 11 - 83
JOB NO. 3 100, 500
DRN: 10 CKD; RAT.

RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
RECORDATION



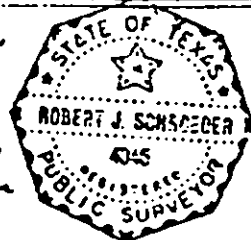
VOL 2997 PAGE 1856

EXHIBIT "B"
RIVER VIEW
CONDOMINIUM

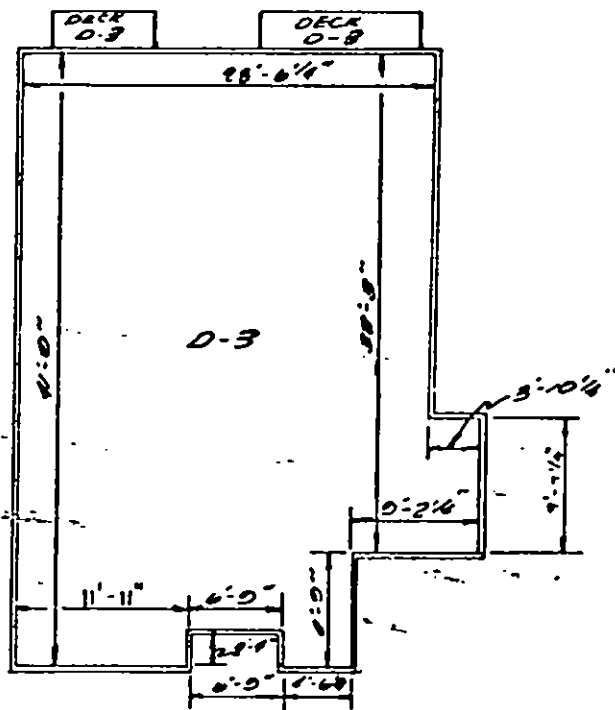
WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY:

Robert J. Schneider



GF NO. _____
DATE 11-83
JOB NO. 900,300
DRN. C.O. CND. P.A.T.



WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

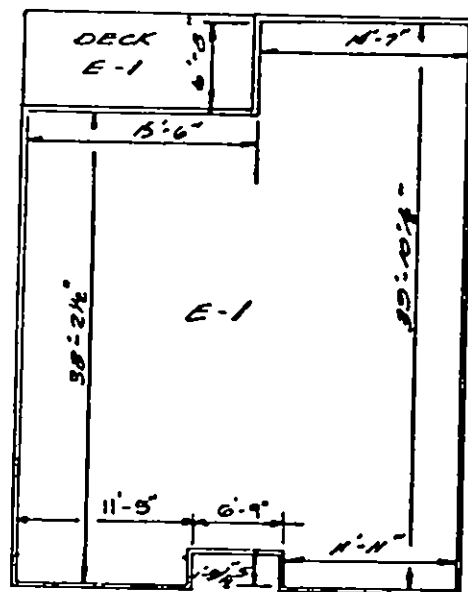
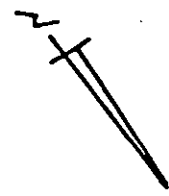
Robert M. Anderson



GF NO. _____
DATE 11-1-83
JOB NO. 5 108,300
DRG: 10. CNU RAT

YML 2997-PAGE 1.8577

RECORDER'S MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
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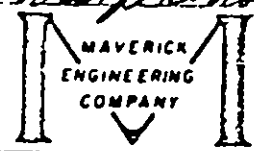


VOL 2997 PAGE 1858

EXHIBIT "B"
RIVER VIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY: *Robert J. Schneider*



CF NO. _____
DATE 11-83
JOB NO. 5108,398
DRILLING: C.K.O. R.A.T.

RECORDER'S MEMORANDUM:
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
RECORDATION

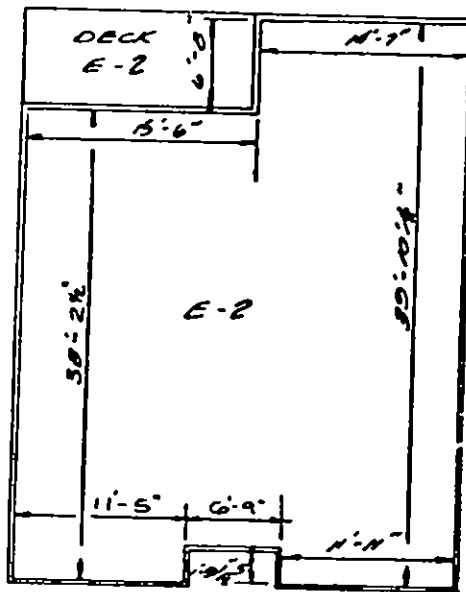
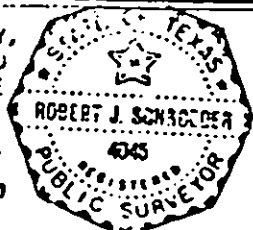


EXHIBIT "B"
RIVER VIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

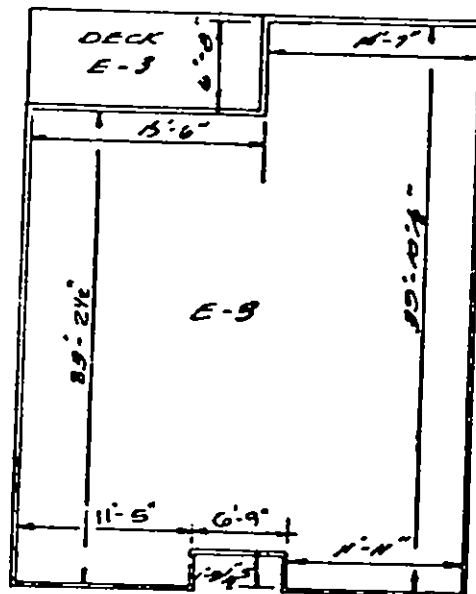
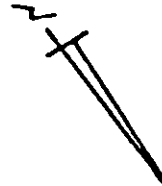
BY:

Robert J. Schneider



CE NO. _____
DATE 11-18-83
JOB NO. 5108, 858
DEPT. 45 CKD: RAY

RECORDER'S MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
RECORDATION



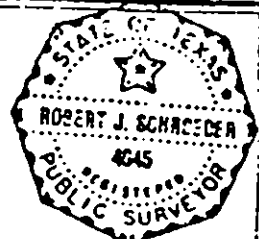
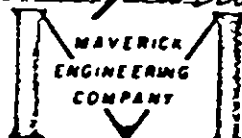
VOL 2997 PAGE 1860

EXHIBIT "B"
RIVER VIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

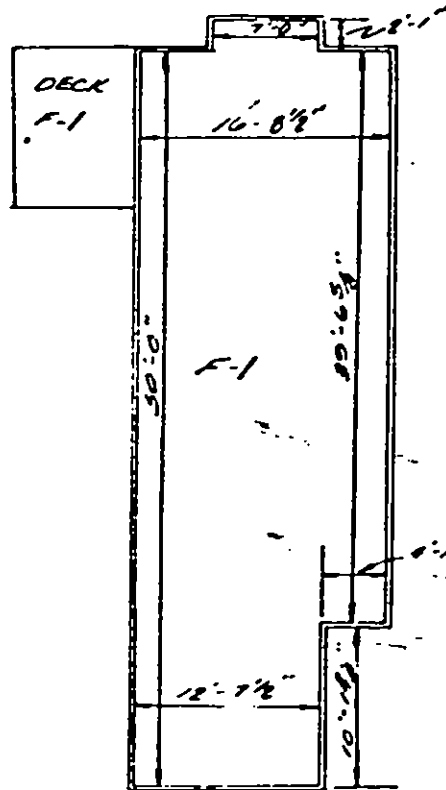
BY:

Robert J. Schroeder



CE NO. _____
DATE 11-1-89
JOB NO. 5108,398
DRG. 4/8 EKG, R.A.T.

RECORDER'S MEMORANDUM:
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
RECORDATION



VOL 2997 PAGE 1861

EXHIBIT "B"
RIVERVIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GRABDI
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY:

Robert Schneider



(J) NO. _____
DATE 11-1-85
BOOK 181, 5108, 328
PAGE 1861

RECORDER'S MEMORANDUM:
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
RECORDATION

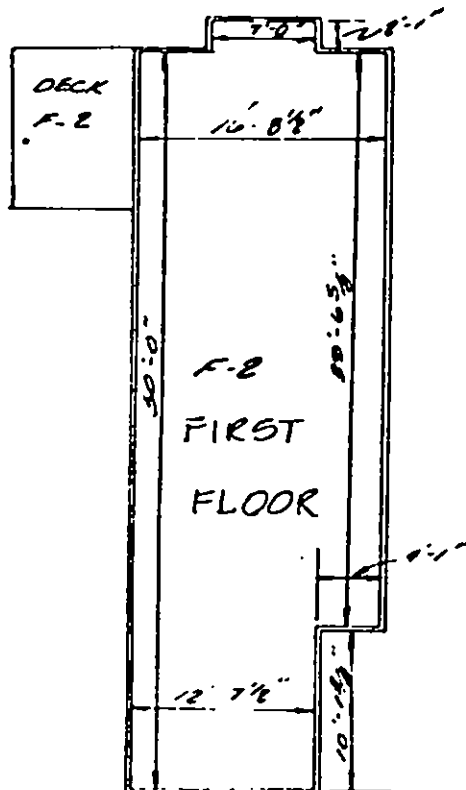
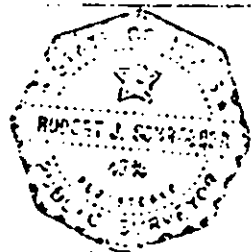


EXHIBIT "B"
RIVERVIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE (GROUND)
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY: *Robert Schneider*



CH. NO. _____
DATE 12-83
JOB NO. 5 109,898
L.H. 45 END: RAY

YOU 2-9-97 PAGE 1862

RECORDER'S MEMORANDUM:
ALL OR PARTS OF THE TEXT ON THIS PAGE
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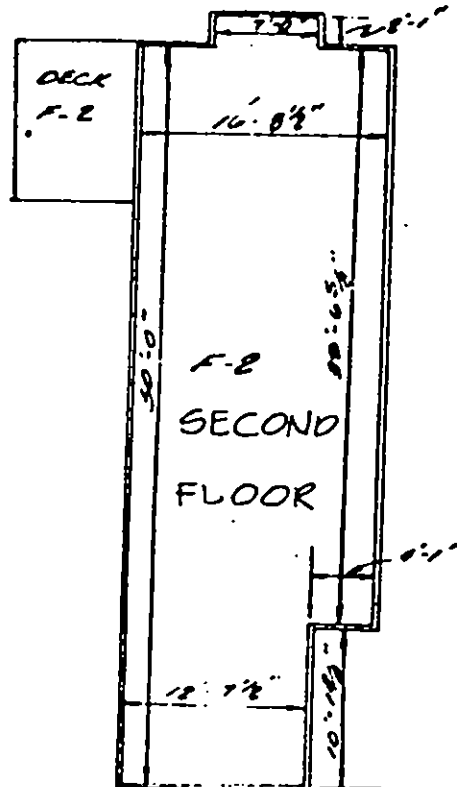
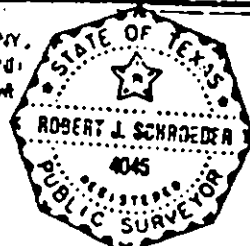
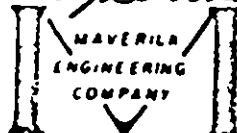


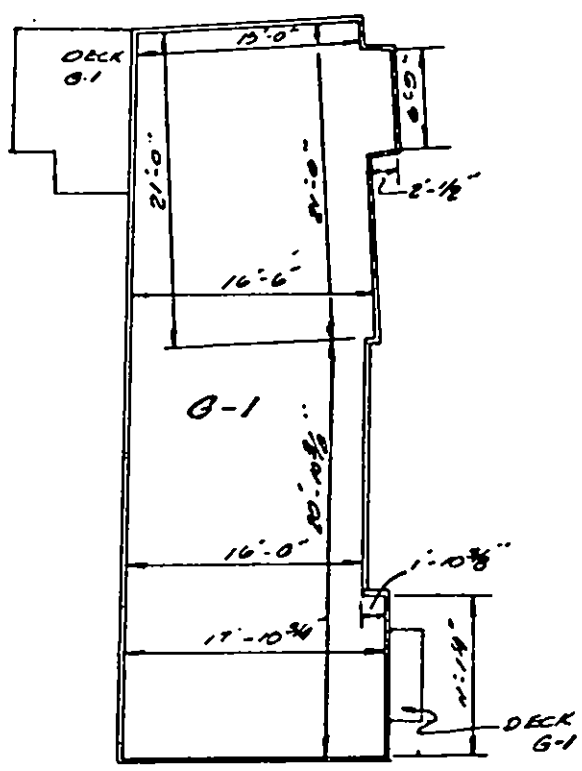
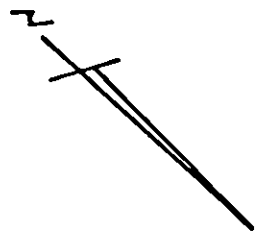
EXHIBIT "B"
RIVERVIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUNDS
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY: *Robert J. Schroeder*



(S) NO. _____
DATE 11-1-88
NRI NO. 5108,888
LIFE: 18 YRS: RAT.

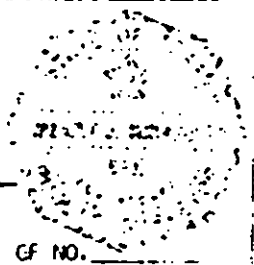
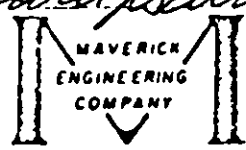


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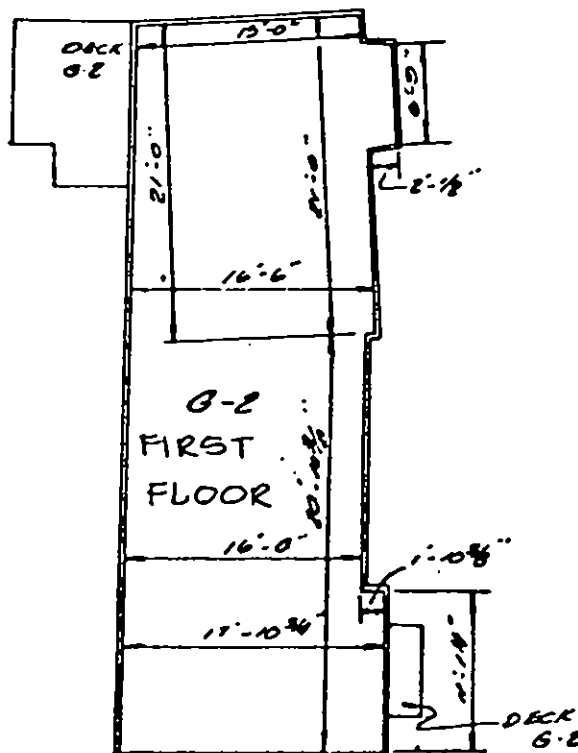
EXHIBIT "B"
RIVERVIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY: *Robert Schneider*



CF NO. _____
DATE 11-1-83
JOB NO. 5108, 508
DWN: J.B. (KID), PAT.

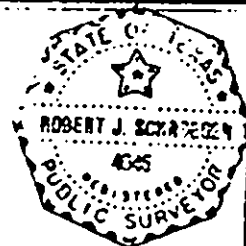


RECORDER'S MEMORANDUM,
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EXHIBIT "B"
RIVERVIEW
CONDOMINIUM

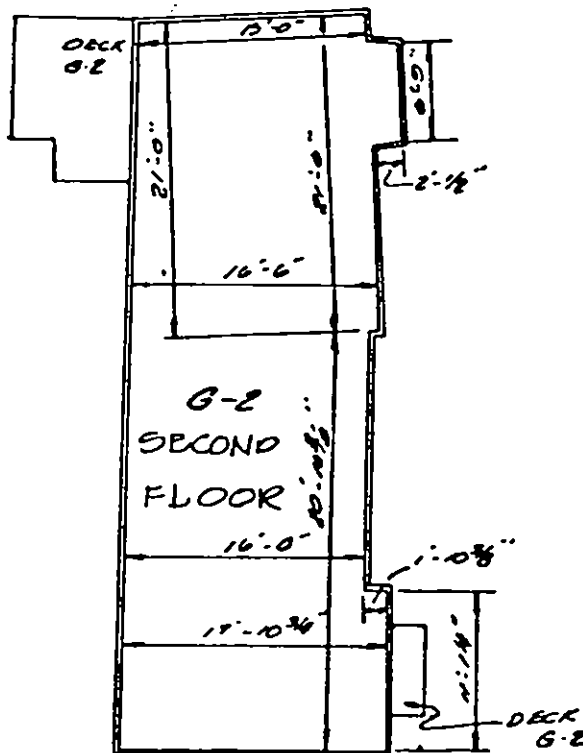
WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GRINDB
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY:



GF NO.
DATE 11-83
JOB NO. 5108, 308
DRN: B. CND. PAT

VOL 2997 PAGE 1865



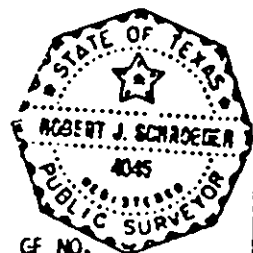
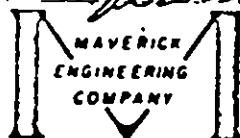
RECORDER'S MEMORANDUM
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RECORDATION

EXHIBIT "B"
RIVERVIEW
CONDOMINIUM

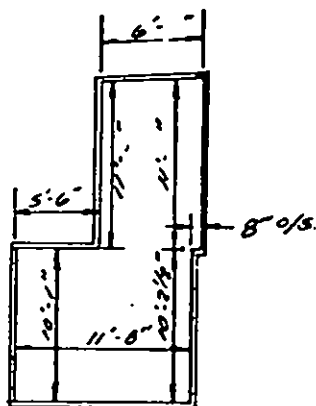
WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY:

Robert J. Schroeder



CE NO.
DATE 11-1-83
JOB NO. 5108,328
DRN: J.B. CKD: RAY



G-2 THIRD FLOOR

RECORDER'S MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
RECORDATION

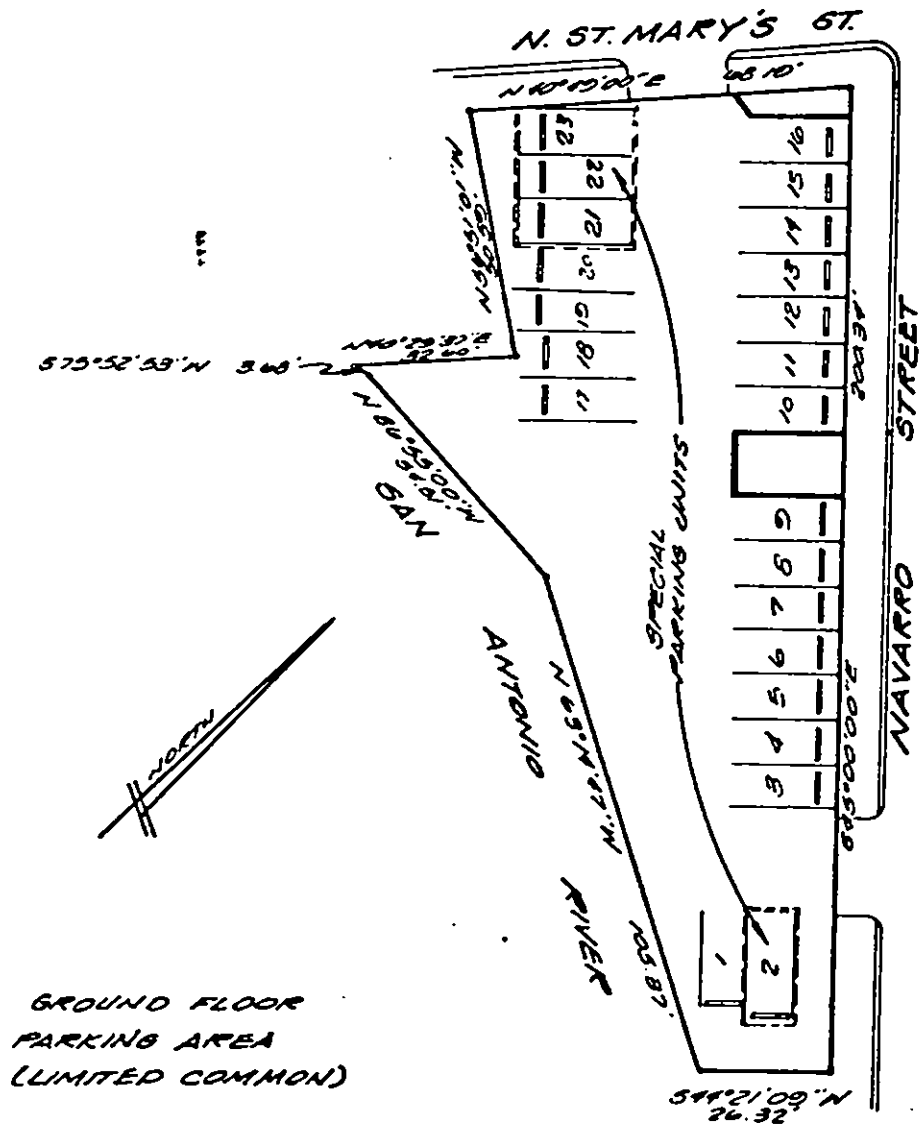
EXHIBIT "B"
RIVERVIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY:

MAVERICK
ENGINEERING
COMPANY

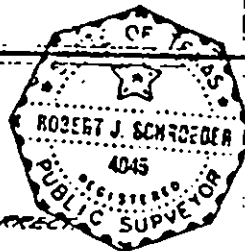
GF NO.
DATE 12-83
JOB NO. 5108.528
DRN: J.F.B./CKD: R.A.T.

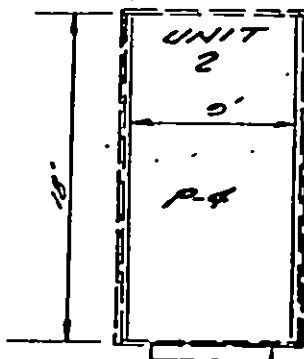
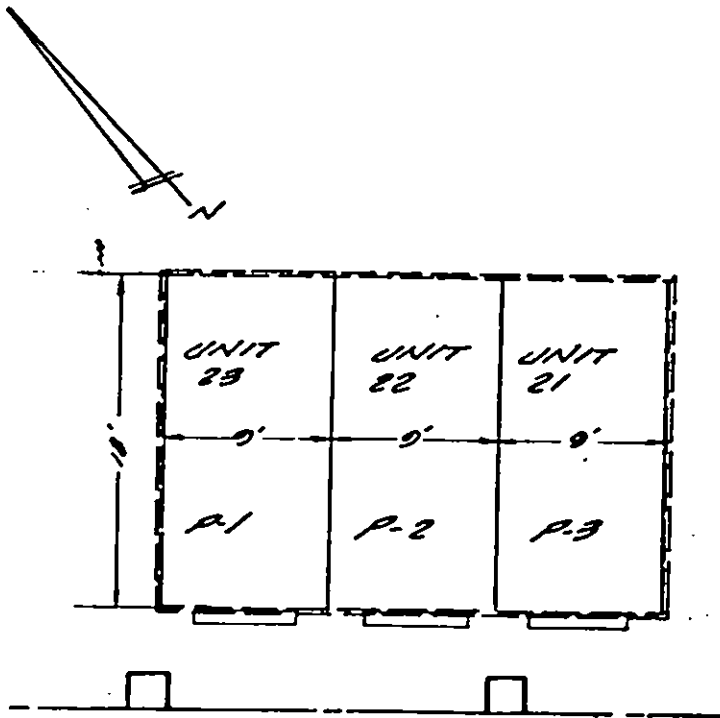


RECORDER'S MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
RECORDATION

EXHIBIT "B"
RIVERVIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE (GROUND)
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS, AND
THAT THIS PLAN IS TRUE AND CORRECT
BY: *[Signature]*





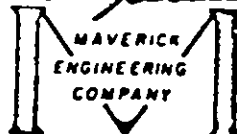
RECORDER'S MEMORANDUM:
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
REPRODUCTION

EXHIBIT "B"
RIVERVIEW
CONDOMINIUM

WE, MAVERICK ENGINEERING COMPANY,
HAVE MADE A SURVEY ON THE GROUND
OF THE FOREGOING PROPERTY AND WE
CERTIFY THAT THERE ARE NO
VISIBLE ENCROACHMENTS.

BY:

Robert J. Schneider



GF NO. _____
DATE 11-1-83
JOB NO. 5108, 528
DRN: 18, CND: R.A.T.

EXHIBIT C TO DECLARATION OF CONDOMINIUM

RIVERVIEW CONDOMINIUM

<u>Building/Apartment</u>	<u>Approximate Square Footage</u>	<u>Percentage Interest in the Common Elements</u>
A/A-1	824	3.868
A/A-2	824	3.868
A/A-3	824	3.868
A/B-1	1054	4.962
A/B-2	1054	4.962
A/B-3	1054	4.962
A/C-1	1144	5.390
A/C-2	1144	5.390
A/C-3	1144	5.390
A/D-1	1175	5.538
A/D-2	1175	5.538
A/D-3	1175	5.538
B/E-1	1101	5.186
B/E-2	1101	5.186
B/E-3	1101	5.186
B/F-1	809	3.796
B/F-2	1603	7.574
B/G-1	838	3.934
B/G-2	1874	8.864
2 *	162	0.250
21 *	162	0.250
22 *	162	0.250
23 *	162	0.250

TOTAL 100.0%

* Special Parking Units

DP3/lze

FILED IN OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.

1983 DEC 28 A 9 22

