



*Privacy, Luxury & a World Away from the Ordinary*

**DECLARATION OF  
CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES  
AND LIENS AFFECTING THE CONDOMINIUM UNITS  
LOCATED AT 523 EAST CROCKETT STREET IN SAN ANTONIO, TEXAS**

\_\_\_\_\_  
Client(s) Signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client(s) Signature(s)

\_\_\_\_\_  
Date

SAMPLE

Eyezen Development, Inc. a Texas Corporation, hereinafter known as "Declarant", makes this Declaration.

WHEREAS, Declarant, is the Owner of approximately .1143 acres located in the jurisdiction of San Antonio, Bexar County, Texas, located at 523 East Crockett Street, as shown on the survey dated January 2006, and further identified as the property of the Crockett Street Condominiums, to wit: all property located in the area known as the Crockett Street Condominiums (hereinafter known as "The Building") including Crockett Street Condominiums (hereinafter known as "Condominium Units"). Said Declarant, or its' assignees, desires to provide for the preservation of the values and amenities of said Condominium Units by providing this Declaration of Conditions, Covenants, Restrictions, Easements, Charges and Liens (hereinafter known as "Covenants"). The Covenants hereinafter, are for the benefit of said property and for each Condominium Unit Owner thereof, and therefore shall apply to and bind the Owner and any successors in interest of any Condominium Unit thereof. Whereas, each Owner shall, for the benefit of the Condominium Units, ensure current Covenants are provided to guests residing on property, any maintenance or contracted provider for said property, and where change in lease or ownership of property is made. In addition, each Owner shall be responsible for the actions of those guests or individuals living or visiting Owner's premises, and for their actions while in said The Building.

THEREFORE, Declarant, or its' assignees, declares that the Condominium Units at East Crockett Street, San Antonio, Texas, shall be held, transferred, sold, conveyed and occupied under the Covenants as hereinafter set forth:

**East Crockett Street Condominiums Use Restrictions**

**Section 101**

All Condominium Units shall be used exclusively for residential purposes and shall not be occupied for any purposes other than residential use. No businesses, professional or other activity, except rental, conducted for gain shall be carried on or within any Condominium Unit.

**Section 102**

Any management contract between the said Owner and Declarant, or its' assignees, shall be subordinate to these Covenants.

**Section 103**

Owners will be required to notify security of any expected visitors.

**Condominium Rental**

**Section 104**

Crockett Street Condominiums shall be operated as a residential Condominium Units may be occupied exclusively by the owner or placed in the rental pool. If rented, all rentals will be administered solely by the Crockett Street Operations & Management Company (hereinafter the CSO&M) and cannot be rented by individual owners or any other individual or management company and the CSO&M will be paid a fee of one months rental income plus reasonable legal fees, not to exceed one percent (1%) of the income generated from the entire term of the lease.

**Section 105**

Any persons except the Owner occupying the Condominium Units, including friends and guests of the Owner, will be considered renters and administered as such by CSO&M.

**Section 106**

Members of the Owner's immediate family shall be treated the same as the Owner and must be registered with CSO&M.

**Section 107**

Only designated building space can be used for commercial purposes as set forth and identified in first floor and basement floor plans. The "Declarant" will retain said space and its use will not have any restrictions and shall be maintained by CSO&M

**Living Environment Standards**

**Section 108**

Each Condominium Unit Owner shall have the use and enjoyment of the Common Areas as defined by the Declarant, and other common facilities unless privileges have been revoked for cause. Each Owner hereby covenants and agrees to pay a pro-rata share of the costs and expenses of maintaining and repair of said Common Areas. All costs and expenses associated with the maintenance and repair of said Common Areas shall be divided on a per unit basis among the Condominium Unit Owners, each individual Business, Commercial, or Service Facility.

**Section 109**

No use of the Common Areas shall be made which would thereby in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over the Common Area. No Owner shall place any structure whatsoever upon the Common Area, nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to all Owners. The use of the Common Area and the restrictions of use on any portion of the Common Areas shall be subject to such rules and regulations provided by the Declarant, or its' assignees. No use shall ever be made of the Common Areas whereby its use would deny ingress or egress to those Owners having access to Condominium Units located near the Common Areas.

**Section 110**

Each Owner shall prevent the development of unclean, unsightly or un-kept conditions of exterior areas including porches, decks, hallways, front entrances, courtyards and access corridors whereby neglect would tend to substantially decrease the beauty of the neighborhood as a whole or in a specific area.

**Section 111**

Outdoor clothes poles, clotheslines or other facilities used for drying or airing of clothing are not permitted.

**Section 112**

All trash, rubbish, garbage and other refuse must be deposited in the appropriate refuse collection areas.

**Section 113**

No noxious or offensive activity shall be carried out in the Common Areas or in any Condominium Unit, or anything done tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No illegal, offensive or hazardous activities may be carried out in the Common Areas or in any Condominium Unit. No annoying lights, sound or odors shall be permitted to emanate from any Condominium Unit.

**Section 114**

No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes shall be located, used or placed on any structure, except with approval of the Declarant, or its' assignees.

**Section 115**

Owner shall permit a limit of one (1) domesticated cat or dog, no larger than thirty (30) pounds, on the property. Domesticated birds, fish, and other small animals permanently confined indoors may be allowed unless release of said

animal could pose a danger or threat to health, safety, or property. The limit of animals and the privileges to permit animals on premises may be waived or revoked by Declarant, or its' assignees. Owner shall register all animals with Declarant, or its' assignees, prior to said animals being permitted on property. Animals that are not owned and registered by the Owner shall not be allowed on the property. No animal of any kind shall be permitted on the property which in the opinion of Declarant, or its' assignees, makes an unreasonable amount of noise, odor, or is otherwise a nuisance or threat. No animal shall be kept, bred or maintained within the property for any commercial purpose. Owners shall be responsible for their animal, to include but not limited to pick up, removal and proper disposal of all excrement from said animal.

**Section 116**

Animals shall not be permitted loose on the property outside the Owner's Condominium Unit. If an animal should be loose on the property outside the Owner's Condominium Unit, the Owner thereof shall be responsible for all costs associated with the animal being picked up, brought under control, and any damages resulting from the loose animal. In the eventuality of repeated and willful violations, whereby an animal is loose by an Owner, the Declarant, or its' assignees, may restrain the animal and permanently ban the Owner from keeping said animal or any animal on the property.

**Section 117**

No aerial, antenna, satellite dish or other device for reception or transmission of radio, television, or any other electronic signals shall be installed or placed in any manner for permanent or temporary use in the Building except with the permission of the Declarant, or its' assignees.

**Section 118**

Window glazing shall be maintained in a clean condition.

All spillages such as oil, gasoline, paint etc. on the streets adjacent to the building must be cleaned immediately.

**Section 120**

No maintenance, servicing or repair of any type of vehicle, machine or device may be carried out except within a completely enclosed structure which screens the sight and sound of the activity from any neighboring property, adjacent streets, or Common Areas except in the case of emergencies.

**Section 121**

Abandoned or inoperable automobiles, or vehicles of any kind, shall not be parked on any street adjacent to the Building. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three weeks or longer, provided however, this shall not include vehicles parked by Owners between vacations. A written notice describing the "abandoned or inoperable vehicle" and requesting its removal may be personally served upon the Owner and posted on the unused vehicle. If such vehicle has not been removed within one (1) week after the notice has been given, the Declarant, or its' assignees, shall have the right to contact City officials to remove the vehicle without liability, and the expense, if any, of removal shall be charged to the Owner.

**Section 122**

No Owner shall cause or permit the presence, use, storage, disposal, release, or threaten to release any toxic, hazardous substances, flammable substances, pollutants or similar substances deemed hazardous to health, safety, property, or environmental condition. Small quantities of substances that are generally recognized to be appropriate to normal residential uses and for the maintenance of the property shall be allowed.

**Maintenance Fees for the Common Areas**

**Section 123**

An annual maintenance, Home Owners Association (HOA), fee for the common areas will be put into effect January 1, 2006, and said fee will be one thousand and five hundred US dollars (\$1,500.00) per year, for each Crockett Street Condominium Unit, and may be increased up to ten (10) percent annually with majority vote of the Condominium Unit Owners. The HOA fee will provide for the maintenance of the lighting, water and electric for Common Areas or facilities including, but not limited to open spaces, Common Area swimming pool, Common Area drainage facilities, retaining walls, landscaping, security walls, gates, and security personnel to staff the common area. The HOA fee will also provide for General Liability insurance and property taxes of the Common Areas. The HOA fee will be collected at the time of closing, prorated from the closing date until January 1st of the upcoming year. Each Condominium Unit Owner will be billed and advised of the assessment by October, of each year. If the assessment fee is not paid within thirty (30) days of the due date, a rebilling charge of fifty US dollars (\$50.00) will be assessed plus a ten (10) percent late charge on the total amount due. If the assessment fee is not paid within ninety (90) days of the due date, a lien will be placed on the Owner's property. Further, Owner and guests will not be permitted to use the Common Areas and facilities until assessment fees are paid in full. The Owner will be charged for all costs and attorney fees.

**Section 124**

HOA funds remaining after all expenses have been paid at the end of the year, shall be used for the up coming year's expenses, or the Declarant, or its' assignees, may reduce the annual HOA fee for one year only if the Declarant, or its' assignees, determines that the excess, plus the upcoming years billing, plus a reasonable reserve, is not needed for

projected expenses.

**Building Maintenance Fees**

**Section 125**

A monthly maintenance fee (billed annually) for exterior building maintenance will be billed to each Condominium Unit Owner upon completion of their Unit, and said fee will be billed according to the size of Condominium Units as follows:

<u>Apartment Type</u>	<u>Square Footage</u>	<u>Bedroom Count</u>	<u>Monthly Fee Amount</u>
A	1,780 S.F.	Two (2) Bedroom	\$425.00
B	1,780 S.F.	Two (2) Bedroom	\$425.00
C	1,033 S.F.	Two (2) Bedroom	\$375.00
A+	3,560 S.F.	Three (3) Bedroom	\$525.00
B+	3,560 S.F.	Three (3) Bedroom	\$525.00
R	1,780 S.F.	1 <sup>st</sup> floor retail space	\$425.00
B.O.	3,151 S.F.	Basement Offices	\$425.00

The maintenance fee will provide for management company fees, exterior maintenance, including but not limited to roof repair and replacement, gutters and downspouts, and repainting windows, doors, railings, corridors and other similar items.

The maintenance fee will be collected at the time of closing, prorated from the month of closing until January 1st of the upcoming year. Each Condominium Unit Owner will be billed and advised of the assessment by December 1st, of each year and will be due and payable by the following January. If the assessment fee is not paid with thirty (30) days of the due date, a rebilling charge of fifty US dollars (\$50.00) will be assessed plus a ten (10) percent late charge on the total amount due. If the assessment is not paid within ninety (90) days of the due date, a lien will be placed on the Owner's property. Further, Owner and guests will not be permitted to use the Common Areas and facilities until assessment fees are paid in full. The Owner will be charged for all costs and attorney fees.

**Section 126**

All maintenance will be done by the CSO&M

**Additional Common Area Improvements**

**Section 127**

If improvements to the Common Areas or facilities are required, and approved by two thirds (2/3) of the Owners, a special assessment will be levied equally upon all Owners to be paid within sixty (60) days notice of assessment.

If the assessment fee is not paid within thirty (30) days of the due date, a rebilling charge of fifty US dollars (\$100.00) will be assessed plus a ten (10) percent late charge on the total amount due. If the assessment fee is not paid within ninety (90) days of the due date, a lien will be placed on the Owner's property. Further, Owner and guests will not be permitted to use the Common Areas and facilities until assessment fees are paid in full. The Owner will be charged for all costs and attorney fees.

**Electricity, Water, Sewage, & Communications**

**Section 128**

Water will be provided by SAWS (San Antonio Water System) metered and billed by them, based on usage.

**Section 129**

Electricity will be provided by CPS (City Public Service) metered and billed by them, based on usage.

**Section 130**

All sewage will be handled by the City of San Antonio and the costs will be billed by them at the current rates or by way of property tax.

**Section 131**

Telephone, Internet and Television services will be chosen by each individual condominium owner.

**Covenants Are Transferred With The Title**

**Section 132**

These Covenants shall run with the title and shall inure to and be binding on each Condominium Unit and Owner, as well

as each person or entity hereafter acquiring ownership or any right, title, or interest in any Condominium Unit in Crockett Street.

**Covenants Are Cumulative**

**Section 133**

Each of these Covenants is cumulative and independent, and is therefore, construed without reference to any other provisions dealing with the same subject matter or imposing similar or dissimilar restrictions. The provision shall be fully enforceable, although it may prohibit an act or omission that is sanctioned or permitted by another provision.

**These Covenants May Not Be Waived**

**Section 134**

Except as these Covenants may be amended or terminated by the Declarant, or its' assignees, they may not be waived, and a failure to enforce these Covenants shall not constitute a waiver. It is not intended that these Covenants should require constant, harsh, or literal enforcement as a requisite of their continuing vitality, and that any leniency or neglect in their enforcement shall not in any way invalidate these Covenants, or any part of them, as an impediment to their subsequent enforcement, and each Owner agrees not to defend against the enforcement of these Covenants on the grounds of waiver.

**Declarant Can Remedy Violations**

**Section 135**

The Declarant, or its' assignees, may give notice to the Condominium Unit Owner where a breach occurs or which is occupied by the persons causing or responsible for the breach. Said notice shall state the nature of the breach, and the intent of Declarant, or its' assignees, to invoke this Section, unless within a period stated in the notice, not less than five (5) calendar days, the breach is cured and terminated or appropriate measures to cure and terminate are begun and thereafter continuously prosecuted with diligence. If the breach is not cured and terminated as required by the notice, the Declarant, or its' assignees, may cause the breach to be cured and terminated at the expense of the Owner or Owners so notified, and entry on Owners' property as necessary for such purpose shall not be deemed a trespass. The cost to do so, incurred by the Declarant, or its' assignees, shall be paid by the Owner responsible for the breach and if not paid within thirty (30) days after such Owner has been sent notice of the amount due, such amount, plus interest at the rate of fifteen (15) percent per annum, cost of collection, and any other cost incurred, shall be enforced by a lien on the ownership interest in the Owner's Condominium Unit including improvements thereon of each person so notified, and shall in all respects be the personal obligation of the Owner. The Declarant, or its' assignees, may bring an action at law for recovery of the costs so incurred, plus interest and cost of collection against the Owner personally obligated to pay. The Declarant, or its' assignees, may bring an action to foreclose the lien against the Condominium Unit and improvements that are subject to the lien, and therefore the Owner shall incur the added obligation for the costs of preparing and filing the complaint in such action and the judgment in any such action shall include interest as provided above, along with a reasonable attorney's fee to be fixed by the court, together with the costs of the action. The foregoing specified rights and remedies shall not limit the right of any Condominium Unit Owner to enforce these Covenants as otherwise may be provided by law.

**Enforcement and Severability**

**Section 136**

These Covenants are for the benefit of the Owners, jointly and severally, and the Declarant, or its' assignees, and may be enforced by action for damages, suits for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy instituted by one or more Owners or the Declarant, or its' assignees, its successors, or any combination of them. The party determined to have violated the Covenants shall pay all costs incurred by anyone in connection with any successful enforcement proceeding. If any of these Covenants shall be held invalid or become unenforceable, the other Covenants shall in no way be affected or impaired, but shall remain in full force and effect.

**Officers and Agents Excused From Liability**

**Section 137**

Declarant, or its' assignees, the officers and directors, members and agents of Declarant, or its' assignees, and the members of the Architectural Control Committee shall not be liable to any party whatsoever for any act or omission unless the act or omission is in bad faith and amounts to fraud.

**Action in Writing**

**Section 138**

Notices, approval, consents, extensions, applications, and other actions provided for, or contemplated by these Covenants, shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent, applications, or other action. Permission, consent or approval of Declarant, or its' assignees, under these Covenants is not effective unless in writing. Any writing including but not limited to any communication from the Declarant, or its' assignees, or the Architectural Control Committee to an Owner, shall be sufficiently served if delivered by mail or otherwise delivered to the Owner's Condominium Unit, or if the Owner is not resident in the Owner's Condominium Unit, then to the address furnished by the Owner to the Declarant, or its' assignees, and if the Owner has not furnished an address, then to the most recent address of which Declarant, or its' assignees, or the Architectural Control Committee has on record.

**Units Property Taxes**

**Section 139**

All property taxes will be paid when due to all and any official body requiring said taxes. The Management Company will be placed on the list of entities to be notified along with the condominium Owner of all taxes due and any notice of lateness or requests for payment of late taxes and any possibility or pending lawsuits. If taxes are not paid and legal action is instituted against condominium owner, the management company, at its discretion, may step in and pay the taxes and fees so as to secure the property from the pending legal action and possible forced sale or foreclosure and shall immediately place the property up for sale. Proceeds of the sale shall be turned over to the Property Owner less all expenditures made by the Management Company, such as, but not limited to, repairs, sales commissions, legal fees, advertising and a ten percent (10%) management handling fee of the total condominium sales price, plus interest of all expenditures, at the rate of fifteen percent APR (15%).

**Section 140**

Sales price will be no less then the value or of an amount less then the appraised price that's authorized by the Owner. Appraised value will be determined by a registered property appraiser chosen by the Management Company. The Property Owner has seven (7) days after notification of pending sale and sales price to appeal set selling price by submitting an appraisal prepared by a registered appraiser of the property owners choosing and at their own expense. At that juncture, the two sales prices will be submitted to the appeals board of the HOA and their decision on a minimum sales price will be final. Furthermore, a fee in the amount of Five Hundred Dollars (\$500.00) will be paid into the HOA's general fund for each appeal.

**HOA (Home Owners Association)**

**Section 141**

The Home Owners Association shall be made up of Condominium Owners who will have the rights and privileges to attend stated meetings, move issues and vote on any pending issue, amendment or resolution before the HOA after sixty percent (60%) of the Condominium Units are sold. Control of the Maintenance and Home Owners fees shall be controlled, dispersed and allocated by the Declarant until the HOA is formed.

**Section 142**

The Home Owners Association shall install, by way of elections of the members of the HOA, a Board of Directors who's number shall be five (5) in total. One (1) Chairperson and Four (4) Board Members. Only one person from each Condominium Unit can be elected to the Board and must be at least twenty one (21) years in age.

**Section 143**

The Homeowners Association shall install, by way of elections of the members of the HOA, an Architectural Control Committee, who's number shall be five (5) in total. One (1) Chairperson and Four (4) Committee Members. Only one person from each Condominium Unit can be elected to the Committee and must be at least twenty one (21) years in age.

**Section 144**

The Board of Directors shall have the authority to install other Committees, as the need arises, by way of appointment and their numbers will vary and will be established by the Board of Directors. These Committees will have advisory powers only and will report directly to the Board or the Association as mandated by the Board and any Condominium Owner can serve on a Committee.

**Section 145**

Each Condominium Unit will have voting power based on the square footage of their Condominium as noted in Section 125 and in the following Schedule:

**Schedule of Votes Per Condominium Unit**

<u>Unit Type</u>	<u>Unit Square Footage</u>		<u>Unit Vote Count</u>
A	1,780 S.F.	=	1780 Votes
B	1,780 S.F.	=	1780 Votes
C	1,033 S.F.	=	1033 Votes
A+	3,560 S.F.	=	3560 Votes
B+	3,560 S.F.	=	3560 Votes
R	1,780 S.F.	=	1780 Votes
B.O.	3,150 S.F.	=	3150 Votes

**Section 146**

A quorum must be met for any issue, amendment or resolution to be moved for vote before the HOA. Fifty Percent (50%) of the total votes shall be present to have a quorum.

**Section 147**

A majority vote shall be needed to pass any issue, amendment or resolution put before the HOA, unless otherwise stated herein this declaration.

**Section 148**

The HOA shall adopt Bylaws to govern the HOA within the first six (6) months of the formation of the HOA and no Bylaw shall change, amend or dissolve any part of this Declaration.

**Crockett Street Operations & Management Company**

**Section 149**

The Crockett Street Operations & Management Company, Inc. (CSO&M) is a Texas Corporation and a subsidiary of Eyezen Development, Inc. whose authority is perpetual with duties as outlined within and shall operate and be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, Eyezen Development, Inc., has executed these Covenants on this \_\_\_\_\_ day of \_\_\_\_\_, 2006. This document has been legally registered with Bexar County and the State of Texas.

BY: \_\_\_\_\_

**Roy Eisenstein**  
**President**  
**Eyezen Development, Inc.**  
**405 N. St. Marys, Suite 550**  
**San Antonio, Texas 78205**