



DECLARATION OF PROTECTIVE COVENANTS  
FOR  
**THE ENCLAVE AT THE DOMINION**

The Dominion Planned Unit Development

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STATE OF TEXAS           §  
                                      §                           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

That Dominion Enclave Partners, Ltd., a Texas limited partnership ("Declarant"), being the owner of all of the lots situated within that certain subdivision known as The Enclave at The Dominion, according to the plat of the subdivision recorded in Volume 9559, Pages 135-136, of the Official Public Records of Real Property, Bexar County, Texas, (hereinafter called "the Subdivision"), and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the Subdivision, does hereby adopt and establish the following restrictions and covenants to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants;

ARTICLE I

DEFINITIONS

The following terms when used in this Declaration shall have the following meanings unless the context provides otherwise:

1.     Architectural Control Committee or Committee shall mean the Architectural Control Committee referred to in Article VI hereof and which is established by the Umbrella Declaration.
2.     Association shall mean The Dominion Homeowners Association, Inc. which is referred to in the Umbrella Declaration, its successors and assigns.
3.     Common Properties shall mean the properties to be owned and maintained by the Association for the common use and enjoyment of its members, including but not limited to private streets, greenbelts, parkways, medians, islands, gates and other facilities now or

hereafter situated within The Enclave at The Dominion Planned Unit Development, which specifically include the following lots: Landscape Easement Area and Lots 12, 17, 18, and 19, Block 21, Enclave at The Dominion Subdivision, according to plat recorded in Volume 9559, Pages 135-136, Deed and Plat Records, Bexar County, Texas.

4. Custom Built Dwelling shall mean a Dwelling whose front elevation differs from the front elevations of other Dwellings situated in the Subdivision, it being the intent of the Declarant herein for the Subdivision to be comprised of Dwellings that have distinguishable front elevations such that the Subdivision will not have the outward appearance of a "tract" development wherein front elevations of the Dwellings situated therein are duplicated throughout the development.

5. Declarant shall mean Dominion Enclave Partners, Ltd., a Texas limited partnership and any other party to whom it assigns in writing any of its rights hereunder. No assignment of Declarant rights is valid unless approved by the Association, in writing.

6. Declaration shall mean and refer to this Declaration of Protective Covenants for The Enclave at The Dominion as it may, from time to time, be amended and supplemented.

7. Dwelling shall mean and refer to a single-family residence and its attached garage situated upon a Lot.

8. Improvements shall mean and include all buildings, patios, balconies, decks, fences, walls, hedges, landscaping, antennae, towers, poles, ponds, lakes, swimming pools, driveways, parking areas, utilities, signs and other structures, apparatus, improvements, recreational facilities, plantings or equipment of a permanent or semi-permanent character located on a Lot in the Subdivision and all subsequent changes, additions, treatments or replacements thereto and shall, where appropriate to the context, include clearing, grading, grubbing, landscaping and removing trees or other vegetation and/or any modification, expansion, demolition or removal of any existing structure.

9. Landscape Easement Area shall mean the strip of land located between any perimeter boundary wall and Dominion Drive or Brenthurst Lane.

10. Lot shall mean any lot, plot, parcel or tract of land shown on the recorded plat of the Subdivision with the exception of the Common Properties.

11. Owner shall mean the record owner, whether one or more persons or entities, of fee simple title to a Lot situated in the Subdivision (including contract sellers), but excluding

those having such interest merely as security for the performance of an obligation.

12. Subdivision shall mean The Enclave at The Dominion.

13. The Dominion Planned Unit Development shall mean that development which is covered by the Umbrella Declaration, both the original property described therein as well as any other parcels covered by annexation certificates thereto.

14. Umbrella Declaration shall mean the Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development duly recorded in Volume 2956, Pages 61, et. seq., of the Official Public Records of Real Property, Bexar County, Texas, and any amendments or supplements thereto.

## ARTICLE II

### USE

All Lots in the Subdivision shall be used for single-family residential purposes only. One Dwelling per Lot shall be permitted, together with accessory structures incidental thereto, including, but not limited to, shade structures, swimming pools, spas, fountains, patios, walls, fences, trellises and other similar structures, provided such structures are not connected or attached to Dwellings on adjacent Lots. "Single-family" shall mean a group of persons related by blood, marriage or adoption and shall also include foster children and domestic servants.

No Owner shall occupy or use his Lot or any Improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, his family, guests, tenants and servants, and uses directly incidental thereto.

No building material of any kind shall be placed or stored upon any Lot. However, when the Owner thereof is ready to commence construction of the Improvements the building material shall be placed within the property lines of the Lot upon which the Improvements are to be erected and shall not be placed on the street or between the curb and property line of the Lot. Once construction has commenced, it shall be diligently pursued to the end that the Improvements are not left in an unfinished condition any longer than is reasonably necessary. Construction of a Dwelling must be completed within one year from the date of issuance of a Building Permit pursuant to Article VI, Section 8 of this Declaration.

## ARTICLE III

### TITLE TO COMMON PROPERTIES

The Common Properties situated within the Subdivision shall be conveyed in fee simple to the Association, free and clear of any liens or other encumbrances, prior to the conveyance of a platted lot within the Subdivision. Until such time as (i) the Common Properties in the Subdivision are so conveyed, (ii) in excess of fifty percent (50%) of the Lots in the Subdivision are owned by someone other than the Declarant or assignee of Declarant, and (iii) the Common Properties are in a condition acceptable to the Association ("Turnover Conditions"), the Association shall have absolutely no responsibility for the maintenance, upkeep or repair of the Common Properties in the Subdivision except for maintaining liability insurance. Until the Turnover Conditions are satisfied, Declarant, at its sole cost and expense, shall maintain the Common Properties in a safe, sightly, good and functional condition, which is consistent with other property owned and maintained by the Association including, but not limited to, mowing the grass on the same intervals as the Association and overseeding the established grass with rye grass in the winter. After the Turnover Conditions have occurred, the Association shall be responsible for the maintenance, upkeep and repair of such Common Properties situated within the Subdivision.

Declarant shall send written notice to the Association when the Turnover Conditions have occurred. A representative of the Association will inspect the Common Properties to determine their state of repair and maintenance within thirty (30) days of receiving notice from the Declarant. The Association will send a punch list of items to repair or replace prior to the acceptance by the Association within 14 days of the inspection. Declarant shall correct the items on the punch list within thirty (30) days of receiving the punch list from the Association. After Declarant corrects the items on the punch list then the Association will issue an acceptance letter of the Common Properties. No assessments shall be imposed on any of the Common Properties.

## ARTICLE IV

### UMBRELLA DECLARATION

In addition to the covenants, conditions, restrictions and obligations set forth in this Declaration, the Umbrella Declaration (as modified from time to time), and the covenants, conditions, restrictions and obligations set forth therein shall apply to the Lots in the Subdivision, whether or not the Declarant has complied with the provisions of Article I, Section 3 of the Umbrella Declaration by recording of the annexation certificate annexing the Subdivision into The Dominion Planned Unit Development. Notwithstanding the foregoing,



should any restriction of this Declaration conflict with a restriction of the Umbrella Declaration, the more restrictive restriction in either this Declaration or the Umbrella Declaration shall control.

## ARTICLE V

### ASSESSMENTS

The Declarant for each Lot owned by it within the subdivision, hereby covenants, and each Owner of any such Lot by acceptance of deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay The Dominion Homeowners Association:

A. Annual assessments or charges, to be fixed, established and collected from time to time as hereinafter provided; and

B. Special assessments to be fixed, established, and collected from time to time as hereinafter provided.

Each such assessment, together with interest, and costs of collection, including reasonable attorney's fees, as hereinafter provided, shall be the personal obligation of the person who was Owner of such property at the time the obligation accrued as well as constituting a lien running with the Lot in question.

Purpose of Assessments: The Assessments levied by the Association shall constitute and be known as "the Maintenance Fund." The Maintenance Fund shall be held, used, and expended by the Association for the common benefit of all for the following purposes to-wit: to promote the health, safety, security, and welfare of The Dominion Planned Unit Development (of which the subdivision is a part); to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Properties; and for any other purpose authorized by the Association's governing documents and State law.

Annual Assessments: Each Owner shall pay to the Association the annual assessment determined by the Board of Directors. The rate of annual assessment may be increased or decreased by vote of the Board of Directors from time to time after due consideration to then current budget and projected future needs of the Association.

Special Assessments: In addition to the annual assessment authorized above, the Board of Directors of the Association may levy in any assessment year or years special

assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair, or replacement of capital improvement on or which is part of the Common Properties, or for carrying out other purposes, powers, and duties of the Association as stated herein, in the Articles of Incorporation, or any governing document of the Association.

**Vote Required for Increase in Rate of Annual Assessment:** The increase in the rate of the annual assessment as authorized herein above must be approved by a majority of the Board of Directors of the Association voting in person or by proxy, at meeting duly called for such purpose.

**Vote Required for Special Assessment:** The Special Assessments authorized herein, must be approved by majority of votes of the Board of Directors of the Association voting in person or by proxy, at meeting duly called for such purpose.

**Commencement Date of Annual Assessment:** Assessments provided for herein shall commence either on the date of sale of each Lot by Declarant, including Declarant's sale under a contract for deed, or in the event the Lot is owned by the Declarant, on the date a Building Permit is issued by the Committee for construction of a Dwelling on such Lot, whichever shall first occur. Within 30 days of said conveyance, the Declarant shall give the Association written notice of the transfer of ownership, and the name and address of the new owner.

**Due Date of Assessments:** Annual Assessments shall become due and payable monthly on those dates established by the Board of Directors from time to time, or at other intervals or dates established by the Board of Directors from time to time.

## ARTICLE VI

### ARCHITECTURAL CONTROL

1. Development Objectives. The aesthetic quality of the Subdivision requires that all Improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, the Architectural Control Committee has been created. The Architectural Control Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.

2. Architectural Control Committee. The Architectural Control Committee shall

be composed of five (5) members appointed by the Board of Directors of the Association who have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Committee.

3. Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of buildings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such material as will, in the judgment of the Committee, create an attractive and harmonious blend with existing and proposed Improvements and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the Subdivision and of other Owners or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Committee feels that the repetition of such matters will have an adverse affect on The Dominion Planned Unit Development.

4. Function of the Architectural Control Committee. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all purposes consistent with the creation and preservation of a first-class development. No Improvement (as defined in Article I of this Declaration or the Umbrella Declaration), shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of a Lot in the Subdivision until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

5. Procedure of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering the Improvements, which procedures and guidelines will be binding upon the Owners, their successors and assigns. All submissions (requests for approvals, inquiries, etc.) to the Committee, in order to be effective, must be by written communication addressed to the Committee at the offices of the Association, and must either be delivered to such offices or sent in the United States Mail thereto. Verbal approval from such Committee shall be ineffectual for all purposes. All approvals or variances issued by the Committee, in order to be effective, must be in writing.

6. Approval of Plans. No building, structure, wall, fence, landscaping, recreational facilities of any kind, or other improvement shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition to or change or alteration therein be made, until the detailed plans and specifications therefore have been submitted to and approved in writing by the Committee as to harmony of external design, color and location of the Improvement on the Lot and as to compliance with minimum standards in relation to property lines, easements, grades, surrounding structures, walks, topography and all other matters related thereto. The submitted plans and specifications shall specify in such form as the Architectural Control Committee may reasonably require the materials, structural detail, elevations, landscaping detail, and the nature, kind, shape, height, exterior color scheme, and location of the proposed Improvements or alteration thereto. The Architectural Control Committee shall be the sole authority to determine whether proposed improvements comply with applicable covenants, conditions, and restrictions and are in harmony of external design with existing structures and the overall plan and scheme of development of the Subdivision. Among other matters, the Committee shall consider the proposed topography, finished grade elevation, and the general appearance of the proposed improvements as may be determined from the front, rear and side elevations on submitted plans. The Committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar or irregular designs or appearances from being built on, in and/or within a Lot and, to the extent possible, ensure the harmonious development of the Subdivision in conformity with the common plan, scheme of development, and design. The Committee is not required to police or enforce compliance with such considerations as minimum size, setbacks or other specific, objective construction requirements. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee, or any of its members, be subject to suit by anyone for damages.

7. Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions or architectural standards which are provided in this Declaration or which may be promulgated in the future. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the Subdivision and must not detrimentally affect the integrity of the Subdivision nor the harmony with the natural surroundings. Written requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing, approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the granting of a variance to any Owner shall not

constitute a waiver of the Committee's right to strictly enforce this Declaration, the Umbrella Declaration and architectural standards provided hereunder, against any other Owner.

8. Issuance of Building Permit. Upon approval of final submittals, a building permit will be issued and construction may begin. All such permits must be prominently displayed at the job site and covered with clear plastic to prevent weathering.

9. Certificate of Occupancy. Prior to any occupancy of a Dwelling, the Committee must issue a "Certificate of Occupancy" which evidences the Committee's acknowledgment that the Dwelling has been completed in substantial accordance with the final design submittals. (Such Certificate shall not, however, prohibit the Committee from subsequently objecting to Improvements not built in compliance with the plans and specifications).

10. Failure of the Committee to Act. Except as otherwise provided herein to the contrary, if the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has disapproved such preliminary design or plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

11. Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee nor any of the members of such Committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake or judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

## ARTICLE VII

### PROTECTIVE COVENANTS

1. Size of Dwelling. The total floor area of any Dwelling shall not be less than one thousand eight hundred contiguous square feet (1,800 sq. ft.), if one-story, and two thousand four hundred contiguous square feet (2,400 sq. if.), if more than one-story. These areas shall be exclusive of open porches, breezeways, carports, garages and other

outbuildings or areas of a similar nature which are typically not air conditioned.

2. Outbuilding Requirements. Every outbuilding inclusive of such structures as a storage building, servants' quarters, greenhouse or children's playhouse, shall be compatible with the Dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to the prior written approval of the Committee.

3. Masonry Requirements. The exterior walls of the main Dwelling constructed on any Lot shall be one hundred percent (100%) masonry or masonry veneer, exclusive of door, window and similar openings. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in the San Antonio, Texas building community as masonry. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this masonry requirement if, in its sole discretion, such waiver is advisable in order to accommodate unique or advanced building concept, design, or material, or to comply with historical authenticity standards of period architecture, and the resulting structure will not detract from the general appearance of the Subdivision.

4. Fences and Walls. All fences or walls in the Subdivision shall be of the following compositions:

1. All masonry; or
2. All wrought iron; or
3. Any combination of wrought iron and/or masonry; or
4. Any other material that in the sole discretion of the Architectural Control Committee is compatible with the style of the main Dwelling and the surrounding Dwellings and habitat.

No suspended masonry walls will be permitted.

No wood or chain link fences will be permitted.

No fence, wall or hedge shall be built or maintained forward of the front wall line of the main Dwelling, except for retaining walls and decorative walls or fences which are part of the architectural design of the main Dwelling, provided the Architectural Control Committee approves of same.

No fence, wall, hedge or shrub planting which obstructs sight lines at

elevations between two and six feet above roadways shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the street property lines and a line connecting them at points ten (10') feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended. The same sight line limits shall apply on any Lot within ten feet (10') from the intersection of street property lines with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at a sufficient height to prevent obstruction of such sight lines.

No fence or wall shall be higher than six feet (6') in height, as measured from the finished grade.

5. Driveways and Sidewalks. All driveways and other hard surfaces shall be surfaced with concrete, brick, stone or other similar hard surfaced material. All concrete finished driveways and other hard surfaces must have a pebble finish, an exposed aggregate surface, or a Bomite-type textural surface. No smooth finish concrete driveways or other hard surfaces are permitted. If the construction of sidewalks is required by the City of San Antonio, each Owner will construct and maintain a three foot (3') pebble finish sidewalk adjacent to and abutting the curb. Each Owner shall be responsible for the maintenance of all sidewalks on the Lot of the Owner.

6. Temporary Structures. No structure of a temporary character -- trailer, tent, shack, garage, barn or other outbuildings -- shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be connected to utilities situated within a Lot. No Dwelling previously constructed elsewhere may be moved on any Lot in the Subdivision. This covenant specifically prohibits the use of a mobile home, manufactured home, HUD-Code manufactured home, modular home, or a similar structure by whatever name known in which the axle and wheels have been removed and placed upon a concrete slab, and further specifically prohibits the use of a mobile home or recreational vehicle upon which the wheels have been left attached at any time as a residence, either temporarily or permanently. All improvements to a Lot must be site-built and no pre-manufactured structures or components may be brought onto a Lot without the specific prior written approval of the ACC. Notwithstanding the other provisions of this Declaration, the Architectural Control Committee may, in its sole discretion, allow temporary structures to be used as construction and/or sales offices during the construction of Improvements on a Lot.

7. Signs. No signs of any kind shall be displayed to the public view on any Lot including, but not limited to, the displaying of any signs which advertise the Lot or

Improvements for sale or lease, except as expressly permitted hereunder. The Architectural Control Committee may establish standardized sign criteria for the Subdivision which permits the displaying of one sign per Lot which is uniform in size, color and permitted location on the Lot, which sign can be used to specifically identify that a particular Lot is for sale or lease, provided, however, that the sign shall not contain the words "For Sale," "For Lease," "Available," or any other similar descriptive words. The Committee specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of the Dwellings on such Lots and a separate set of standards and criteria to apply to such Lots after a Dwelling has first been occupied thereon, and to modify such standards and criteria from time to time. Signs used by the Declarant (the design, materials and location which are subject to prior approval by the Committee) to advertise the Subdivision property during the development, construction and sales period shall be permitted, irrespective of the foregoing.

8. Maintenance. Grass, weeds, shrubs and all vegetation on each Lot shall be kept mowed and/or trimmed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the Lot and promptly replaced. Lawns must be properly maintained. Improvements must be promptly repaired and maintained, and no objectionable or unsightly usage of Lots which is visible from any other Lot or to the public view will be permitted. Building materials shall not be stored on any Lot except when being employed in construction on such Lot. Any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. All Lots shall be kept at all times in a sanitary, healthful, attractive and safe condition and the accumulation of garbage, trash or rubbish of any kind thereon shall not be permitted.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements (or any other reasonable requirements, rules or regulations established from time to time by the Association and published to Owners, for the purpose of maintaining a sanitary, healthful and attractive Subdivision or for the purpose of complying with any of the maintenance requirements as provided in Section 1, Article VIII of the Umbrella Declaration) then, in such event, the Declarant or the Association may specifically enforce those provisions as provided in Section 2, Article VIII (and other parts) of such Umbrella Declaration, and those enforcement provisions contained herein and may have the grass, weeds, shrubs, trees and vegetation cut or trimmed when and as often as the same is necessary in its judgment, and have dead trees and shrubs and plants removed there from. Declarant or the Association may also, at their option, remove any garbage, trash or rubbish situated on a Lot in violation of this covenant and make or repair Improvements as deemed required in its judgment. The Owner of any such Lot shall be obligated to reimburse Declarant or the Association for the cost of any such maintenance or removal or repair upon demand.



9. Utility Easements. Easements for installation and maintenance of utilities, cable television and drainage facilities are reserved as shown on the recorded plat for the Subdivision and/or as provided by instruments of record or to be recorded. Within these easements, if any, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any and all Improvements in such shall be maintained continuously by the Owner of the Lot. Neither Declarant, the Association, nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements, except as may be required by state, county or municipal statutes, ordinances, rules or regulations, or by the Association, or by custom and practice of such utility company.

10. Outside Parking and Storage of Vehicles, Etc. No trailer, tent, boat, recreational vehicle or stripped down, wrecked, junked, or wholly inoperable vehicle, equipment or machinery of any sort shall be kept, parked, stored, or maintained on any portion of the Lot unless completely enclosed within the garage of the Dwelling. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot. The Board of Directors of the Association is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property both on Lots and the Common Properties in the Subdivision as it may from time-to-time be deemed necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Owners, provided, however, no such additional rules or regulation shall in any manner revoke or relax any of the restrictions of use set forth in this Section.

11. Nuisances. No noxious or offensive activity shall be carried on or upon a Lot or upon the Common Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No Owner shall do any act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their Owners. No blasting shall be conducted on any Lot without the express written permission of the

Committee.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring Lots (except reasonable security or landscape lighting that has approval of the Architectural Control Committee). Upon being given notice by the Association that any such lighting is objectionable, the Owner shall take all necessary steps to properly shield same in a manner that affords consideration to those Owners disturbed thereby.

No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and Improvements situated thereon) shall be placed or used upon any Lot.

12. Garbage and Refuse Disposal; Trash Receptacle Areas. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall at all times be kept in a screened, solid walled, enclosed receptacle area of no less than four feet (4') high, three feet six inches (3'6") deep, and three feet (3') wide which is constructed of the same materials as exterior walls of the Dwelling with a solid gate of at least thirty inches (30") meeting the standards and criteria established by the Architectural Control Committee, and in no event shall any garbage or trash containers be placed on any Lot within the view of any street or other Lot. No trash, ashes or other refuse may be thrown, dumped or burned on any vacant Lot, greenbelt or other area in the Subdivision.

13. Animals. No sheep, goats, horses, cattle, swine, poultry, snakes, livestock, or other animals of any kind shall ever be raised, kept, bred or harbored on any portion of the Subdivision, except that dogs, cats, or other common household pets not to exceed a total of two (2) adult animals (which for the purposes of these covenants shall be defined as an animal which is one (1) year of age or older) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a Dwelling or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage or other container. Any such basket, cage or other container shall not be readily visible from the street. The Board of Directors of the Association is empowered to establish additional rules and regulations relating to animals as it may from time-to-time be deemed necessary. Such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Owners, provided, however, no such additional rules or regulation shall in any manner revoke or relax any of the restrictions of use set forth in this Section.

14. Oil and Mining Operations. No oil drilling, oil development operations, oil

refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots.

15. Individual Water and Sewage Systems. No individual water supply system or sewage disposal system shall be permitted on any single family residential Lot, including, but not limited to, water wells, cesspools or septic tanks.

16. Satellites, Antennae and Solar Panels. Satellite dishes, antennae and solar panels are prohibited excepting those which are expressly allowed by law or which have been previously approved in writing by the Architectural Control Committee.

17. Drainage Easements. Easements for drainage throughout the Subdivision are reserved across the rear five feet of each Lot and as shown on the recorded plat for the Subdivision, such easements being depicted as "drainage easements." No Owner of any Lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner may:

1. alter, change or modify the existing natural vegetation in the drainage easements in a manner that changes the character of the original environment of such easements; or

2. alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee; or

3. construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement, provided however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over the easement; or

4. permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

5. place, store or permit to accumulate trash, garbage, leaves, limbs or

other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Section shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee, the Association and/or Declarant, and such entities shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Section shall in no way affect any other recorded easement in the Subdivision.

18. Mail Boxes. Centralized mail boxes shall be provided within the Subdivision as part of the Common Properties in the Subdivision. No other mail boxes shall be erected or maintained within the Subdivision.

19. Athletic Facilities. No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed on any Lot in the Subdivision.

20. Garages. A garage able to accommodate at least two (2) automobiles and not more than three (3) automobiles must be constructed and maintained for each Dwelling. Automatic/Electric garage door openers shall be required for all garages. Interior walls of all garages must be finished (i.e. taped, bedded and painted as a minimum). No garage shall be permitted to be used or enclosed for living purposes, but must be maintained for storage of automobiles and other vehicles and related purposes. If an Owner intends to store a golf cart in the garage then the size of the garage must be of sufficient size to allow the storage of the golf cart and two automobiles.

21. Roofs. The surface of all roofs of dwellings, garages, servants quarters and guest quarters shall be of slate, stone, concrete tile, clay tile or metal with standing seams. No composition or wood roofs shall be permitted. No shiny metal roofs are permitted.

A sample of all roofing materials must be submitted to and approved by the Architectural Control Committee based on quality, color and compatibility with other structures in the Subdivision prior to the installation thereof.

22. Yard Lights. Each Owner shall construct (at the same time that the Dwelling is constructed) a yard light which shall be a free standing lamp post with a lamp fixture affixed at the top. The lamp shall be either a gas light or an electric light activated by a photo-electric type timer which turns the light on at sundown and off at sunrise. The maximum height and

location of the lamp post shall be determined by the Architectural Control Committee. No bypass switch shall be installed for the yard light.

23. House Numbering. House numbers identifying the address of each house must be placed as close as possible to the front entry, with the same being readily visible from the street, and shall be illuminated from the front so that the numbers can be easily read from the street at night. Size, color and material of the numbers must be compatible with the design and color of the Dwelling.

24. Window Treatment. No aluminum foil, reflective film, paper, bed linens or similar treatment of a temporary nature shall be placed on windows or glass doors at any time.

25. Burglar and Fire Alarms. Each Dwelling constructed on a Lot shall be pre-wired for perimeter burglar and fire alarm systems covering all entries, accessible windows and exterior doors except for automatic garage doors. The Committee may establish, from time to time, minimum standards for such burglar alarm systems and smoke detectors and shall, at such time, make the same available to Owners and may disapprove any plans and specifications not conforming to this provision or such standards.

26. Setback Lines. All buildings or other roofed structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines, and in no event shall any such building or other structure be constructed, placed or maintained nearer to the Lot line than the prescribed setback distance. The following setbacks are established for all Lots within the Subdivision:

Conventional Lot:

Front Setback	-	20' (from curb)
Side Setback	-	5'
Rear Setback	-	12'

Lots Adjacent to Dominion Drive and Brenthurst Lane:

Front Setback	-	20' (from curb)
Side Setback	-	5'
Rear Setback	-	15' (from the variable landscape easement as shown on the recorded plat)

The setback line requirements herein specified may be waived by the Committee in order to save trees, to promote a unique or advanced building concept or design, or to take into account special or extraordinary characteristics of the Lot or the plan of the Dwelling to be constructed thereon, but only in the event such waiver will not, in the sole opinion of such Committee, result in or cause a detriment to adjoining Lots or damage the serenity and beauty of the natural or built surroundings. The eaves of buildings, fireplaces and steps shall not be deemed to be a part of a building or structure, but covered porches shall be deemed to be part of a building or structure for the purpose of this covenant. However, in no case should an Improvement other than landscaping or a fence be permitted closer than five feet (5') from a property line.

27. Height Limitations. No building or structure erected, altered or placed upon, within or on a Lot shall exceed thirty-five feet (35') in height (measured from average finished grade to the topmost part of the roof); provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with.

28. Irrigation. All single family residential Lots must be irrigated by sprinkler systems approved by the Architectural Control Committee and in accordance with the irrigation plan approved by the Committee. In all such systems, a pressure type vacuum breaker or a double check valve backflow preventer as approved by the City of San Antonio must be installed to prevent contamination of the domestic water supply for the Subdivision. All sprinkler systems must be designed and installed in accordance with all applicable ordinances, government regulations, and State laws.

29. Guttering. All Dwellings must be fully guttered and have downspouts situated to minimize adverse drainage consequences for adjoining Lots.

30. Tree Protection. Trees on any individual Lot will potentially be enjoyed by and benefit all residents in the Subdivision, and consequently it is the Declarant's and Association's intent to retain the overall character of the tree massing in the Subdivision. Grading or trenching within the dripline of trees should be minimized and preferably limited to areas away from the center of the tree crown. A qualified arborist or landscape architect shall be consulted when working within the dripline of major trees. A qualified arborist shall also be consulted if overhead branches of major trees interfere with the construction of the Dwelling. A four foot (4') construction fence shall be erected at the dripline of major trees and tree groupings. No construction activities including storage of materials or parking of vehicles or equipment shall be allowed within the dripline of trees. Signs, bracing, and temporary wiring shall not be nailed to any tree.

31. Landscaping. Any landscaping required by the plans and specifications

approved by the Architectural Control Committee must be fully installed on a Lot within ninety (90) days from the issuance of a Certificate of Occupancy by the Committee in accordance with the landscape plan approved by the Architectural Control Committee. In view of the major emphasis placed by Declarant and the Architectural Control Committee on landscaping, the Committee expressly reserves the right to require the landscape plan to include the planting of trees by Owner if in the opinion of the Committee such trees are necessary to preserve the general landscaping goals and criteria for the Subdivision as a whole. No more than ten percent (10%) in area of the front yard area of any Lot (excluding driveways and sidewalks) may be covered by rock or material other than dirt, vegetation, or mulch and such material shall have been approved by the Architectural Control Committee.

32. Firearms, Projectiles, and Weapons. The discharge of any firearm, including BB guns, paintball guns, and pellet guns, and the discharge of any fireworks within the Subdivision or adjacent lands owned in whole or in part by Declarant or located within The Dominion Planned Unit Development, is strictly prohibited and each Owner shall ensure that his guests and family members do not violate such prohibition. Additionally, the use of any bow and arrow, slingshot, or other launching or catapulting device is strictly prohibited.

33. Club/Owner Relations. The Dominion Country Club and Golf Course (hereinafter called "the Club") is not a part of the Common Properties. The Club is private property owned, operated and administered according to membership policies and rules and regulations adopted by the owner(s) thereof from time to time. No Owner shall be permitted to begin to play golf from a Lot and the same shall be deemed a trespass. The Club may include, without limitation, golf courses, practice facilities, clubhouses, tennis courts, swimming pools, and related social facilities which are separate from the Common Properties. These facilities shall be developed and provided at the discretion of the owner(s) of the Club. Such owner(s) have the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom these facilities shall be used, if at all. By way of example, but not limitation, such owner(s) have the right to approve users and determine eligibility for use, to reserve use rights, to terminate any or all use rights, to change (including reconfiguration of the golf course), eliminate or cease operation of any or all of the facilities, to transfer any or all of the Club or the operation thereof to anyone (including without limitation a member-owned or equity club) and on any terms, to limit the availability of use privileges, and to require the payment of a purchase price, membership contribution, initiation fee, membership deposit, dues, use charges and other charges for use privileges. Ownership of a Lot or any other portion of The Dominion Planned Unit Development does not give any vested right or easement, prescriptive or otherwise, to use the Club, and does not grant any ownership or membership interest therein. By acceptance of a deed to a Lot adjacent to the Golf Course, Owner stipulates that he irrevocably holds harmless Declarant and the Golf Course owner, and their respective successors and assigns, from any and all physical injury, property damage, or trespass claim

or damage, in any way related or incident to the operation of a golf course on adjacent or nearby property, including, but not limited to, damage caused by golf balls, whether the same be by errant flight paths or otherwise, trespassing golfers or their guests, or golf course employees or contractors, or from any other cause whatsoever.

34. Subdivision or Combination of Lots. No further subdivision of platted Lots in the Subdivision shall be permitted. An Owner may, however, combine or integrate two (2) adjoining Lots which front on the same street into one (1) dwelling and landscaped area, it being understood that no Lot can remain vacant and unimproved.

35. Waiver and Laches. The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on his or her Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver, and laches with respect to covenant violations. Non-compliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of the Declarant, the Association, the Committee, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

36. Enforcement. If the parties hereto, or any of them, or their heirs, successors, lessees, or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning a Lot situated in the Subdivision or Declarant, its assigns, or the Association, without requirement of joinder of the other, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants (i) to prevent him or them from so doing, (ii) to recover damages for such violations, and (iii) to recover court costs and reasonable attorney's fees. Declarant, for itself, its successors or assigns, reserves the right to enforce these protective covenants, though it may have previously sold and conveyed all Lots in the Subdivision. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand or cause of action from any Owner by virtue of not enforcing any restriction herein contained. Further, if the Board of Directors determines that the service of an attorney and/or collection agent are appropriate for use in seeking compliance, but suit is not brought, the Association shall be entitled to recover, from the member violating this Declaration, the reasonable costs of services of any attorney and/or collection agent, relating to the violation. The foregoing provision for recovery of costs, expenses and reasonable attorney's fees shall be deemed to have been agreed to by the owner(s) of any Lot covered hereby by acceptance



of a conveyance or other transfer of title to such Lot.

## ARTICLE VIII

### INVALIDATION

The invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

## ARTICLE IX

### NONJUDICIAL FORECLOSURE

To secure the payment of maintenance assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association or its agent, the 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 created in the Umbrella Declaration and this Declaration by all methods available for the enforcement of such liens, including nonjudicial foreclosure in a like manner as a mortgage or deed of trust lien on real property or judicial foreclosure by an action brought in the name of the Association, and each Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. No Owner shall be released from liability for any assessments provided for herein by virtue of non-use of Common Properties, or abandonment of his Lot.

In addition to the foregoing charges for delinquent accounts, the Owner of the affected Lot shall be obligated to pay to the Association all actual costs of collection incurred by the Association, including reasonable attorneys' fees incurred by the Association in connection with any foreclosure proceeding whether judicial or nonjudicial and such reasonable late charges and collection charges as the Board of Directors may establish, all of which shall also be subject to the liens of the Association. The Association shall have the power to bid on any Lot at any foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

Further, each Owner, upon acceptance of his or her deed to a Lot governed by this Declaration conveys the Lot to the Trustee hereinafter named, in trust for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of maintenance assessments when due, or if an Owner fails to perform any of the obligations under or maintain any condition required by this Declaration, the Association may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner

on demand for any sums so advanced, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate. The sums to be reimbursed shall be secured by this Special Deed of Trust.

If the Owner fails on demand to reimburse the Association for the sums advanced or for the assessments owed, and such failure continues after the Association gives the Owner notice of the failure and the time within which it must be cured, as may be required by law or by written agreement, then the Association, as the Beneficiary of this Special Deed of Trust may:

1. Request the Trustee appointed herein, or his successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto; and

2. Purchase the Lot at any foreclosure sale by offering the highest bid and then have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the Association.

If requested by the Association to foreclose this lien, the Trustee shall:

3. Either personally or by agent gives notice of the foreclosure sale as required by Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto;

4. Sell and convey the Lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and

5. From the proceeds of the sale, pay, in this order:

1. expenses of foreclosure, including a commission to Trustee of five (5%) of the successful bid;

2. to the Association, the full amount advanced, attorney's fees, and other charges due and unpaid;

3. Any amounts required by law to be paid before payment to Owner; and

4. to Owner, any remaining balance.

6. Amy McLin, Attorney at Law, is appointed Trustee for the purpose of enforcing the covenants, conditions and restrictions imposed by this declaration, and also for the collection of maintenance assessments. The Association, as Beneficiary, may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.

7. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

8. It is the intent of the provision of this Section to comply with the provisions of Texas Property Code Section 51.002, relating to nonjudicial sales by power of sale and, in the event of the amendment of Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any Owner or mortgagee of any Owner, and by amendment to this Declaration filed in the office of the County Clerk of Bexar County, Texas, amend the provisions hereof so as to comply with the amendments to Section 51.002.

9. Any liens created by this Declaration and the Umbrella Declaration shall be superior to all other liens and charges against any Lot covered hereby, save and except ad valorem tax liens and all sums secured by a first-priority mortgage or deed of trust lien of record, securing in either instance sums borrowed for the purchase, refinancing or improvement of the Lot in question.

## ARTICLE X

### ASSESSMENT BY AWARD OR JUDICIAL DECREE

In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the decree shall also constitute an assessment, which shall likewise "run with the land". Failure to pay assessments imposed under this Section shall constitute an event which may give rise to the remedies provided in Article IV herein.

## ARTICLE XI

### PERIMETER BOUNDARY WALL

Declarant shall have an obligation to install a wall along the perimeter boundary of The Enclave. Such wall shall delineate the Landscape Easement Area between the Owner and the private streets known as Dominion Drive and Brenthurst Lane.

Once erected, the Owner shall be required to perpetually maintain, repair and/or replace such wall in a manner approved by the Architectural Control Committee. The Association reserves the right and is hereby granted a perpetual easement necessary and appropriate to install, repair and/or replace such walls in the event the Owner of such Lot does not maintain such wall. In such event, the Owner of such lot shall be obligated to reimburse the Association for the cost of any such maintenance, repair or replacement upon demand.

## ARTICLE XII

### RESERVATION OF RIGHTS

The Declarant shall have and reserves the right at any time and from time to time, with the consent of the Association, but without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not materially impair or affect the vested property or other rights of any Owner or his mortgagee.

## ARTICLE XIII

### AMENDMENT

Provided that any proposed amendment to these covenants has been submitted and approved by the Association, at any time, the Owners of the legal title to seventy percent (70%) of the Lots within the Subdivision may amend the restrictions and covenants set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Bexar County, Texas; except that, prior to January 1, 2008, no such amendment shall be valid or effective without the written joinder of Declarant, unless Declarant specifically waives this requirement by a written recorded instrument.

## ARTICLE XIV

### TERM

The foregoing covenants are made and adopted to run with the land and shall be binding upon Declarant, its successors and assigns and all persons claiming under them, and all subsequent Owners of Lots located within the Subdivision for a term beginning on the date this Declaration is recorded and continuing through and including December 31, 2020, after which time the covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the Owners of legal title to seventy percent (70%) of the Lots within the Subdivision controlled by these covenants has been recorded agreeing to change the covenants in whole or in part, or to revoke them. No person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the Lots located within the Subdivision involved in such breach. Deeds of conveyance of the Lots, or any part thereof, may contain the above restrictive covenants by reference to this Declaration, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

## ARTICLE XV

### NOTICE BY ASSOCIATION

Whenever written notice to an Owner (or Owners) is permitted or required hereunder, notice shall be given by the mailing of such to the Owner at the address of such Owner appearing on the records of the Association, unless such Owner has given written notice to the Association of a different address, in which event such notice shall be sent to the Owner at the address so designated. Notice shall conclusively be deemed to have been given by the Association by placing same in the United States Mail, properly addressed, whether received by the addressee or not. Checks which are remitted to the Association and the return address labels on correspondence shall not be considered sufficient notice of a change of address.

## ARTICLE XVI

### TITLES

The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part hereof.

## ARTICLE XVII

### INTERPRETATION

If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

## ARTICLE XVIII

### OMISSIONS

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

## ARTICLE XIX

### GENDER AND GRAMMAR

The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make provisions herein apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

## ARTICLE XX

### PRIOR LIENS

IT IS SPECIFICALLY PROVIDED THAT THE VIOLATION OF THESE PROTECTIVE COVENANTS, OR ANY ONE OR MORE OF THEM, SHALL BE ENFORCEABLE BY THE PROVISIONS HEREIN AND ANY PROVISIONS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE DOMINION PLANNED UNIT DEVELOPMENT, AS RECORDED AND/OR AMENDED AND IN THE EVENT THAT THE ASSOCIATION EXPENDS ANY FUNDS FOR THE ENFORCEMENT OF THESE PROVISIONS, THAT ALL SUCH SUMS, INCLUDING BUT NOT LIMITED TO THE COST OF ENFORCEMENT AND/OR COLLECTION, COST OF REPAIRS OR MAINTENANCE AS PROVIDED HEREIN, REASONABLE ATTORNEY'S FEES AND COURT COSTS, WILL THEREUPON BECOME A CONTINUING LIEN AND CHARGE

ON THE PROPERTY OF THE VIOLATOR AND SHALL RUN WITH THE LAND. THE AFORESAID LIEN SHALL BE SUPERIOR TO ALL OTHER LIENS AND CHARGES AGAINST THE PROPERTY, EXCEPT ONLY FOR AD VALORUM TAX LIENS AND ALL SUMS UNPAID ON FIRST LIEN MORTGAGE OR FIRST DEED OF TRUST LIEN OF RECORD, SECURING IN EITHER INSTANCE SUMS BORROWED FOR THE PURCHASE OR IMPROVEMENT OF THE PROPERTY IN QUESTION.

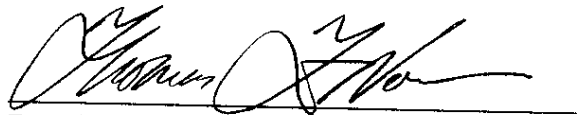
THE ASSOCIATION MAY SUBSTITUTE SUIT AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE ASSESSMENT AND/OR FORECLOSE THE AFORESAID LIEN NON-JUDICIALLY. IT BEING UNDERSTOOD THAT THE ELECTION OF ANY ONE REMEDY SHALL NOT CONSTITUTE WAIVER OF ANY OTHER REMEDIES. IN ANY FORECLOSURE PROCEEDINGS, WHETHER JUDICIAL OR NON-JUDICIAL, THE OWNER SHALL BE REQUIRED TO PAY THE COSTS, EXPENSES, AND ATTORNEY'S FEES INCURRED. THE ASSOCIATION SHALL HAVE THE POWER TO BID ON THE PROPERTY AT FORECLOSURE OR OTHER LEGAL SALE AND TO ACQUIRE, HOLD, LEASE, MORTGAGE, CONVEY OR OTHERWISE DEAL WITH THE SAME.

THE ASSOCIATION ALSO EXPRESSLY RESERVES THE RIGHT TO POST THE NAMES OF ANY DELINQUENT MEMBERS AT A HIGHLY VISIBLE LOCATION WITHIN THE SUBDIVISION.

Executed this 19<sup>th</sup> day of MARCH, 2005.

DOMINION ENCLAVE PARTNERS, LTD., a  
Texas limited partnership

By: BRITISH AMERICAN PROPERTIES,  
OF HOUSTON, INC, a Texas  
Corporation, its general partner



By: Thomas F. Noons  
Its: President

By: NEW MILLENNIUM PROPERTIES,  
L.L.C., a Texas limited liability company,

its general partner

HOWARD BANKS.  
By: HOWARD BANKS  
Its: PRESIDENT.

APPROVED & ACCEPTED BY:

THE DOMINION HOMEOWNERS ASSOCIATION, INC.  
a Texas non-profit corporation

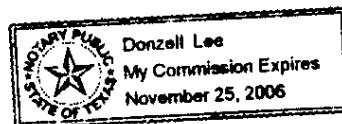
By: [Signature]  
Its: Chairman

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 19 day of March, 2005, by **Thomas F. Noons** as President of BRITISH AMERICAN PROPERTIES, OF HOUSTON, INC, a Texas Corporation,, as general partner of DOMINION ENCLAVE PARTNERS, LTD., a Texas limited partnership, on behalf of said limited partnership.

[Signature]  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

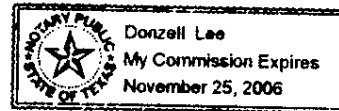




This instrument was acknowledged before me on the 19 day of March, 2005, by Harold Parks, as President of NEW MILLENNIUM PROPERTIES, L.L.C., a Texas limited liability company, as general partner of DOMINION ENCLAVE PARTNERS, LTD., a Texas limited partnership, on behalf of said limited partnership.

Donzell Lee  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

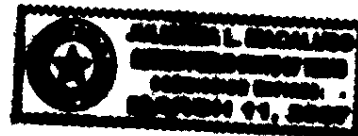


This instrument was acknowledged before me on the 21 day of March, 2005 by Jerry Courson, as Chairman of THE DOMINION HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

William P. Maraluna  
Notary Public, State of Texas

After Recording Return To:

The Dominion Homeowners Association, Inc.  
10 Dominion Drive  
San Antonio TX 78257



Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law  
STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

MAR 23 2005



Gerry Rickhoff  
COUNTY CLERK BEXAR COUNTY, TEXAS

DECLARATION OF PROTECTIVE COVENANTS

Doc# 20050061845 Fees: \$78.00  
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