961512

DECLARATION OF PROTECTIVE COVENANTS

FOR

THE DOMINION PLANNED UNIT DEVELOPMENT

(PHASE 2A)

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

THAT, DOMINION GROUP, LTD., a Texas Limited Partnership, acting by and through its General Partner, THE DOMINION GROUP PARTNERS (Declarant), being the owner of all of the lots situated within that certain subdivision known as The Dominion Planned Unit Development, Phase 2A, according to the plat of said subdivision recorded in Volume 9509, Page 45, of the Deed and Plat Records of Bexar County, Texas (hereinafter called "the subdivision" or "Phase 2A"), 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 (the headings being employed for convenience only and not to be controlling over content):

I.

DEFINITIONS

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

A. Umbrella Association shall mean The Dominion Homeowners Association, its successors and assigns, the nonprofit corporation which Declarant shall cause to be incorporated as provided in a Declaration of Covenants, Conditions, Easements and Restrictions duly recorded in Volume 2956, Pages 61 et seq of the Real Property Records of Bexar County, Texas.

B. Interior Association shall mean the Davenport Lane Homeowners Association which Declarant shall cause to be incorporated, pursuant to the provisions hereof.

C. Common Properties shall mean the properties to be owned and/or maintained by the Umbrella Association and/or Interior Association for the common use and enjoyment of their respective members.

D. Declarant shall mean the Dominion Group, Ltd., and any other party to whom the Dominion Group, Ltd. assigns in writing any of its rights hereunder.

E. Improvements shall mean and include all buildings, outbuildings, patios, balconies, decks, fences, walls, hedges, landscaping, antennae, towers, poles, ponds, lakes, swimming pools, tennis courts, driveways, parking areas, utilities, signs and other structures, apparatus, improvements, recreational facilities, plantings, or equipment of a permanent or semipermanent character. Included are both original improvements made to lots in Phase 2A and all subsequent changes, additions, treatments or replacements thereto.

F. Lot shall mean any lot, plot, parcel or tract of land shown on the recorded Subdivision Plat of Phase 2A with the exception of the Common Properties, or with the exception of lots not for single family dwelling use as depicted on the Subdivision Plat of Phase 2A. All the Lots in Phase 2A are sometimes collectively referred to herein as the "Properties."

G. Owner shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot situated in Phase 2A, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

H. Architectural Control Committee or Committee shall mean the Architectural Control Committee referred to in Article III hereof.

II.

DAVENPORT LANE HOMEOWNERS ASSOCIATION

A. Membership. Each Owner, whether one or more persons or entities, of a Lot in Phase 2A, shall, upon and by virtue of becoming such Owner, automatically become a Member of the Interior Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Interior Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Interior Association, and no certificate of membership will be issued.

B. One Class of Voting Members. The Interior Association shall have one class of voting membership, with all members being entitled to one vote for each Lot in which they hold the interest required for membership as stated in Section A. hereof. When more than one person holds such an interest, all such persons shall be Members, and the vote for such Lot shall be exercised as they determine among themselves. In no event, however, shall more than one vote be cast with respect to any such Lot.

C. Board of Directors. The affairs of the Interior Association shall be conducted by the Board of Directors of the Davenport Lane Homeowners Association (the "Board of Directors") in accordance with the Articles of Incorporation and the Bylaws of the Davenport Lane Homeowners Association.

D. Purpose of Association. The purpose of the Interior Association, in general, shall be to provide for and promote the health, safety, security and welfare of the Members; to collect the assessments, and to to provide for the maintenance, repair, preservation, upkeep and protection of those Common Properties to be owned and/or maintained by the Interior Association, including, but not limited to, the masonry and wrought iron fence surrounding Phase 2A and the security gate situated at the entry of Phase 2A on Davenport Lane; and such other purposes as are stated in the Articles

of Incorporation or Bylaws consistent with the provisions of this Declaration.

E. Declarant Control of Association. Notwithstanding any provisions herein contained to the contrary, Declarant shall have the absolute right to control the Association and elect its Board of Directors until January 1, 1999, or that date when, in Declarant's sole opinion, the Association is fully viable, self-supporting and operational, whichever date occurs earlier.

F. Covenants for Assessments. The Declarant, for each Lot owned by it within Phase 2A, hereby covenants, and each Owner of any such Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Davenport Lane Homeowners Association:

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

b. Special assessments for capital improvements, to be fixed, established and collected from time to time, as hereinafter provided.

Each such assessment, together with interest thereon and cost of collection thereof, 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.

G. Purpose of Assessments. The Assessments levied by the Interior Association shall be held, used and expended by the Interior Association for the common benefit of all Members for the following purposes to-wit: to promote the health, safety, security and welfare of the Members, including, without limitation, the repair, maintenance and replacement of properties, services, improvements, landscaping and facilities devoted to such purposes and related to the use and enjoyment of the Properties by the Members, including, but not limited to, the security wall and gate serving Phase 2A.

H. Annual Assessments. Each Owner of a Lot in Phase 2A shall pay to the Interior Association an 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 maintenance and security expenses and projected future needs of the Interior Association.

I. Special Assessments. In addition to the annual assessment authorized in Section H hereof, the Board of Directors of the Interior Association may levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Properties owned or maintained by the Interior Association or for carrying out other purposes of the Interior Association as stated herein or in the Articles of Incorporation of the Interior Association.

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

K. Vote Required for Special Assessment. The Special Assessment authorized in Section I above, must be approved by a majority of the votes of the Board of Directors of the Interior Association voting in person or by proxy, at a meeting duly called for such purpose.

L. Commencement Date of Annual Assessment. Annual assessments provided for herein shall commence on a date determined by Declarant to be appropriate; but, in no event shall they commence for any Lot within Phase 2A prior to the time of conveyance (by Warranty Deed) of such Lot by Declarant. Failure by Declarant to commence assessments by any particular date shall not be deemed as a waiver by Declarant to thereinafter cause the commencement of same.

M. Due Date of Assessments. Annual Assessments shall become due and payable on those dates established by the Board of Directors from time to time.

N. Owner's Personal Obligation of Payment of Assessments. The Annual and special assessments provided for herein shall be the personal and individual debt of the Owner of the property covered by such assessments. No Owner may exempt himself from liability for such assessments.

In the event of default in the payment of any such assessment, the Owner shall be obligated to pay interest at the highest lawful rate on the amount of the assessment from the due date thereof, together with all costs and expenses, including attorney's fees.

O. Uniformity of Assessments. To the extent practicable, assessments shall be established and collected on an equal and uniform basis with every residential dwelling to be situated in Phase 2A being subject to the same assessment.

P. Assessment Lien and Foreclosure. All sums assessed in the manner provided in Section N above and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the Lot covered by such assessment, and shall be a covenant running with the land. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first lien mortgage or deed of trust lien of record securing in either instance sums borrowed for the purchase or improvement of the property in question. Such power shall be entirely discretionary with the Interior Association. To evidence the aforesaid Assessment lien, the Interior Association shall prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien, and a description of the property. Such notice shall be signed by one of the officers of the Interior Association and shall be recorded in the office of the County Clerk of Bexar County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent, as set forth in Section M above, and may be enforced by the foreclosure of the defaulting Owner's Lot by the Interior Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Interior Association may institute suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially, it being understood that the election of any one remedy shall not constitute a waiver of any other remedies. In any foreclosure proceeding, whether judicial or nonjudicial, the Owner shall be required to pay the costs, expenses, and attorney's fees incurred. The Interior Association shall have the power to bid on the Lot at foreclosure or other legal sale, and to acquire,

hold, lease, mortgage, convey or otherwise deal with the same. Upon the prior written request of any mortgagee holding a prior lien on any Lot in Phase 2A, the Interior Association shall report to said mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due. The Interior Association also expressly reserves the right to post the names of any delinquent members at a highly visible location within the Properties.

Q. Common Properties Exempt. All Common Properties owned or maintained by the Interior Association shall be exempted from the Assessments and liens created herein.

III.

USE

All lots in the subdivision shall be used for single-family residential purposes only.

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.

No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence improvements; and then, the material shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street or between the curb and property line. Once construction is 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.

IV.

ARCHITECTURAL CONTROL

No "Improvements," as that term is defined herein or in the Declaration of Covenants, Conditions, Easements and Restrictions (the "C C & R's") for The Dominion Planned Unit Development, duly recorded in Volume 2956, Page 61 et seq. of the Real Property Records of Bexar County, Texas, may be erected, placed, installed, modified or replaced on any lot in the subdivision without first complying with the Architectural Control Committee requirements set forth herein or in the C C & R's, the applicable terms and provisions of such C C & R's being hereby incorporated herein by reference, including, but not limited to the obtaining of prior

approval of the Committee for preliminary design plans and final plans and specifications for such Improvements.

V.

SIZE OF DWELLING

The total floor area of the main structure of any dwelling shall not be less than three thousand five hundred square feet (3,500 sq. ft.) if one-story, and four thousand square feet (4,000 sq. ft.) 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.

VI.

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 Architectural Control Committee.

VII.

MASONRY REQUIREMENTS

The exterior walls of the main residence building constructed on any lot shall be at least seventy-five per cent (75%) by area, composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all said walls, inclusive 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 a 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 neighborhood.

VIII.

FENCES

All fences in the subdivision shall be of the following composition:

(1) All masonry; or

(2) All wrought iron; or

(3) Any combination of wrought iron and masonry; or

(4) Any other material that, in the opinion of the Architectural Control Committee, is compatible with the style of the main dwelling.

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

No chain-link fences may be built or maintained on any lot, except in connection with tennis courts, provided such fence is properly landscaped and is reasonably screened from public view.

No fence, wall, or 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 twenty-five feet (25') 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.

(5) No fence (except tennis court fences) shall be higher than six feet (6') in height.

IX.

DRIVEWAYS

All driveways shall be surfaced with concrete, brick, stone or other similar hard surfaced material. All concrete finished driveways must have a pebble finish or exposed aggregate surface or Bomanite type textural surface. No smooth finish concrete driveways are permitted. No asphalt driveways will be permitted.

X.

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 controlled by these covenants. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently; and further, specifically includes a mobile home or recreational vehicle upon which the wheels have been left attached.

XI.

SIGNS

No signs of any kind shall be displayed to the public view on any single family residential 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 shall establish standardized sign criteria which permits the displaying of one sign per lot which is uniform in size, color and permitted location on the lot, which such sign can be used to specifically identify that a particular lot is for sale or lease; provided, however, that said sign shall not contain the words "For Sale," "For Lease," "Available" or any other similar descriptive words, and such sign shall not display the name, logo or phone number of any real estate company or owner's agent. The Committee specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of the dwelling 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 to advertise the property during the development, construction and sales period shall be permitted, irrespective of the foregoing.

XII.

MAINTENANCE

Grass, weeds, shrubs and all vegetation on each lot sold shall be kept mowed and/or trimmed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the property, and replaced whenever practical. Lawns must be properly maintained, improvements must be promptly repaired and maintained, and no objectionable or unsightly usage of lots will be permitted which is visible to the public view. Building materials shall not be stored on any lot except when being employed in construction upon 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 sanitary, healthful, attractive and in a 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 established from time to time by the Umbrella 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 2, Article VIII of the aforesaid Declaration of Covenants, Conditions, Easements and Restrictions), then, in such event, the Declarant or the Umbrella Association may specifically enforce those provisions as provided in Section 2, Article VIII (and other parts) of the Declaration of Covenants, Conditions, Easements and Restrictions, as recorded, and incorporated herein by reference, 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 therefrom. Declarant or the Umbrella Association may also, at their option, remove any garbage, trash or rubbish situated on a lot in violation of this covenant and to make or repair improvements as deemed required. The owner of any such lot shall be obligated to reimburse Declarant or the Umbrella Association for the cost of any such maintenance or removal or repair upon demand.

XIII.

UTILITY EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for Phase 2A 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 area shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Neither Declarant 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 Umbrella or Interior Associations or by custom and practice of such utility company.

XIV.

VEHICLES

No trailer, tent, boat, recreational vehicle or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the lot readily visible to the street or another lot, and shall be kept, parked, stored or maintained on other portions of a lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent lots or streets. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. 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 vehicle is temporarily parked for the purpose of serving such lot.

XV.

NUISANCES

No noxious or offensive activity shall be carried on upon any 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.

Any owner shall do no act nor 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 a permit being issued by the Architectural Control 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 property (except reasonable security, landscape, or tennis court lighting that has approval of the Architectural Control Committee). Upon being given notice by the Umbrella 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 lot 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.

XVI.

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 screened receptacle areas 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 said subdivision.

XVII.

PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for cats, dogs, or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws), and in accordance with all rules established by the Association. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents of the subdivision.

XVIII.

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 above the surface of the ground.

XVIX.

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.

XX.

RADIO OR TV ANTENNA
SOLAR PANELS

No radio or television aerial wires, towers, antennae, discs, satellite dishes, or other special television or cable apparatus or equipment shall be erected, installed, or placed on any lot without the prior written approval of the Architectural Control Committee.

No solar panels or other similar apparatus shall be placed on any home in such a manner that it is visible from the street.

XXI.

DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the recorded plat for Phase 2A, 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 of 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 said 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 Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the subdivision.

XXII.

MAILBOXES

No mailboxes shall be erected and maintained upon a lot without the prior written approval of the Architectural Control Committee, it being contemplated that there shall be central mail areas situated upon the Common Properties.

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XXIII.

YARD LIGHTS

Each lot owner shall construct (at the same time that the main dwelling is constructed) a yard light which shall be a freestanding lamp post with a lamp fixture affixed at the top. The maximum height of the lamppost and fixture shall be seven and one-half feet (7.5'), and the minimum height shall be five feet (5'). The lamp shall be activated by a photoelectric type timer which turns the light on at sundown and off at sunrise. The Architectural Control Committee shall establish guidelines, design specifications and minimum and maximum wattage and/or illumination requirements for these lights, and shall establish recommended locations on the lots. Nothing herein contained shall prevent or discourage any lot owner from substituting a gas light for an electric light.

XXIV.

ATHLETIC FACILITIES

Tennis court lighting and fencing shall require the prior written approval of the Architectural Control Committee. 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 where same would be readily visible from the street or an adjoining lot without the prior written consent of the Architectural Control Committee.

XXV.

GARAGES

A garage or carport able to accommodate at least two (2) but not more than four (4) automobiles must be constructed and maintained for each residence. The entrance to the garage must not be readily visible from the street, and must be properly screened therefrom. 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.

XXVI.

ROOFS

The surface of all roofs of principal and secondary structures which are exposed to public view shall be of slate, stone, concrete tile, clay tile or other tiles of a ceramic nature. No composition roofs shall be permitted. Wood shingle and wood shake will only be permitted if they meet minimum fire retardant criteria established by the Architectural Control Committee.

The Architectural Control Committee shall establish roofing criteria which are directed to (a) generally improving the quality of materials used; and (b) encouraging the use of colors which are in harmony with other structures in the subdivision.

XXVII.

BURGLAR AND FIRE ALARMS

Prior to the issuance of a Certificate of Occupancy by the Architectural Control Committee, each dwelling must contain, as a minimum, a perimeter (all doors and windows) burglar alarm system. Each dwelling shall be provided with smoke detectors as stipulated in the ordinances and/or building codes adopted by the City of San Antonio at the time the dwelling is being constructed. The Architectural Control Committee may establish from time to time minimum standards and specifications for the burglar and smoke alarm systems, and make these specifications available to lot owners and builders.

XXVIII.

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 within forty feet (40') from any street fronting a lot, within ten feet (10') of the side boundary of a lot, or within twenty-five feet (25') of the rear boundary of a lot. The setback line requirements herein specified may be waived by the Architectural Control 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 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.

Outbuildings, provided they do not exceed one story in height, may be placed as close as ten feet (10') to a rear property line. 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 a 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. Any owner of one or more adjoining lots may consolidate such lots into one single family residence building site with the privilege of placing or constructing improvements on such resulting site, in which case, setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the plat or in this Declaration.

XXIX.

HEIGHT LIMITATIONS

The maximum height of any dwelling in Phase 2A shall be two and one-half stories. Notwithstanding the foregoing, special height limitations may be imposed by the Architectural Control Committee for "hillside lots," as hereinafter defined.

XXX.

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 Water Board of San Antonio, must be installed to prevent contamination of the domestic water supply for the subdivision.

XXXI.

GUTTERING

All dwellings must be guttered with downspouts being so situated as to minimize adverse drainage consequences for adjoining lots.

XXXII.

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 intent to retain the overall character of the tree massing in the development. To prevent the unnecessary damage or death to existing trees, the lot owner, his architect, and/or builder, is encouraged to refer to and follow the Tree Care and Protection Procedures as promulgated from time to time by the Architectural Control Committee.

XXXIII.

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 first occupancy of the dwelling situated on such lot 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, such Committee expressly reserves the right to require the landscape plan (which said plan must be submitted to the Committee at the same time other final plans and specifications are submitted) to include the planting of trees by Owner, if, in the opinion of such Committee such trees are necessary to preserve the general landscaping goals and criteria for the subdivision as a whole. No more than ten per cent (10%) in area of the front yard area of any Lot, excluding driveways and sidewalks, may be covered by rock material other than vegetation, except for such sidewalks and driveways as have been approved by the Architectural Control Committee.

XXXIV.

SUBDIVISION OR
COMBINATION OF LOTS

No further subdivision of platted lots in Phase 2A shall be permitted. An Owner may, however, combine or integrate two adjoining lots into one dwelling and landscaped area at the time either of said lots is first improved, it being understood that neither lot can remain vacant and unimproved.

XXXV.

ADDITIONAL RESTRICTIONS FOR
HILLSIDE LOTS

Lots with a slope of ten per cent (10%) or greater shall be sometimes referred to herein as "hillside lots," and shall be restricted by the following additional covenants:

1. Elevations. The Architectural Control Committee, in its sole discretion, reserves the right to establish, at the time preliminary design plans are submitted to such Committee, a maximum height elevation related to a permanent benchmark for each hillside lot on which a house or addition is to be built. This elevation, if established, will be the maximum height to which any part of the dwelling (except the chimney) may be built. If a hillside lot should have slopes in excess of twenty per cent (20%), the owner of such lot must have an engineering topographic survey of the property and its environs made before the plans are drawn in order to more readily and accurately determine the permissible elevation for the proposed residence. The Architectural Control Committee may require the Owner to set a ridgepole showing the maximum height to which the owner desires to build in order for the Architectural Control Committee to better determine the permissible elevation. No dwelling should be designed before the maximum permitted height to which a structure can be built has been established by the Architectural Control Committee.

The Architectural Control Committee reserves the right to verify the approved finished floor and height elevation during the construction phase for any hillside lot. In some cases, a ridgepole designating the highest approved elevation of the structure may be required by the Architectural Control Committee during the construction period. Height elevation approval by the Committee will be void if construction has not commenced within one hundred eighty (180) days of approval date.

2. Grades. Maximum grades for hillside lots are established as follows:

Driveways: A maximum slope of 13%;

Sidewalks: A maximum slope of 5%.

3. Additional Requirements. Additional grading landscape and screening requirements for hillside lots are set forth as follows:

(a) No grading shall be permitted on hillside lots without a site grading and drainage plan approved in writing by the Architectural Control Committee.

(b) The total area of all grading, including all cuts and fills and those areas required for driveways, swimming pools and decks, recreation courts and patios (but not including the total areas under structural roof), shall not exceed ten per cent (10%) of the hillside area of a hillside lot.

(c) All excavated material shall be removed from the hillside lot or maintained behind retaining walls or landscaped areas so that the slopes of any fill material will not be visible from any street or adjoining lot.

(d) Retaining walls on the downhill side of hillside lots shall not be higher than six feet (6') at the property line. Any additional retaining walls shall be set back from the first wall a minimum of of one foot (1') horizontally for every one foot in height above the first wall. The area between stepped retaining walls shall be landscaped with screening plant material and an appropriate irrigation system. The landscaped areas between the retaining wall shall not be included in the total graded area allowed. Retaining walls shall be used for the purpose of containing fill material or for minimizing cut or fill slopes, but they shall not be used to terrace or otherwise alter natural terrain. Retaining walls shall be provided along all road cuts except in those instances where such cuts result in a stable rock face, whereupon such cuts may remain natural.

4. Trees. Trees situated on hillside lots shall be protected and preserved during construction, according to the Tree Care and Protection Procedures promulgated from time to time by the Architectural Control Committee.

XXXVI.

TERM

The foregoing covenants are made and adopted to run with the land and shall be binding upon Declarant and its successors and assigns, and all persons claiming under them, and all subsequent property owners of said above described lots located within Phase 2A for a term beginning on the date this Declaration is recorded and continuing through and including January 1, 2033, after which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an

instrument signed by a majority of the then owners of the lots within the subdivision controlled by these covenants has been recorded agreeing to change said covenants in whole or in part, or to revoke them, provided that 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 said property, or any part thereof, may contain the above restrictive covenants by reference to this document; but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

XXXVII.

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 real property situated in the subdivision controlled by these covenants, or Declarant, or its assigns, or the Umbrella or Interior Associations, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages for such violations. Declarant, for itself, its successors or assigns, reserves the right to enforce these protective covenants, though it may have previously sold and conveyed all subdivided lots in the subdivision controlled by these covenants. 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 lot owner by virtue of not enforcing any restriction herein contained.

XXXVIII.

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.

XXXVIX.

PRIOR LIENS

It is specifically provided that a 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, 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 collection, reasonable attorney's fees, and court costs, will thereupon become a continuing lien and charge on the property of the violator and shall be a covenant running with the land. The aforesaid lien shall be superior to all other liens and charges against the property, except only for tax liens and all sums unpaid on a 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. Such power shall be entirely discretionary with the Umbrella and Interior Associations. To evidence the aforesaid lien, the applicable Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness and the name of the owner of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Bexar County, Texas. Such lien for payment of sums shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting owner's property by the applicable Association in like manner as a mortgage on real property subsequent to the recording of a notice of lien as provided above, or the applicable Association may institute suit against the owner personally obligated to pay the Assessment and/or the foreclosure of the aforesaid lien judicially, it being understood that the election of any one remedy shall not constitute a waiver of any other remedies. In any foreclosure proceeding, whether judicial or nonjudicial, the owner shall be required to pay the costs expenses, and attorney's fees incurred. The applicable 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. Upon the prior written request of any mortgagee holding a prior lien on any part of the Properties, the applicable Association shall report to said mortgagee any unpaid sums remaining unpaid for longer than thirty (30) days after the same are due. The Association also expressly reserves the right to post the names of any delinquent members at a highly visible location within the Properties.

XL.

RESERVATION OF RIGHTS

The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any

other party, to amend this Declaration or any future Declaration of Protective Covenants, 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.

XLI.

AMENDMENT

At any time the owners of the legal title to seventy per cent (70%) of the lots within the subdivision (Phase 2A) 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, 1999; 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.

XLII.

NOTICE

Whenever written notice to a member (or members) is permitted or required hereunder, such shall be given by the mailing of such to the member at the address of such member appearing on the records of the Association, unless such member has given written notice to the Association of a different address, in which event, such notice shall be sent to the member at the address so designated. In such event, such 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.

XLIII.

TITLE

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.

XLIV.

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.

XLV.

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.

XLVI.

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 the provisions herein apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

EXECUTED this 21st day of May, 1985.

THE DOMINION GROUP, LTD.

BY: THE DOMINION GROUP PARTNERS

By: PROVIDENCE DEVELOPMENT CORPORATION

By: _____
Richard H. Luders
Its: Vice President
GENERAL PARTNER

DECLARANT

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on May 21, 1985, by RICHARD H. LUDERS, Vice President of PROVIDENCE DEVELOPMENT CORPORATION, a Nevada corporation, General Partner of THE DOMINION GROUP PARTNERS, a Texas General Partnership, General Partner of DOMINION GROUP, LTD., a Texas Limited Partnership, on behalf of said partnership.

My Commission Expires:
9/22/86

Betty R. Burton
Notary Public, State of Texas

BETTY R. BURTON
(Please type or print name)

AFTER RECORDING RETURN TO:

Mr. Richard L. Kerr
Foster, Lewis, Langley, Gardner
& Banack, Incorporated
Frost Bank Tower, 16th Floor
100 West Houston Street
San Antonio, Texas 78205-2878

San Antonio, Texas 78205

RLK/bb16

DECLARANT'S ADDRESS:

12042 Blanco Road, Suite 125
San Antonio, Texas 78216