



AFTER RECORDING RETURN TO:  
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**THE DOMINION**  
**AMENDMENT AND RESTATEMENT TO**  
**COMMUNITY MANUAL**

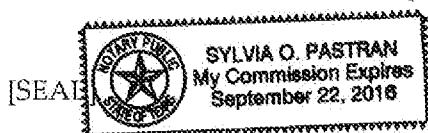
The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of The Dominion Homeowners Association, a Texas non-profit corporation (the "**Association**"), and that this is a true and correct copy of the current Amendment and Restatement to Community Manual of the Association adopted by the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 14<sup>th</sup>  
day of August, 2013.

  
\_\_\_\_\_  
Jeffrey Lewis, Secretary

STATE OF TEXAS           §  
COUNTY OF Bexar   §

This instrument was acknowledged before me of this 14<sup>th</sup> day of August, 2013, by Jeffrey Lewis, the Secretary of The Dominion Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



  
\_\_\_\_\_  
Notary Public Signature

Cross-reference to (i) Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded under Volume 2950 Page 61 of the Official Records, Bexar County, Texas, as amended and with any supplements and annexations thereto (the "**Declaration**") and (2) Community Manual, recorded under Book 15275, Page 1520, Document No. 20110225839, Official Public Records, Bexar County, Texas, as amended and with any supplements thereto (the "**Community Manual**").

In the event of a conflict between the terms and provisions of the Restrictions (defined below) or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions of this instrument shall control.

**DOMINION  
AMENDMENT AND RESTATEMENT TO  
COMMUNITY MANUAL**

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ATTACHMENT 1

ARTICLES OF INCORPORATION

OF

THE DOMINION HOMEOWNERS ASSOCIATION

FILED  
In the Office of the  
Secretary of State of Texas

SEP 17 1986

Clark I-B  
Corporations Section

We, the undersigned, natural persons of the age of twenty-one (21) years or more, at least two of whom are citizens of The State of Texas, acting as incorporators of a corporation under the Texas Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

NAME

The name of the corporation is "The Dominion Homeowners Association," hereinafter sometimes called "the Corporation" or "the Association."

ARTICLE TWO

NONPROFIT

The Corporation is a nonprofit corporation.

ARTICLE THREE

DURATION

The period of its duration is perpetual.

ARTICLE FOUR

PURPOSES AND POWERS

The purpose or purposes for which the Association is organized are to promote the health, safety, security and welfare of the Members; to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Properties [as defined in the Declaration hereinafter referred to] situated within that real estate project known as The Dominion Planned Unit Development located on Interstate 10 in Bexar County, Texas, and any additions thereto, as may hereafter be annexed or otherwise brought within the jurisdiction of this Association for this purpose to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development [hereinafter called "the Declaration"], recorded in Volume 2956, Pages 61, et seq., of the Official Public Records of Real Property of Bexar County, Texas, and as the same may be amended from time to time, as therein provided, said Declaration being incorporated herein as if set forth at length, or that may be in any manner related thereto.
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property by the Association;
- (c) Acquire [by gift, purchase or otherwise], own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money and mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such

conditions as may be agreed to by the Board of Directors;

- (f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, and participate in the annexation of additional properties to The Dominion Planned Unit Development;
- (g) Make any decisions and enter any agreements or contracts that have a direct impact on the Association's affairs, or that pertain in any way to The Dominion Planned Unit Development;
- (h) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Texas Nonprofit Corporation Act by law may now or hereafter have or exercise.

#### ARTICLE FIVE

##### MEMBERSHIP

Every record Owner [as defined in the Declaration], whether one or more persons or entities, of fee simple title in any Lot situated within The Dominion Planned Unit Development [as defined in the Declaration] which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE SIX

##### VOTING RIGHTS

The Association shall have one class of voting membership, with all Members of detached dwelling residential Lots being entitled to one vote for each Lot in which they hold the interest required for membership as stated in Article II of the Declaration; and all owners of attached dwelling residential Lots or

nonresidential Lots being entitled to one vote for each one-half ( $\frac{1}{2}$ ) acre of property in which they hold the interest required for membership as stated in such Article [determined on an aggregate basis if a condominium project, townhouse project or shopping center]. Notwithstanding any provisions herein contained to the contrary, Dominion Group, Ltd. shall have the absolute right to control the Association, to make and implement decisions of the Association, and to elect its Board of Directors until January 1, 1999, or that date when, in Dominion Group, Ltd.'s sole opinion, the Association is fully viable, self-supporting, and operational, whichever date occurs earlier.

#### ARTICLE SEVEN

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors who need not be Members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. Until the election of their successors, the three (3) initial members of the Board of Directors shall so serve.

#### ARTICLE EIGHT

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds ( $\frac{2}{3}$ rd) of the votes of the entire membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE NINE

AMENDMENTS

Amendment of these Articles shall require the assent of three-fourths (3/4ths) of the votes of the entire membership.

ARTICLE TEN

REGISTERED AGENT

The street address of the initial registered office of the Corporation is 12042 Blanco Road, Suite 125, San Antonio, Texas 78216; and the name of its initial Registered Agent at such address is A. Wayne Wright.

ARTICLE ELEVEN

INITIAL BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is three (3), and the names and addresses of the persons who are to serve as the initial Directors are:

<u>NAME</u>	<u>ADDRESS</u>
A. Wayne Wright	12042 Blanco Road, Suite 125 San Antonio, Texas 78216
Richard H. Luders	12042 Blanco Road, Suite 125 San Antonio, Texas 78216
Gene Canavan	12042 Blanco Road, Suite 100 San Antonio, Texas 78216

ARTICLE TWELVE

INCORPORATORS

The name and street address of each incorporator is:

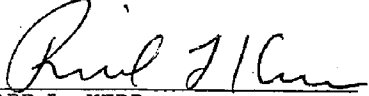
<u>NAME</u>	<u>ADDRESS</u>
Richard L. Kerr	Frost Bank Tower, 16th Floor 100 West Houston Street San Antonio, Texas 78205
Richard D. Blau	Frost Bank Tower, 16th Floor 100 West Houston Street San Antonio, Texas 78205

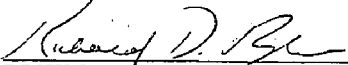



Pat H. Gardner

Frost Bank Tower, 16th Floor  
100 West Houston Street  
San Antonio, Texas 78205

IN WITNESS WHEREOF, we have hereunto set our hands as of the  
18th day of October, 1983.

  
RICHARD L. KERR

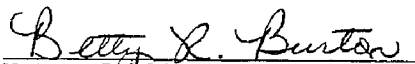
  
RICHARD D. BLAU

  
PAT H. GARDNER

THE STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR       §

I, BETTY R. BURTON, a notary public, do hereby certify that  
on this 16th day of September, 1986, personally appeared before  
me RICHARD L. KERR, RICHARD D. BLAU, and PAT H. GARDNER, who,  
each being by me first duly sworn, severally declared that they  
are the persons who signed the foregoing document as in-  
corporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand the day and  
year above written.

  
Notary Public, State of Texas  
BETTY R. BURTON  
Notary's commission expires:  
September 22, 1990

PLEASE RETURN TO:  
Mr. Richard L. Kerr  
Foster, Lewis, Langley, Gardner  
& Banack, Incorporated  
Frost Bank Tower, Sixteenth Floor  
100 West Houston Street  
San Antonio, Texas 78205  
RLK:bb19

## ATTACHMENT 2

### **BYLAWS OF THE DOMINION HOMEOWNERS ASSOCIATION, INC**

#### **SECTION I NAME AND LOCATION**

##### **Section 1.1     Name**

The name of the corporation is THE DOMINION HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

##### **Section 1.2     Location**

The principal office of the corporation shall be located at Ten Dominion Drive, San Antonio, Texas, 78257 or such other location within Bexar County, Texas, as may be designated from time to time by the Board of Directors.

#### **SECTION II DEFINITIONS**

##### **Section 2.1     Articles**

"Articles" shall mean and refer to the Articles of Incorporation of the Association.

##### **Section 2.2     Association**

"Association" shall mean and refer to THE DOMINION HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

##### **Section 2.3     Board**

"Board" shall mean and refer to the Board of Directors of the Association.

##### **Section 2.4     Common Properties**

"Common Properties" shall mean and refer to all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners.

##### **Section 2.5     Declaration**

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development which are applicable to The Dominion subdivision of Bexar County, as recorded at Volume 2956, Pages 61 et seq. of the Official Public Records of Real Property of Bexar County, Texas, (as amended) which is also known as the "Umbrella Declaration," together with the various declarations of protective or restrictive covenants filed of record and made applicable to each of the individual "units" or "phases" of The Dominion Planned Unit Development, and as same are amended or extended from time to time.

Section 2.6     The Dominion Planned Unit Development

"The Dominion" shall refer to that area which in the aggregate comprises the Properties as defined herein.

Section 2.7     Lot

"Lot" shall mean and refer to any parcel of land shown upon the recorded subdivision maps or plats of the Properties with the exception of the Common Properties.

Section 2.8     Member

"Member" shall mean and refer to every record owner, whether one or more persons or entities, of fee simple title in any Lot situated in the Properties, including contract sellers but excluding persons or entities holding and interest merely as security for the performance of an obligation.

Section 2.9     Properties

"Properties" shall mean and refer to all property annexed under the provisions of the Umbrella Declaration.

SECTION III  
MEETINGS OF MEMBERS

Section 3.1     Place of Meeting

Meetings of the Members shall be held at San Antonio, Texas, or other place within Bexar County, Texas, as may be designated by the Board in the notice of the meeting.

Section 3.2     Annual Meeting

The annual meeting of Members for the election of Directors and for the transaction of such business as may properly come before the meeting shall be held between April 1 and April 30, on the date specified by the Board of Directors in the notice of such meeting.

Section 3.3     Special Meetings

Special meetings of the Members may be called at any time by the Board, or upon a petition signed by twenty percent (20%) of the Members who would be entitled to cast a vote or votes at such meeting.

Section 3.4     Notice of Meetings

Unless effected as otherwise provided herein or in the Declaration, written or printed notice of each meeting of the Members shall be given by or at the direction of the Secretary or other person authorized to call such meeting by electronic mail (e-mail) distribution, some other form of electronic transmission, or by mailing postage prepaid to each Member entitled to vote thereat, a copy of such notice not less than ten (10) nor more than fifty (50) days before the date of such meeting. Such notice shall be addressed to the Member at his or her physical or e-mail (as applicable) address or other information intended to facilitate another form of electronic transmission as same appears on the records of the

Association at the time of mailing and shall specify the place, date, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 3.5 Quorum

The Members present at any duly called Association meeting shall constitute a quorum except as otherwise provided herein, in the Articles, or in the Declaration.

Section 3.6 Proxies

A Member may vote in person or by proxy which is executed in writing by the Member or by his or her duly authorized attorney-in-fact. The Board shall be authorized to designate the form of proxy to be used. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable at any time by its maker.

Section 3.7 Rules of Procedure

Meetings of the Members shall be conducted in accordance with the rules and procedures outlined in Robert's Rules of Order.

SECTION IV  
VOTING

Section 4.1 Voting

Each member shall cast their votes as provided for in Article II, Section 2 of the Declaration.

Section 4.2 Cumulative Voting

Cumulative voting shall not be permitted.

Section 4.3 Majority Vote

The vote of a majority of the votes entitled to be cast by the Members present in person or by proxy, at a meeting for which a quorum has been obtained shall be necessary for the adoption of any matter by the Members, unless a greater proportion is otherwise required by the Articles or the Declaration.

SECTION V  
DIRECTORS

Section 5.1 Number of Directors

The affairs of the Association shall be governed by a Board of Directors which shall consist of no less than five (5) but not more than nine (9) persons, but in all cases there shall be an odd number of Directors. The number of Directors shall be determined by the Board prior to each annual meeting or at any regularly scheduled meeting of the Board of Directors at which a quorum is present. In the event the number of Directors is changed by amendment to these Bylaws, no such change shall have the effect of removing any Director prior to the expiration of his or her term of office.

Section 5.2 Election

A person who meets the qualifications for director and who has been duly nominated may be elected as a director. Directors will be elected by the vote of the membership of the Association. Each director shall hold office until a successor is qualified and elected. A director may be elected to succeed himself or herself as director; provided, however, that no director shall serve more than two consecutive elected terms.

#### Section 5.3 Qualifications of Directors

A Director shall be a Member of the Association in good standing at the time of nomination.

#### Section 5.4 Nomination

5.4(1) The Board of Directors will create and empanel a nominating committee, in accordance with the procedure established by it, which shall be charged with receiving the suggestions of the membership, and which shall evaluate and consider possible nominees, and make nominations for each election of directors. Nominations shall include the written undertaking of the nominee to serve if elected, and other information as determined by the Board of Directors.

5.4(2) The election officer shall check all nominations and shall disqualify from election any nominee not qualified for election. In the event a nominee is disqualified by the election officer, he or she shall be immediately notified in person, by telephone or in writing of such disqualification and shall be entitled to remedy such disqualification within forty-eight (48) hours of such notification, in which case his or her nomination shall be accepted notwithstanding the initial disqualification. The decision of the election officer regarding disqualification shall be final.

5.4(3) Notice of election shall be included with the notice of annual meeting and nominees shall be invited to provide by specific deadline brief biographical information to be distributed with such notice, in a form and length determined by the Board of Directors. Biographical information not submitted by the deadline shall not be so distributed.

#### Section 5.5 Direction of Election

The Board shall, by resolution, designate one of its members not standing for re-election to the Board to serve as the election officer for the annual election. The election officer shall receive written nominations as provided herein and shall administer the annual election. The election officer shall appoint in writing such assistants as are in his or her judgment required to conduct the election but in no case shall less than two (2) assistants be designated. Such assistants shall not be paid for their services, nor be members of the Board, nor candidates for election thereto.

#### Section 5.6 Voting

5.6(1) Unless another form of voting is adopted at the annual meeting, election to the Board shall be by written ballot. The election officer shall prepare or cause to be prepared a written ballot listing in random order the names of nominees for election.

5.6(2) The election of new members to the Board shall be the first order of business following the adoption of the agenda at the annual meeting. Voting shall remain open for thirty (30) minutes provided, however, that Members present and waiting to vote at the end of the voting period shall be afforded the opportunity to do so notwithstanding the thirty (30) minute limit.

5.6(3) Voting and the counting of ballots cast shall be conducted by the election officer and his or her assistants. The results of balloting shall be announced by the election officer before the close of the annual meeting and the nominee(s) receiving the highest number of votes shall be declared by the Chair of the Board to have been elected. The Chair of the Board shall announce only the names of the successful candidate(s) and shall not announce or post the vote totals of the respective candidates. The election officer shall thereafter certify in writing the results of the balloting, which results shall be countersigned by his or her assistants.

Section 5.7 Staggered Terms

Terms shall be staggered in such a way that no more than three (3) Directors shall be elected to the Board during any one year, except in any year during which the total number of Directors is changed.

Section 5.8 Term of Office

Unless otherwise provided herein, each Director shall be elected for a term of three (3) years.

Section 5.9 Removal of Board Members

5.9(1) By Members: A Director may be removed from the Board by the vote of two-thirds (2/3) of a quorum of Members entitled to vote at a meeting of the Members.

5.9(2) By Impeachment: A Director may be removed from the Board by impeachment by the Board for conduct unbecoming a member of the Board or other good cause.

(a) Impeachment of a Director shall be commenced by resolution of the Board adopted at any meeting of the Board. Upon adoption of a resolution to consider impeachment, the Board shall at its next regular meeting consider the matter. The Chair shall appoint one member to present the case for impeachment and afford the Director whom it is proposed be impeached the opportunity to speak in response at such meeting. Following presentation of the case for impeachment and response thereto, the Board may by resolution adopted by a two-thirds (2/3) vote in favor, impeach such Director. In the event such resolution is so adopted, impeachment shall be reconsidered by the Board at its next regular meeting and may by resolution be ratified by a majority in favor of ratification of impeachment. In the event of such ratification, impeachment shall be confirmed by the Board at its next regular meeting and may by resolution be confirmed by a majority in favor of confirmation of impeachment, which confirmation shall operate to forthwith remove such Director from and vacate his or her office.

5.9(3) By Declaration of Vacancy: In the event a Director shall be absent from three consecutive meetings of the Board, the Board may by resolution declare his or her office to be vacant, and in such case such Director shall be deemed to have resigned from the Board as of the adoption of such resolution. A meeting which has been rescheduled shall not be considered to be a meeting of the Board for the purposes of the section only.

Section 5.10 Deemed Resignation

A Director shall be deemed to have resigned from the Board when he or she ceases to be a Member in good standing.

Section 5.11 Vacancies

A vacancy on the Board shall exist on the death, resignation, removal of any Director.

Section 5.12 Appointment to Fill Vacancies

In the event of a vacancy on the Board, a majority of the Directors present at a meeting of the Board shall select and appoint to the Board a successor who shall serve the unexpired term of his or her predecessor.

SECTION VI  
MEETINGS OF DIRECTORS

Section 6.1 Meetings

Meetings of the Board shall be held at such place and hour as may be fixed from time to time by the Board. Notice of such meetings shall be given to each Director at least seven days prior to each such meeting, and shall specify the place and time of such meeting.

Section 6.2 Special Meetings

6.2(1) Special meetings of the Board shall be held when called by the Chair of the Board or by any two (2) Directors. Notice of special meetings of the Board shall be given orally or in writing to each Director at least twenty-four (24) hours before any such meeting. Notice shall be deemed to have been given in writing when mailed to the present home address of a Director as shown on the records of the Association or by electronic mail (e-mail) or other electronic transmission if the Director has provided an e-mail address or other information intended to facilitate an electronic transmission for notice.

6.2(2) Attendance at a special meeting by a Director shall constitute a waiver of notice of such meeting except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6.3 Open Meetings

Regular meetings of the board shall be open to all Members, provided, however, that Members who are not members of the Board may not participate in any deliberation or discussion unless recognized by the Chair to so participate. Such recognition may be overruled by a vote of a majority of those Directors present. The Board may, with approval of a majority of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, property matters, litigation in which the Association is or may become involved, and orders of business relating to matters which are or may be the subject of a claim or privilege or for any purpose deemed appropriate in the discretion of the Board.

Section 6.4 Quorum

A majority of the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be the act of the Board unless a greater number is required by law.

Section 6.5 Action Taken Without a Meeting

6.5(1) Emergency: Directors shall have the right to take emergency action which they could take at a duly constituted meeting without a meeting by obtaining approval of a majority of Board members. Any action so approved shall have the same effect as if taken at a meeting of the Board and shall be ratified by resolution adopted at the next regular Board meeting.

6.5(2) By Consent: Any action which may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all Directors. Any action so approved shall have the same effect as if taken at a meeting of the board and shall be ratified by resolution adopted at the next regular Board meeting.

6.5(3) By Conference, Telephone, or Similar Equipment: Any special meeting of the Board may be held or action may be authorized by means of conference telephone, e-mail (where all comments are published simultaneously to all participants) or similar communications equipment or technology.. Participation in such a meeting shall be deemed to be presence in person at the meeting.

#### Section 6.6 Rules of Order

Regular meetings of the Board shall be conducted in accordance with the procedures outlined in Robert's Rules of Order.

### SECTION VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

#### Section 7.1 Powers of the Board

The Board of Directors shall have the power to:

(a) adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof, which penalties may include fines, or the suspension of the right of a Member to use the Common Properties and facilities;

(b) suspend the voting rights of any Member and/or the right of any Member to use of the Common Area and facilities during any period in which such Member shall be in default in the payment of any assessment levied by or for the benefit of the Association;

(c) hire such personnel as are in the opinion of the Board necessary for the efficient and effective operation of the Association and delegate to such personnel the rights, powers, and privileges of the Board as the Board may deem necessary and advisable;

(d) exercise on behalf of the Association all powers, duties, and authorities vested in or delegated to the Association and not otherwise herein reserved to the Members of the Association in the Articles or Declaration;

(e) exercise such other powers and duties allowed by law.

#### Section 7.2 Method of Exercise of Powers

The Board shall exercise its rights, powers, and privileges by resolution.



Section 7.3     Organization of the Board

The Board shall organize itself to exercise its rights, powers, and privileges and carry out its duties and responsibilities in such a manner as it shall, from time to time, determine and shall be authorized to organize, appoint, and regulate standing and select committees to advise the Board from time to time as seems prudent.

Section 7.4     Chair and Vice Chair

7.4(1) Election: The Board shall meet each year on the Tuesday next following the annual meeting to elect a Chair and Vice Chair, who shall at all times be Members of the Board and shall serve one (1) year unless they or either of them shall resign, be removed or otherwise become disqualified to serve.

7.4(2) Removal: The Chair and Vice Chair may be removed from office at any time by the vote of a majority of the Board. The Chair or Vice Chair may resign at any time by giving written notice to the Board and such resignation shall be effective on the date of receipt of such notice or such later time specified therein and the acceptance of such resignation shall not be necessary to make it effective.

Section 7.5     Compensation of Directors

No Director shall receive compensation for any service he or she shall render to the Association. Any Director may be reimbursed for his or her actual expenses incurred in the performance of designated duties.

Section 7.6     Duties of the Board

It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present an annual report thereof to the Members at the annual meetings of the Members;
- (b) supervise all Association officers and agents and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to fix the amount of the annual assessment of each lot;
- (d) cause written notice of assessment to be sent to each owner subject thereto at least thirty (30) days before the date when payment of such assessment is due;
- (e) cause collection action to be taken to secure and collect delinquent assessments as more particularly set out in the Declaration;
- (f) procure and maintain adequate liability, property, and casualty insurance on employees, Common Area and facilities, and cause all officers or employees to be insured and/or bonded, as it may deem appropriate;
- (g) cause the Common Properties and facilities to be maintained;

- (h) carry out short term and long range planning and policy development for the Association;
- (i) supervise and direct the financial management and development of the Association;
- (j) direct the provision of services to Members;
- (k) undertake to provide means of communications with Association Members;
- (l) all other duties as required by law.

## SECTION VIII

### OFFICERS

#### Section 8.1 Officers

8.1(1) Officers Generally: The officers of the Association shall be the Chair, Vice Chair, Secretary, Treasurer, and such other officers as the Board may from time to time by resolution create. Any person may hold more than one office, except the Chair.

#### Section 8.2 Resignation of Officers

8.2(1) Chair and Vice Chair: In the event the Chair or Vice Chair shall resign, be removed or otherwise become disqualified to serve, he or she shall be deemed to have resigned, been removed, or otherwise become disqualified to serve as Chair or Vice Chair, as the case may be.

8.2(2) Other Officers: Any other officer may be removed from office by the Board at any time without cause and may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### Section 8.3 Vacancies

A vacancy in any office may be filled by appointment by a majority of the Board. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer he or she replaces.

#### Section 8.4 Duties of Officers

8.4(1) Chair of the Board: The Chair of the Board shall set the agenda for all meetings of the Board and of the Members; and with the approval of the Board shall appoint committee chairpersons.

The Chair of the Board shall be at liberty to participate in all the discussions of the Board and vote on any motion thereof.

8.4(2) Vice Chair of the Board: The Vice Chair of the Board shall act in the place and stead of the Chair in his or her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him or her by the Board.

8.4(3) Secretary: The Secretary shall be the Chief Administrative Officer of the Association and shall record or cause to be recorded the proceedings of all meetings of the Board and of the Members; serve or cause to be served notice of meetings of the Board and of the Members; keep or cause to be kept appropriate records showing the Members of the Association; and perform such other duties as required by the Board.

8.4(4) Treasurer: The Treasurer shall be the Chief Financial Officer of the Association and shall receive and deposit or cause to be received and deposited, monies of the Association in banking accounts approved by the Board, account for and disburse or cause to be received, deposited, accounted for and disbursed the monies of the Association; keep or cause to be kept proper books of account; prepare an annual budget; prepare for the annual meeting of the Members a report of the financial activity of the Association for the preceding year.

## SECTION IX COMMUNITY OR GENERAL MANAGER

### Section 9.1 Appointment

The Board may employ or contract with a Community or General Manager to whom the Board may delegate such duties and responsibilities as are appropriate and on such terms and conditions and with such compensation as the Board may determine is appropriate given the terms of employment. A corporation or partnership may be appointed as General Manager.

## SECTION X INDEMNIFICATION

### Section 10.1 Liability and Indemnification

No member of the Board or any other officer or employee of the Association or member of any committee of the Association appointed by the Board shall be personally liable to any Member, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board or any representative or employee of the Association, provided that such person has, upon the basis of such information as may be possessed by him or her, acted in good faith. In the event any action is brought against any such person or entity, the Association shall indemnify such person or entity for all reasonable costs, including attorney's fees, incurred in the defense of such action, including any settlement thereof. The Board shall be responsible to obtain insurance, to the extent possible, to provide the indemnification described in this section.

## SECTION XI BOOKS AND RECORDS

### Section 11.1 Inspection

The books, records, and papers of the Association shall at all times during reasonable business hours be available for inspection by any Member for any proper purpose.

### Section 11.2 Copies of Declaration, Articles, and Bylaws

Copies of the Declaration, Articles, and Bylaws of the Association shall be made available to any Member at the principal office of the Association at a reasonable cost to be fixed from time to time by resolution of the Board.

**Section 11.3 Minutes Generally**

Minutes shall be kept of all meetings of the Members and the Board.

**Section 11.4 Content of Minutes**

Minutes shall record motions made, resolutions adopted, decisions made, and actions taken.

Minutes shall state whether or not a motion was carried unanimously, carried or defeated and shall record the names of those voting against a motion or abstaining from a vote.

**Section 11.5 Adoption and Signature of Minutes**

Minutes of a meeting of the Members shall be presented to the Members for adoption at the next meeting of the Members. Upon adoption, the minutes shall be certified as correct by the then Chair and Secretary.

Minutes of a meeting of the Board shall be presented to the Board for adoption at the next regular meeting of the Board. Upon adoption, the minutes shall be certified as correct by the then Chair and Secretary.

**SECTION XII  
CHECKS**

**Section 12.1 Signature of Checks**

Checks in operating accounts shall require one authorized signatory; provided, however, that checks in amounts in excess of \$10,000 shall require two authorized signatures.. Withdrawals from all reserve accounts shall be countersigned by two signatories. Only members of the Board and the Community or General Manager may be designated as authorized signatories.

**SECTION XIII  
NON-PROFIT PURPOSE**

**Section 13.1 Non-Profit Purpose**

In order to preserve the non-profit status of the Association, neither the Board nor any member thereof shall do any act, authorize or suffer the doing or any act by an officer or employee of the Association on behalf of the Association which is inconsistent with the Declaration, Articles or these Bylaws or Section 528 of the Internal Revenue Code and any such act shall be ultra vires and void.

**SECTION XIV  
GENERAL PROVISIONS**

**Section 14.1 Corporate Seal**

The Board of Directors may, by resolution, adopt a corporate seal.

Section 14.2 Registered Agent

The registered agent of the Association for the service of process, notice or demand upon the Association shall be designated by the Board in accordance with the procedures of the Texas Secretary of State. The Board will comply with applicable statutory filing and notice requirements.

Section 14.3 Execution of Documents

The Board may, except as otherwise provided in the Declaration, Articles or these Bylaws, authorize any Director, officer or agent to execute any instrument or document in the name of and on behalf of the Association and such authority may be general or confined to specific instances. Unless so authorized by the Board, no Director, officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or for any amount.

Section 14.4 Fiscal Year

The fiscal year of the Association shall begin on the 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December in each year.

Section 14.5 Conflicts

These Bylaws are intended to comply with the Texas Business Organizations Code, Declaration, and Articles of Incorporation. In case of an irreconcilable conflict, such statute and documents shall control over these Bylaws.

SECTION XV  
AMENDMENTS

Section 15.1 Amendments

These Bylaws may be amended by: (1) a two-thirds vote of directors present at a regular meeting of the Board of Directors; or (2) by a vote of a majority of a quorum of Members present in person or by proxy at a regular or special meeting of the Members.,

### ATTACHMENT 3

#### THE DOMINION HOMEOWNERS ASSOCIATION SOLAR DEVICE POLICY ENERGY EFFICIENT ROOFING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded under Volume 2950 Page 61 of the Official Records, Bexar County, Texas, as amended and with any supplements and annexations thereto (collectively, the "Declaration").

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of solar devices or energy efficient roofing on a residential lot. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against solar devices or energy efficient roofing, or any provision regulating such matters which conflict with Texas law.

#### **A. DEFINITIONS AND GENERAL PROVISIONS**

1. Solar Energy Device Defined. A "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. Energy Efficiency Roofing Defined. As used in this Policy, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

3. Architectural Review Approval Required. Approval by the architectural review authority under the Declaration (the "ACC") is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising the installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

#### **B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS**

1. Approval Application. To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "Solar Application"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the Declaration. The ACC will approve a Solar Energy Device if the Solar Application complies with Section B.3 below **UNLESS** the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with Section B.3, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with Section B.3. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the Owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's lot, entirely within a fenced area of the Owner's lot, or entirely within a fenced patio located on the Owner's lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must

be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

**C. ENERGY EFFICIENT ROOFING**

The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Declaration. In conjunction with any such approval process, the Owner should submit information which will enable the ACC to confirm the criteria set forth in the previous paragraph.



## ATTACHMENT 4

### THE DOMINION HOMEOWNERS ASSOCIATION FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded under Volume 2950 Page 61 of the Official Records, Bexar County, Texas, as amended and with any supplements and annexations thereto (collectively, the "Declaration").

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Section 202.011 of the Texas Property Code or any federal or other applicable state law. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law.

#### **A. ARCHITECTURAL REVIEW APPROVAL.**

1. Approval Not Required. In accordance with the general guidelines set forth in this policy, an Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with the insignia of a college or university ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Reasonable holiday flags and decorations do not need prior approval and are allowed up to 30 days prior to a holiday or religious observance and 14 days thereafter. Only two (2) Permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the architectural review authority under the Master Covenant (the "ACC").

2. Approval Required. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential lot ("**Freestanding Flagpole**"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

#### **B. PROCEDURES AND REQUIREMENTS**

1. Approval Application. To obtain ACC approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the "**Flagpole Application**"). A Flagpole Application may only be submitted by an Owner UNLESS the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the Declaration. A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Flagpole Application is approved by the ACC, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the ACC may require the Owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

- (a) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per residential lot, on which only Permitted Flags may be displayed;
- (b) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;
- (c) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');
- (d) With the exception of flags displayed on common area owned and/or maintained by the Association, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- (e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;
- (f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
- (g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

(h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

(i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

## ATTACHMENT 5

### THE DOMINION HOMEOWNERS ASSOCIATION DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY

1. *Display of Certain Religious Items Permitted.* An Owner or resident is permitted to display or affix to the entry of the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the Owner's or resident's dwelling.

2. *General Guidelines.* Religious items may be displayed or affixed to an Owner's or resident's entry door or door frame of the Owner's or resident's dwelling; provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5" x 5" = 25 square inches).

3. *Prohibitions.* No religious item may be displayed or affixed to an Owner's or resident's dwelling that: (a) threatens the public health or safety; (b) violates applicable law; or (c) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or door frame and in no event may extend past the outer edge of the door frame of the Owner's or resident's dwelling. Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for an entry door or door frame of the Owner's or resident's dwelling or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.

5. *Removal.* The Association may remove any item which is in violation of the terms and provisions of this Policy.

6. *Covenants in Conflict with Statutes.* To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Policy shall hereafter control.

## ATTACHMENT 6

### THE DOMINION HOMEOWNERS ASSOCIATION RAINWATER HARVESTING SYSTEM POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded under Volume 2950 Page 61 of the Official Records, Bexar County, Texas, as amended and with any supplements and annexations thereto (collectively, the "Declaration").

Note: Texas statutes presently render null and void any restriction in the Declaration which prohibits the installation of rain barrels or a rainwater harvesting system on a residential lot. The Board and/or the architectural approval authority under the Declaration has adopted this policy in lieu of any express prohibition against rain barrels or rainwater harvesting systems, or any provision regulating such matters which conflict with Texas law.

#### **A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.**

Approval by architectural review authority under the Declaration (the "ACC") is required prior to installing rain barrels or rainwater harvesting system on a residential lot (a "**Rainwater Harvesting System**"). The ACC is not responsible for: (i) errors in or omissions to any application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

#### **B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS**

1. Approval Application. To obtain ACC approval of a Rainwater Harvesting System, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the Declaration. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Rain System Application to be installed in accordance with the approved Rain System Application, the ACC may require the Owner to: (i) modify the Rain System Application to

accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a Rain System Device in accordance with the approved Rain System Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:

(i) The Rain System Device must be consistent with the color scheme of the residence constructed on the Owner's lot, as reasonably determined by the ACC.

(ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.

(iii) The Rain System Device is in no event located between the front of the residence constructed on the Owner's lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's lot to install the Rain System Device, as reasonably determined by the ACC.

(v) If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. See Section B. 4 for additional guidance.

4. Guidelines for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's property. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device, may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.

## ATTACHMENT 7

### THE DOMINION HOMEOWNERS ASSOCIATION RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded under Volume 2950 Page 61 of the Official Records, Bexar County, Texas, as amended and with any supplements and annexations thereto (collectively, the "Declaration").

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law.

1. Written Form. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. Request in Writing; Pay Estimated Costs In Advance. An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. Period of Inspection. Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) days along with either: (i) another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) after a diligent search, the requested records are missing and cannot be located.

4. Records Retention. The Association shall keep the following records for at least the times periods stated below:

- a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Declaration, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto recorded in the property records to be effective against any Owner and/or member of the Association.
- b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.
- c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association, and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.
- d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the Owners.
- e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.
- f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2012, and the retention period is five (5) years, the retention period begins on December 31, 2012 and ends on December 31, 2017. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records.** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. **Attorney Files.** Attorney's files and records relating to the Association (excluding invoices requested by a Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.



7. *Presence of a Board Member or Manager; No Removal.* At the discretion of the Board or the Association's manager, certain records may only be inspected in the presence of a Board member or employee of the Association's manager. No original records may be removed from the office without the express written consent of the Board.

**TEXAS ADMINISTRATIVE CODE**  
**TITLE 1, PART 3, CHAPTER 70**  
**RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION**

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--\$1.00;

(B) Magnetic tape--actual cost

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--\$1.00;

(F) Non-rewritable CD (CD-R)--\$1.00;

(G) Digital video disc (DVD)--\$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--\$2.50;

(K) Audio cassette--\$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--\$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing,  $\$15.00 \times .20 = \$3.00$ ; or Programming labor charge,  $\$28.50 \times .20 = \$5.70$ . If a request requires one hour of labor charge for locating, compiling, and reproducing information (\$15.00 per hour); and one hour of programming labor charge (\$28.50 per hour), the combined overhead would be:  $\$15.00 + \$28.50 = \$43.50 \times .20 = \$8.70$ .

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--\$10 per CPU minute; Midsize--\$1.50 per CPU minute; Client/Server--\$2.20 per clock hour; PC or LAN--\$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in

subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows:  $\$10 / 3 = \$3.33$ ; or  $\$10 / 60 \times 20 = \$3.33$ .

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

**Source Note:** The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614

## ATTACHMENT 8

### THE DOMINION HOMEOWNERS ASSOCIATION STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded under Volume 2950 Page 61 of the Official Records, Bexar County, Texas, as amended and with any supplements and annexations thereto (collectively, the "Declaration").

1. *Dedictory Instruments.* As set forth in Texas Property Code Section 202.001, "dedictory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the declaration or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, or as otherwise referred to in this notice as the "Governing Documents."

2. *Recordation of All Governing Documents.* The Association shall file all of the Governing Documents in the real property records of each county in which the property to which the documents relate is located. Any dedictory instrument comprising one of the Governing Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. *Online Posting of Governing Documents.* The Association shall make all of the Governing Documents relating to the Association or subdivision and filed in the county deed records available on a website if the Association has, or a management company on behalf of the Association maintains, a publicly accessible website.

## ATTACHMENT 9

### THE DOMINION HOMEOWNERS ASSOCIATION STATUTORY NOTICE OF ANNUAL MEETING, ELECTIONS AND VOTING

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded under Volume 2950 Page 61 of the Official Records, Bexar County, Texas, as amended and with any supplements and annexations thereto.

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits annual meetings, certain election requirements and voting processes and other conduct related to annual meetings, elections and voting in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

1. *Annual Meetings Mandatory.* As set forth in Texas Property Code Section 209.014, the Association is required to call an annual meeting of the members of the Association.

2. *Notice of Election or Association Vote.* Not later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) day before the date of an election or vote, the Association must give written notice of the election or vote to: (a) each Owner in the Association for purposes of an Association-wide election or vote; or (b) each Owner in the Association entitled to vote to elect Board members.

3. *Election of Board Members.* Any Board member whose term has expired must be elected by Owners in the Association. A Board member may be appointed by the Board only to fill a vacancy caused by a resignation, death, or disability. A Board member appointed to fill a vacant position shall serve the unexpired term of the predecessor board member.

4. *Eligibility for Board Membership.* The Association may not restrict an Owner's right to run for a position on the Board. If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member has been convicted of a felony or crime involving moral turpitude, the Board member is then immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

5. *Right to Vote.* Any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board members or on any matter concerning the rights or responsibilities of the Owner is void.

6. *Voting; Quorum.* The voting rights of an Owner may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; (c) by electronic ballot; or (d) by any method of representative or delegated voting provided by the Association's governing documents.

7. *Written Ballots.* Any vote cast in an election or vote by a member of the Association must be in writing and signed by the member. Electronic votes constitute written and signed ballots. In an Association-wide election, written and signed ballots are not required for uncontested races.

8. **Absentee or Electronic Ballots.** An absentee or electronic ballot: (a) may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (b) may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (c) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

a. **Meaning of Electronic Ballot.** Notwithstanding any contrary provision in the governing document of the Association, "electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of Owner submitting the ballot can be confirmed; and (c) for which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

b. **Solicitation of Votes by Absentee Ballot.** Any solicitation for votes by absentee ballot must include: (a) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; (b) instructions for delivery of the completed absentee ballot, including the delivery location; and (c) the following language: *"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."*

9. **Tabulation of and Access to Ballots.** A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote. A person tabulating votes in an Association election or vote may not disclose to any other person how an individual voted.

10. **Recount of Votes.** Any Owner may, not later than the fifteenth (15<sup>th</sup>) day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (a) by certified mail, return receipt requested, or by delivery by the U.S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (b) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Owner requesting the recount will be required to pay, in advance, expenses associated with the recount as estimated by the Association. Any recount must be performed on or before the thirtieth (30<sup>th</sup>) day after the date of receipt of a request and payment for a recount is submitted to the Association for a vote tabulator as set forth below.

a. **Vote Tabulator.** At the expense of the Owner requesting the recount, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (a) is not a member of the Association or related to a member of the Association Board within the third degree by consanguinity or affinity; and (b) is either a person agreed on by the Associations and any person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.



b. Reimbursement for Recount Expenses. If the recount changes the results of the election, the Association shall reimburse the requesting Owner for the cost of the recount to the extent such costs were previously paid by the Owner to the Association. The Association shall provide the results of the recount to each Owner who requested the recount.

c. Board Action. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

## ATTACHMENT 10

### THE DOMINION HOMEOWNERS ASSOCIATION STATUTORY NOTICE OF CONDUCT OF BOARD MEETINGS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded under Volume 2950 Page 61 of the Official Records, Bexar County, Texas, as amended and with any supplements and annexations thereto (collectively, the "Declaration").

Note: Texas statutes presently render null and void any restriction in the Declaration which restricts or prohibits open board meetings and other conduct related to board meetings in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

1. Definition of Board Meetings. As set forth in Texas Property Code Section 209.0051, "board meeting" means: (a) a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action; but does not include: (b) the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

2. Open Board Meetings. All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

3. Location. Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which all or a party of the property in the subdivision is located or in a county adjacent to that county, as determined in the discretion of the Board.

4. Record; Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

5. Notices. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each property owner not later than the tenth (10<sup>th</sup>) day or earlier than the sixtieth (60<sup>th</sup>) day before the date of the meeting; or (b) provided at least

seventy-two (72) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Association members in a place located on the Association's common area property or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Owner who has registered an e-mail address with the Association. It is an Owner's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

6. *Meeting without Prior Notice.* A Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners if each director may hear and be heard or may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to Owners under Paragraph 5 above consider or vote on:

- (a) fines;
- (b) damage assessments;
- (c) initiation of foreclosure actions;
- (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
- (e) increases in assessments;
- (f) levying of special assessments;
- (g) appeals from a denial of architectural control approval; or

(h) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue.

## ATTACHMENT 11

### THE DOMINION HOMEOWNERS ASSOCIATION ASSESSMENT COLLECTION POLICY

The Dominion is a community (the "**Community**") created by and subject to the Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded under Volume 2950, Page 61 of the Official Records, Bexar County, Texas, as amended and with any supplements and annexations thereto ("**Declaration**"). The operation of the Community is vested in The Dominion Homeowners Association (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, the Bylaws and rules of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Declaration.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Declaration. Words and phrases used in this policy have the same meanings given to them by the Declaration.

#### **Section 1. DELINQUENCIES, LATE CHARGES & INTEREST**

- 1-A. Due Date. An Owner will timely and fully pay Regular Assessments and Special Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.
- 1-C. Cost of Collection Fees & Interest. If the Association does not receive full payment of a Regular Assessment by 5:00 p.m. after the due date established by the Board, the Association may levy a cost of collection fee of \$20 per month and/or interest pursuant to the Declaration, if stated therein, or at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefore (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, cost of collection fees, and interest may only be waived by a majority of the Board.

## **Section 2.     INSTALLMENTS & ACCELERATION**

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

## **Section 3.     PAYMENTS**

3-A.   Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for cost of collection fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- |  |                           |
|--|---------------------------|
| (1) Delinquent assessments   | (4) Other attorney's fees |
| (2) Current assessments  | (5) Fines                 |
| (3) Attorney fees and costs associated with delinquent assessments | (6) Any other amount      |

3-B.   Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner fails to comply with the terms and provisions of a payment plan between the Owner and the Association, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C.   Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-D.   Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of

delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

- 3-E. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.
- 3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

#### **Section 4.      LIABILITY FOR COLLECTION COSTS**

- 4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

#### **Section 5.      COLLECTION PROCEDURES**

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.
- 5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.
- 5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the manager of the Association of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the

following notices and take the following actions unless otherwise directed by the manager of the Association:

- (1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association, then
- (2) First Notice: Preparation of the Notice of Demand for Payment Letter. If the account is not paid in full within 30 days, then
- (3) Lien Notice: Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then
- (4) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose. If the account is not paid in full within 30 days, then
- (5) Notice of Intent to Foreclose Notice to Lender: Preparation of Notice of Intent to Foreclose Letter to Owner's Lender. If account not paid in full within 30 days, then
- (6) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.

5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days. Resident transponders are subject to deactivation as set forth in the Transponder Policy.

## **Section 6. GENERAL PROVISIONS**

6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.

6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding

anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Special Assessments and Regular Assessments, or reimbursed to the Owner if those Assessments are paid in full.

- 6-D. Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
- 6-E. Amendment of Policy. This policy may be amended from time to time by the Board.



## ATTACHMENT 12

### THE DOMINION HOMEOWNERS ASSOCIATION RULES, REGULATIONS AND RESTRICTIONS

1. No unlicensed motorized vehicles, with exception of golf carts conforming to standards approved by The Dominion Country Club, shall be permitted on Dominion streets, common areas, rights-of-way, greenbelts, or any unimproved areas within the boundaries of The Dominion. For additional rules regarding motorized vehicles, see Rules and Regulations for Vehicle Operations, Safety and Use of Roads found under **Attachment 15** to this Community Manual.
2. No person other than someone who has a valid driver's license may operate any vehicle or golf cart upon any Dominion streets, common areas, rights-of way, greenbelts, or any unimproved areas within the boundaries of The Dominion. For additional rules regarding motorized vehicles, see Rules and Regulations for Vehicle Operations, Safety and Use of Roads found under **Attachment 15** to this Community Manual.
3. Non-motorized vehicles, including but not limited to carts, scooters, or other similar vehicles without a motor may not be operated upon Dominion Drive, Brenthurst Lane and Ambassador Lane at any time. For purposes of this Rule, bicycles shall not be considered a non-motorized vehicle.
4. No trailer, camper, recreational vehicle or similar vehicle shall at any time 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 the lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent lots or streets. Such vehicles shall not be connected to utilities situated within a lot.
5. No commercial vehicles bearing commercial insignia or names shall be parked on any lot except within any enclosed structure or screened area unless such vehicle is temporarily parked for the purpose of serving such lot.
6. 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.
7. ALL IMPROVEMENTS must first have prior approval of the Architectural Control Committee (ACC).
8. 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 prior written approval of the ACC.
9. Tennis court lighting and fencing requires prior written approval of the ACC.
10. No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed on any lot where same is readily visible from the street or an adjoining lot without prior written approval of the ACC.

11. No building material *of* any kind shall be placed or stored upon any lot until the Owner thereof is ready to commence the improvements. Then, the material shall be placed within the property lines of the lot upon which the improvements are erected.
12. Any excess materials not needed from construction and building refuse shall promptly be removed.
13. Trash, garbage and other waste shall at all times be kept in screened receptacle areas meeting the standards and criteria established by ACC.
14. No trash or other refuse may be thrown, dumped or burned on any vacant lot, greenbelt, or other area.
15. No signs of any kind shall be displayed to the public view on any single-family residential lot except as expressly permitted by ACC standards as defined in the Declaration or as otherwise expressly permitted (e.g., political signs and religious door displays) pursuant to applicable law.
16. All animals shall be prevented from running loose or becoming a nuisance to other residents. For additional rules regarding animals see Rules and Regulations Regarding Pets found under **Attachment 14** to this Community Manual.
17. Any landscaping required by the plans and specifically approved by the ACC must be fully installed on a lot within ninety (90) days from the first occupancy of the dwelling.
18. Grass, weeds, shrubs, and all vegetation on each lot sold shall be kept mowed and/or trimmed at regular intervals.
19. 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.
20. No paper shall be allowed to be used as window covering, even temporarily, on any property located within The Dominion Planned Unit Development.
21. No parking is allowed on any streets within the Dominion Planned Unit Development between the hours of 2:00 a.m. and 6:00 a.m. without prior permission from The Dominion Homeowners Association.
22. Property Owners having private functions and anticipating in excess of 20 guest vehicles from outside The Dominion Planned Unit Development shall be required to hire, at their sole cost and expense, additional security personnel for the main security center and/or for parking purposes to ensure that security to all members of The Dominion Homeowners Association is not lessened due to increased traffic entering the development.
23. Due to the fire hazard, fireworks of any kind are prohibited in The Dominion residential areas and those areas not yet developed.

24. In order to preserve, protect and enhance the safety and welfare of its residents and the value of property, The Dominion Homeowners Association prohibits the feeding of any and all wildlife within The Dominion residential community.

**PLEASE CONTACT THE ASSOCIATION OFFICE AT (210) 698-1232 IF YOU NEED A COPY OF THE DOMINION DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS.**

## ATTACHMENT 13

### RULES AND REGULATIONS REGARDING PETS

The Board of Directors of The Dominion Homeowners Association (the “**Association**”) has adopted the following pet policies in order to protect the rights and safety of the individual owners within the Association, while respecting the privileges of pet owners.

This policy is adopted pursuant to the Board rule-making authority contained in the Declaration, the Bylaws and Texas law:

1. All owners of animals must abide by the City of San Antonio Code: Regulating the Care and Control of Animals - Chapter 5.
2. All pets must be registered with the Association. A Pet Application Form may be obtained from the Association office. If the pet is a dog or cat a photograph should be included with the application. All dogs and cats over 16 weeks of age must be vaccinated against rabies and have a microchip ID implanted. This is a requirement by the City of San Antonio.
3. Only dogs, cats or other common household pets are allowed. No wild creatures in the *felis* or *canus* genus, or farm animals, pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals of any kind shall ever be raised, kept, bred, or harbored within The Dominion.
4. Unless otherwise limited by the terms and provisions of the restrictions applicable to your subdivision, a maximum of three (3) dogs and/or cats is allowed.
5. Pursuant to the City of San Antonio ordinances, pets shall not be kept, bred, or used for any commercial purpose.
6. No pet shall be allowed to become a nuisance or create any unreasonable disturbance.
7. All dogs must be confined to the owner’s property at all times unless a leash restrains the animal.
8. Invisible fences are subject to failure and are easily breeched. Therefore, the use of invisible fences as the sole restraint for dogs is not permissible.
9. The animal owner or keeper is responsible for the immediate removal and proper disposal of all solid animal wastes.
10. Owners are responsible for all damages caused by their pets. This includes personal damage or injury to another Owner, guest or tenant, or property damage.

### Compliance and Enforcement

Most pet owners are caring, responsible people who follow the Association’s rules because they are good neighbors. If however, a resident is concerned with a pet related problem he/she should attempt to arrive at a solution to the problem with the pet owner in a courteous and helpful manner.

If personal attempts at a solution fail then a written statement should be sent to the Association outlining the problem with evidence, if any.

## ATTACHMENT 14

### THE DOMINION HOMEOWNERS ASSOCIATION RULES AND REGULATIONS FOR MOTORIZED VEHICLE OPERATIONS, SAFETY AND USE OF ROADS

#### I. MOTOR VEHICLE OPERATION

Licensed, motorized vehicles shall include, but shall not be limited to, passenger vehicles, trucks, motorcycles, golf carts, construction and service vehicles, and motor homes. Such vehicles may be driven only on paved streets and driveways, must carry a current inspection sticker and display current license plates. Drivers of motorized vehicles driven within The Dominion must have a current driver's license and carry minimum automobile insurance as required by the State of Texas. Motorized vehicles must yield to pedestrian and bicycle traffic and must be driven in such a manner as not to disturb others; provided, however, golf carts may be driven on cart paths and are not required to have inspection stickers or license plates.

##### A. Motorcycles

Drivers must comply with applicable law and shall carry a maximum of two persons unless equipped with a sidecar for a third passenger.

##### B. Off-Road Vehicles

Unlicensed vehicles, all-terrain vehicles, and other off-road vehicles designed primarily for off-road use shall not be driven within The Dominion.

#### II. PARKING/STORAGE

Owners shall not park vehicles in alleys, on streets, or on unimproved property. Owners shall park only in garages and driveways--garage parking is strongly encouraged. Notwithstanding the foregoing sentence, Owners visiting other residents within The Dominion may park in the street, but not in any alley. Parking shall not be permitted which obstructs access by emergency or service vehicles. The Dominion Chief of Security may make exceptions for resident parties and special events.

##### A. Visitors

Visitors shall be permitted to park on streets, driveways and in garages. Owners may authorize visitor parking on the streets for a period up to 72 hours by notifying Dominion Security in advance at 210-698-2997 or electronically through the current access control system. If street parking for visitors is needed for a period to exceed 72 hours, prior permission must be granted by the Association who may delegate such authority to the Chief of Security.

B. Construction/Service Vehicles

Construction and service vehicles shall only be permitted to park on streets and must park in a manner that will not obstruct access to any driveway or obstruct access by emergency and service vehicles such as garbage trucks. No parking is permitted in the alleys. Construction and service vehicles (as opposed to equipment) shall not remain on Dominion property overnight. Notwithstanding the foregoing sentence, construction and service vehicles shall be permitted to park on unimproved property during designated work hours with the prior approval of the lot owner.

C. Trailers/Recreational Vehicles

Trailers, inoperable vehicles, recreational vehicles or commercial vehicles shall not be kept, stored, parked or maintained on any portion of a lot readily visible to the street or another lot, and must be kept, stored, parked or maintained only within an enclosed structure or screened area which prevents the view of it from other streets or lots. Recreational vehicles shall include, but not be limited to, motor homes, campers, and boats. Notwithstanding the foregoing sentence, trailers, recreational vehicles, campers, boats, motor homes, and commercial vehicles may be temporarily parked for the purpose of loading and unloading or for the purpose of serving such lot, not to exceed a 24 hour consecutive time period.

D. Loading/Unloading

When loading and unloading, it is recognized that access to streets, alleys and driveways may be temporarily blocked. In such cases, the vehicle operator will minimize the inconvenience and immediately move the vehicle upon completion of loading or unloading. The vehicle operator must remain accessible at all times to move the vehicle in the event of an emergency.

E. Repairs

No dismantling or assembling of motor vehicles, boats, trailers or other machinery and equipment shall be permitted in any driveway or yard visible from any street or lot.

III. SAFETY

A. Speed Limits

Unless otherwise posted by a speed limit sign, the maximum speed limit within The Dominion is 20 mph. Notwithstanding the foregoing sentence, the Dominion Chief of Security may temporarily reduce maximum speeds for safety reasons.

B. Bicycles

Bicycles must be ridden with the flow of traffic and as near as practicable to the right curb unless preparing to make a left turn at an intersection or when the conditions on the roadway make it unsafe to ride next to the right curb. Bicycles used at night must have a light on the front and a red reflector on the rear. To enhance safety, bicycle riders are

strongly encouraged to ride single file, to wear helmets and to wear reflective gear when riding at night.

C. Pedestrians

Pedestrians shall include but not be limited to those walking, jogging, riding skateboarding, or wearing rollerblades or skates. It is suggested that pedestrian traffic moves against the flow of traffic and as near as practicable to the left curb. To enhance safety at night, pedestrians are strongly encouraged to wear reflective clothing and carry a light.

IV. VARIANCES

Variances to these rules and regulations must be requested in advance by calling the Association office at 210-698-1232. Should a variance be denied, the Association member may appeal to the Board at the next regular scheduled meeting by requesting to be on the agenda 30 days prior to the meeting.

V. COMPLIANCE & ENFORCEMENT

It is the Association's hope that these rules will receive voluntary compliance as evidence of good faith and in consideration of all residents. Association members may appeal to the Board if there are extenuating circumstances which might justify any violation. If the Board upholds the violation and the violation is not promptly corrected, the Association shall pursue whatever legal remedies are available, including the filing of a lawsuit to correct such violation.



## ATTACHMENT 15

### THE DOMINION HOMEOWNERS ASSOCIATION VIOLATION AND ENFORCEMENT POLICY FOR RULES AND REGULATIONS FOR VEHICLE OPERATIONS, SAFETY AND USE OF ROADS

The policy has been established for the health, safety, security, and wellbeing of all residents of The Dominion and their guests, licensees, and invitees. It is the hope of the Association that "THE RULES AND REGULATIONS FOR VEHICLE OPERATION, SAFETY AND USE OF ROADS" (hereinafter "**Vehicle Rules & Regulations**") that are being implemented by the Board, will receive voluntary compliance. However the Board realizes there may be a number of residents, guests, visitors, licensees, and/or invitees who will not comply with the Vehicle Rules & Regulations.

#### ARTICLE I. DEFINITIONS

The following terms, when used in this Policy, shall have the following meaning unless the context requires otherwise:

1. Association shall mean The Dominion Homeowners Association, the nonprofit which is referred to in the Umbrella Declaration and its successors and assigns.
2. Board shall mean and refer to the Board of Directors of the Association.
3. Common Properties shall mean the properties situated in the subdivision to be owned and maintained by the Association for the common use and enjoyment of the Owners, as well as those private streets, bridges, greenbelts, parkways, medians, islands, security gates and other facilities now or hereafter situated anywhere within The Dominion.
4. Guests and Visitors shall mean anyone who is not a Resident of The Dominion.
5. Invitee shall mean a person who receives an express or implied invitation by a Resident to enter The Dominion for purposes other than connected with business.
6. Limits shall mean the total number of Violations a Resident, Residence, Guest, Visitor, or Invitee is allowed to receive before penalties will be applied.
7. Management Staff shall mean any person(s) the Board may hire to manage the Association.
8. Motorized Vehicle shall mean all licensed motorized vehicles including, but not limited to: passenger vehicles, trucks, motorcycles, golf carts, construction and service vehicles, motor homes and recreational vehicles.
9. Unauthorized Motorized Vehicles shall mean all unlicensed motorized vehicles including but not limited to: all-terrain vehicles, motorized scooters, bicycles, skate boards, go-carts, in-line skates, or other unlicensed vehicles with a motor. **Golf carts are not considered an unauthorized motorized vehicle.**

10. Unauthorized Non-Motorized Vehicles shall mean all non-motorized vehicles operated in violation of any rule or policy or upon any prohibited Association property including but not limited to: carts, scooters, bicycles, skate boards, in-line skates or other similar vehicles without a motor.
11. Penalty or Penalties shall mean the action taken by the Board against anyone who reaches the Limits for Violations.
12. Radar shall mean an electronic speed-measuring device.
13. Residence shall mean a single address within The Dominion.
14. Resident shall mean anyone who resides in The Dominion on a full time or part time basis, including lessees.
15. Security shall mean any company or persons the Board may hire to perform security for the Association.
16. Transmitter shall mean the Transmitters used to automatically open the Residents gates.
17. Suspended Transmitter shall mean any Transmitter which is turned off for Violations which are in excess of the Limits.
18. Traffic Control Devices shall mean Speed Limit signs, Stop signs, Yield signs, One Way signs, Entry Gate Access Signal, and other signs, signals, markings, or devices as defined by §541.304 of the Texas Transportation Code.
19. Violation shall mean a Class A, Class B, or Class C Violation as described herein even if a Violation Notice is not delivered in person to the violator or if the Violation Notice is not signed by the Violator.
20. Violation Notice shall mean a written notice delivered in person or by mail in accordance with the terms of these policies which advises a violator that they have violated the Vehicle Rules & Regulations or the Rules and Regulations for Vehicle Operations, Safety and Use of Roads.
21. Violator shall mean anyone who violates any of the Vehicle Rules & Regulations or the Rules and Regulations for Vehicle Operations, Safety and Use of Roads.

Article II.  
CLASSES OF VIOLATIONS

Class A Violation shall mean any of the following:

- a. Speeding sixteen (16) miles per hour or more over the posted speed limit, as witnessed by Security or recorded with radar.
- b. Failure to stop when being pursued by Security for a Violation of the Vehicle Rules & Regulations or the Rules and Regulations for Vehicle Operations, Safety and Use of Roads which are witnessed by Security.

- c. Violation of any Section 545.066 [Passing a School Bus] of the Texas Transportation Code.
- d. Reckless driving (driving a vehicle in a willful or wanton disregard for the safety of persons or property) pursuant to Section 545.401 [Reckless Driving; Offense] of the Texas Transportation Code.
- e. A resident who authorizes the entry of a visitor to The Dominion for the purpose of allowing the visitor to access another residence or location in The Dominion.

Class B Violation shall mean any of the following:

- a. Speeding fifteen (15) miles per hour or less over the posted speed limit, as witnessed by Security or recorded by radar.
- b. Failure to follow posted traffic control devices as witnessed by Security, a member of the management staff and by the witness of the Violation visually identifying the license plate number of the vehicle.
- c. Failure to comply with The Dominion entry gate signalization for vehicle access to the community.
- d. Driving a motorized vehicle on Association property without a current driver's license.
- e. Utilizing, operating or driving an unauthorized motorized vehicle on prohibited Association property.
- f. Utilizing, operating or driving an unauthorized non-motorized vehicle on prohibited Association property.

Class C Violation shall mean any of the following:

- a. Unauthorized parking on Association property.
- b. Parking in violation of the Vehicle Rules & Regulations or the Rules and Regulations for Vehicle Operations, Safety and Use of Roads.

### Article III.

#### LIMITS AND PENALTIES

#### 1. Residents:

Numbers of Violations	Description of Violation	Penalty
One (1)	Class A Violations by an individual Resident in any six (6) month period	All Security Transmitters associated with that Residence shall be suspended for thirty (30) days, requiring those individuals to use the Visitors gate.
Three (3)	Class B Violations by an individual Resident in any six (6) month period	All Security Transmitters associated with the Residence shall be suspended for sixty (60) days, requiring those individuals to use the Visitors gate.

Six (6)	Class B Violations by Residence in any six (6) month period	All Security Transmitters associated with the Residence shall be suspended for sixty (60) days, requiring those individuals to use the Visitors gate.
Ten (10)	Class C Violations by any Residence in any six (6) month period	All Security Transmitters associated with the Residence shall be suspended for sixty (60) days
One (1)	Any person or persons with a Suspended Transmitter who attempts to use the Residents gate or blocks access to the Residents gate.	All Visitors and/or Guests of that Residence will not be allowed into The Dominion unless someone from the Residence comes to the gate to personally escort them to their Residence

2. Guests and/or Visitors, and Invitees:

Number of Violations	Description of Violation	Penalty
One (1)	Class A Violation in any six (6) month period	Guest and/or Visitor will not be allowed to drive within the Common Properties for ninety (90) days.
Three (3)	Class B Violation in any six (6) month period	Guest and/or Visitor will not be allowed to drive within the Common Properties for ninety (90) days.
Three (3)	Class C Violations in any six (6) month period	Guests and/or Visitors will not be allowed to drive within the Common Properties for ninety (90) days

**ATTACHMENT 16**

**ACC RULES**

**THE DOMINION  
HOMEOWNERS ASSOCIATION**

**APPROVAL AND CONSTRUCTION REQUIREMENTS**

- 1. ACC REVIEW REQUIREMENTS**
- 2. DEVELOPER AGREEMENT**
- 3. OWNER AGREEMENT**
- 4. BUILDER AGREEMENT**
- 5. FEE SCHEDULE & VIOLATION CHARGES**

**PLEASE REVIEW THE ATTACHMENTS CAREFULLY PRIOR TO COMPLETING AND  
SUBMITTING TO THE DOMINION ACC**

**THE DOMINION  
HOMEOWNERS ASSOCIATION**

**ACC REVIEW REQUIREMENTS**

**THE DOMINION HOMEOWNERS ASSOCIATION  
ARCHITECTURAL CONTROL COMMITTEE  
ACC REVIEW REQUIREMENTS**

In accordance with the Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded in Volume 2956, Page 0061, Bexar County, Texas, the amendments thereto, and the supplements and protective covenants filed in accordance therewith (the "**Restrictions**"), the Architectural Control Committee (the "**ACC**") has the authority to review and approve or disapprove all proposed improvements within the Dominion.

No improvement may be constructed within the Dominion development without the advance written approval of the ACC. The ACC, in consultation with the Board of Directors of the Association, has established procedures, rules and guidelines which must be adhered to by each Developer, Owner and any third-party utilized by the Owner to construct improvements (a "**Builder**") within the Dominion.

As a pre-condition to the ACC's review of any request for the approval of a proposed improvement, the following items must be submitted to the ACC (the "**ACC Review Package**"):

- 22. Application for Plan Review
- 23. Appropriate ACC Plan Checklist **COMPLETED**
- 24. Developer or Owner Agreement, as applicable
- 25. Review Fee, Permit Fee, and Compliance Deposit
- 26. Builder Agreement, if applicable, and Compliance Deposit

ACC Meetings are held Thursday at 4:30pm\*. **A completed ACC Review Package must be received no later than 5:00pm on Monday\*\* to be included on the agenda for the next ACC meeting. Please note that the ACC Review Package includes agreements that must be signed by the Developer or Owner and the Owner's Builder. Signed agreements must be included with the ACC Review Package.**

**All fees and deposits must be made by check payable to The Dominion Homeowners Association. Checks must be included with the ACC Review Package.**

Please review the Restrictions applicable to your lot prior to completing and submitting the ACC Review Package. The Restrictions are available at [www.dominionhoa.com](http://www.dominionhoa.com).

If you have any questions, please contact the ACC Administrator, LoriAnne Severtson, at 210-698-1232, [dominionacc@sbcglobal.net](mailto:dominionacc@sbcglobal.net).

Please consult with governmental authorities regarding applicable rebates.

\* Subject to change

\*\* It is strongly recommended to not wait until then to submit. If any package items are missing or if the package is incomplete, you may not have time to make the necessary correction prior to the meeting time. An incomplete package will be denied and returned to you for resubmittal and additional fees may be assessed.



**ARCHITECTURAL CONTROL COMMITTEE (ACC)  
APPLICATION FOR PLAN REVIEW**

Date Submitted: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_  
Developer/Owner Name: \_\_\_\_\_  
Developer/Owner Address: \_\_\_\_\_  
(if different from Property address) \_\_\_\_\_  
Developer/Owner Phone : (H) \_\_\_\_\_ (C) \_\_\_\_\_  
Developer/Owner e-mail: \_\_\_\_\_  
Developer website: \_\_\_\_\_

Builder Name: \_\_\_\_\_  
Builder Address: \_\_\_\_\_  
Builder Phone: (W) \_\_\_\_\_ (C) \_\_\_\_\_  
Builder e-mail: \_\_\_\_\_  
Builder website: \_\_\_\_\_

Submission For (please check all that apply and include appropriate ACC Plan Checklist-attached):

- ☐ New Development **Submit the Preliminary Review first. If the Preliminary Review is approved, you will then submit the Final Review)**
  - ☐ Preliminary Review
  - ☐ Final Review
- ☐ New Home **(Submit the Preliminary Review first. If the Preliminary Review is approved, you will then submit the Final Review)**
  - ☐ Preliminary Review
  - ☐ Final Review
- ☐ Structural addition to existing home
- ☐ Fencing and walls
- ☐ Pool
- ☐ New construction landscaping (with requirements)
- ☐ Existing landscaping modifications
- ☐ Cosmetic improvements or changes
- ☐ Irrigation (with requirements)
- ☐ Outbuildings
- ☐ Play equipment and sport court
- ☐ Sculpture and yard art
- ☐ Solar energy device
- ☐ Roofing (existing homes)
- ☐ Gutters (existing homes)
- ☐ Repainting of exterior (any portion)
  - ☐ Proposed color samples for walls, trim, fascia, fencing, etc.
  - ☐ Current photo of areas to be painted

Review Fee Amount:                   \$\_\_\_\_\_ \*       Date:\_\_\_\_\_ Ck#\_\_\_\_\_

Permit Fee Amount:                   \$\_\_\_\_\_ \*       Date:\_\_\_\_\_ Ck#\_\_\_\_\_

Compliance Deposit Received:

Developer:                   \$\_\_\_\_\_       Date:\_\_\_\_\_ Ck #\_\_\_\_\_

Owner:                   \$\_\_\_\_\_       Date:\_\_\_\_\_ Ck #\_\_\_\_\_

Builder:                   \$\_\_\_\_\_       Date:\_\_\_\_\_ Ck #\_\_\_\_\_

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\* Please note that the Review Fee includes (i) the initial review by the ACC; and (ii) one additional review by the ACC if the original submission has been returned to the Developer, Builder, or Owner for revision, clarification, or to address ACC comments and questions. In the event any additional ACC review is necessary or required, an additional Review Fee will be required to be paid by the Developer, Builder, or Owner.

**ACC PLAN CHECKLIST  
NEW HOME: PRELIMINARY REVIEW**

**THE FOLLOWING ITEMS MUST BE SUBMITTED AS PART OF THE ACC REVIEW PACKAGE**

1. One set of plans prepared by a licensed architect or professional architectural designer (1/20 inch scale) with the following information:
  - ☐ Rendering of front elevation
  - ☐ Square footage
  - ☐ Tree survey prepared and certified by a licensed surveyor or arborist (1/4 inch scale).
2. Photo of lot
3. Site Plan (1/20 inch scale) with the following information:
  - ☐ Location of residence
  - ☐ Easements
  - ☐ Setbacks
  - ☐ Driveway approach and location
4. Describe excavation (if applicable). Location and retaining wall finish.

**Please describe unique technology, materials and/or building practices that will be employed for the proposed improvements.**

**ACC PLAN CHECKLIST  
NEW HOME: FINAL REVIEW**

**IN ADDITION TO THE NEW HOME ACC PLAN CHECKLIST, YOU MUST ALSO SUBMIT INDIVIDUAL ACC PLAN CHECKLISTS FOR EACH OF THE FOLLOWING (IF APPLICABLE): FENCING AND WALLS, POOL, LANDSCAPING, IRRIGATION, PLAY EQUIPMENT AND SPORT COURT, SCULPTURE AND YARD ART, AND SOLAR ENERGY DEVICE.**

**THE FOLLOWING ITEMS MUST BE SUBMITTED AS PART OF THE ACC REVIEW PACKAGE**

1. Home plans prepared and certified by a licensed architect or professional architectural designer (1/4 inch scale) with the following information shown thereon:

- ☐ Floor plan
- ☐ Roof plan with gutters (if applicable)
- ☐ Elevations
- ☐ Home cross-section
- ☐ Property cross-section
- ☐ Square footage
- ☐ Percentage masonry
- ☐ House number location (must be in a lighted area)
- ☐ Windows & doors locations

The following items must be submitted on a 1/20 inch scale:

- ☐ Site Plan should include dwelling, topography, existing trees, flatwork, etc.
- ☐ Setbacks for front, rear, side, driveways, and recreational structures/outbuildings
- ☐ Existing and proposed finished grade contours (grading)-all elevations
- ☐ Driveways, sidewalks, patios and other hardscape (flatwork)
- ☐ Walled and gated trash receptacle location & size (must accommodate two 96 gallon containers); must connect to flatwork
- ☐ Yard light location (must be on photocell); type, description and photo
- ☐ A/C equipment location and screening detail
- ☐ Utility easements

2. Foundation plan prepared and certified by a licensed professional engineer (1/4 inch scale).
3. Professional survey of the lot prepared and certified by a licensed surveyor (1/20 inch scale). Must include topography. Mark drainage (current and proposed); graded every 2 feet of change.
4. Tree survey prepared and certified by a licensed surveyor or arborist (1/20 inch scale).

5. Materials samples must be submitted and approved prior to installation including but not limited to:
  - ☐ Exterior paint, sample and size must be a minimum of 1'x1'
  - ☐ Window colors/Fascia/Trim
  - ☐ Masonry (rock, brick, stucco, etc.)
  - ☐ Roof material
  - ☐ Mortar
6. Hardscape materials must be submitted and approved prior to installation.

**ACC PLAN CHECKLIST  
STRUCTURAL ADDITIONS TO EXISTING HOMES**

**IN ADDITION TO THE STRUCTURAL ADDITIONS TO EXISTING HOMES ACC PLAN CHECKLIST, YOU MUST ALSO SUBMIT INDIVIDUAL ACC PLAN CHECKLISTS FOR EACH OF THE FOLLOWING (IF APPLICABLE): FENCING AND WALLS, POOL, LANDSCAPING, IRRIGATION, PLAY EQUIPMENT AND SPORT COURT, SCULPTURE AND YARD ART, SOLAR ENERGY DEVICE, ROOFING (EXISTING HOMES), AND GUTTERS (EXISTING HOMES).**

**THE FOLLOWING ITEMS MUST BE SUBMITTED AS PART OF THE ACC REVIEW PACKAGE**

1. Home plans prepared and certified by a licensed architect or professional architectural designer (1/20 inch scale) with the following information (if applicable) shown thereon:

- ☐ Floor plan
- ☐ Roof plan with gutters (if applicable)
- ☐ Exterior elevations
- ☐ Home cross-section
- ☐ Property cross-section
- ☐ Square footages
- ☐ Percentage masonry

The following items must be submitted in 1/20 inch scale:

- ☐ Setbacks for front, rear, side, driveways, and recreational structures/outbuildings
- ☐ Existing and proposed finished grade contours (grading)-all elevations
- ☐ Windows & doors locations
- ☐ Driveways, sidewalks, patios and other hardscape (flatwork)
- ☐ Gated trash receptacle location & size (must accommodate two 96 gallon containers); must connect to flatwork
- ☐ Yard light location (must be on photocell), type, description and photo
- ☐ A/C equipment location and screening detail
- ☐ House number location (must be in a lighted area)

2. Existing Home Photo

Topographical survey prepared and certified by a licensed professional surveyor (1/20 inch scale). Mark drainage (current and proposed); graded every 2 feet of change.

3. Professional survey of the lot prepared and certified by a licensed surveyor (1/20 inch scale) prior to pour.
4. Tree survey prepared and certified by a licensed surveyor or arborist (1/20 inch scale).

5. Materials samples including:

- ☐ Exterior paint, sample and size must be a minimum of 1'x1'
- ☐ Window colors/fascia/trim
- ☐ Masonry (rock, brick, stucco, etc.)
- ☐ Roof material
- ☐ Hardscape materials
- ☐ Mortar
- ☐ Gutter color

**ACC PLAN CHECKLIST  
FENCES AND WALLS**

**THE FOLLOWING ITEMS MUST BE SUBMITTED AS PART OF THE ACC REVIEW PACKAGE**

1. Professional survey of the lot prepared and certified by a licensed surveyor (1/20 inch scale) the following information shown thereon:

Site Plan

- ☐ Location of Home
- ☐ Easements
- ☐ Setbacks
- ☐ Existing and proposed finished grades with drainage ways and devices, including finished floor of residence
- ☐ Existing trees
- ☐ Location of proposed fences, walls and gates

2. Existing Home Photos:

- ☐ All four sides of home
- ☐ All impacted and surrounding areas related to fence or wall

3. Materials samples including:

- ☐ Exterior paint, sample and size must be a minimum of 1'x1'
- ☐ Masonry (rock, brick, stucco, etc.)
- ☐ Hardscape materials
- ☐ Mortar
- ☐ Wrought iron
- ☐ Gates

4. Constructions details prepared and certified by a licensed architect or professional architectural designer (1/20 inch scale) including:

- ☐ Footings: height, width, length, and material
- ☐ Walls: height, width, length, and material
- ☐ Columns: height, width, length, and material
- ☐ Gates: height, width, length, and material



**ACC PLAN CHECKLIST  
POOLS**

**IN ADDITION TO THE POOL ACC PLAN CHECKLIST, YOU MUST ALSO SUBMIT INDIVIDUAL ACC PLAN CHECKLISTS FOR LANDSCAPING AND IRRIGATION.**

**THE FOLLOWING ITEMS MUST BE SUBMITTED AS PART OF THE ACC REVIEW PACKAGE**

1. Professional survey of the lot prepared and certified by a licensed surveyor (1/20 inch scale) with the following information shown thereon:
  - ☐ Site plan showing home and pool (on same plan)
  - ☐ Location of home
  - ☐ Easements
  - ☐ Setbacks
  - ☐ Existing and proposed finished grades with drainage ways and devices, including finished floor elevation of existing Home
  - ☐ Location of pool
  - ☐ Location of pool equipment
  - ☐ Location of water features
  - ☐ Pool cross section (exposed concrete pool foundations are not permitted; foundations must be finished with masonry or tile)
2. Photo or professional rendering of similar pool
3. Materials and location of screening for pool
4. Materials samples including:
  - ☐ Plaster color
  - ☐ Pool deck
  - ☐ Exterior pool finishes
5. Construction details prepared and certified by a licensed architect or professional architectural designer (1/20 inch scale) including:
  - ☐ Pool depth
  - ☐ Lighting
  - ☐ Pool drain
  - ☐ Retaining walls: location, height, width, length, and materials
  - ☐ Water features and slides: location, height, width, length, and materials
  - ☐ Columns: height, width, length, and materials
  - ☐ Fences, walls and gates: height, width, length, and materials
6. Tree survey prepared and certified by a licensed surveyor or arborist (1/20 inch scale)

**ACC PLAN CHECKLIST  
LANDSCAPING (WITH REQUIREMENTS)**

**IN ADDITION TO THE NEW HOME ACC PLAN CHECKLIST, YOU MUST ALSO SUBMIT INDIVIDUAL ACC PLAN CHECKLISTS FOR EACH OF THE FOLLOWING (IF APPLICABLE): FENCING AND WALLS, POOL, IRRIGATION, PLAY EQUIPMENT AND SPORT COURT, SCULPTURE AND YARD ART, AND SOLAR ENERGY DEVICE.**

**SEE LANDSCAPING STANDARDS ON THE FOLLOWING PAGE.** We highly recommend that you provide your landscaper with the following Landscaping Standards so that all requirements are met.

**Visit [www.saws.org](http://www.saws.org) for applicable rebates associated with landscaping.**

**THE FOLLOWING ITEMS MUST BE SUBMITTED AS PART OF THE ACC REVIEW PACKAGE**

1. Two sets of plans prepared and certified by a professional landscape architect/designer (1/20 inch scale) with the following information shown thereon:
  - ☐ Footprint of all structures
  - ☐ All streets abutting the lot
  - ☐ Grading plan indicating existing and proposed finished grades
  - ☐ All walkways, drives, fences, walls, trash enclosures, fountains, free standing light fixtures, building entrances, A/C and heating units, and all other landscape amenities with the type of material to be used noted on the plans.
  - ☐ All fences and walls (retaining and free standing) with type of material and height at average finished grade
  - ☐ Existing trees with species and size noted
  - ☐ A legend shall be included indicating plant quantity, type of plant by common name, minimum installation size, and necessary comments on the spacing of all plant material, to include ground cover and density. The legend shall also reflect square footage of each type of ground treatment (i.e. turf, mulch, gravels, etc).
  - ☐ Turf: species and sod
  - ☐ North arrow
  - ☐ Edging location noted
    - Type and material sample to be submitted prior to installation
2. Professional survey of the lot prepared and certified by a licensed surveyor (1/4 inch scale) with the following information shown thereon:
  - ☐ Easements
  - ☐ Sight Lines: (corner, driveways, bottom and top of wall, finished floor of house)
  - ☐ Existing and Proposed Grades (spot elevations or contours)
  - ☐ A/C Location

**Please note that Cottages require steel edging between adjacent lots.**

## **LANDSCAPE STANDARDS**

Landscape and Irrigation Plans are required to be submitted and approved by the ACC within ten (10) days of the completion of flatwork. Landscape and Irrigation Plans must be submitted at the same time. As set forth in the Declaration, any landscaping required by the plans and specifications approved by the ACC 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 ACC. In view of the major emphasis placed by Association and ACC on landscaping, the ACC expressly reserves the right to require the landscape plan (which plan must be submitted to the ACC at the same time other final plans and specifications are submitted) to include the planting of trees by the owner if, in the opinion of the ACC, such trees are necessary to preserve the general landscaping goals and objectives for The Dominion P.U.D. as a whole.

### **Drainage Easements:**

Easements for drainage are reserved as shown on recorded plats. No owner of any Lot in 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 or design of the drainage easements in a manner that changes the character of the design or 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 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.

### **Tree Protection:**

Trees benefit all residents in The Dominion. The ACC and the Association intend to retain the overall character of tree massing in The Dominion. All reasonable attempts should be made to protect existing trees.

### **Hardscape:**

No more than ten percent (10%) in area of the front yard area of any Lot, excluding driveways and sidewalks, may be covered by material other than vegetation.

### **Sight Lines:**

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 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 as extended. The same sight line limits shall apply on any Lot within ten feet (10') from the intersection of the street property lines with the edge of the 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.

#### **Screening:**

All garage doors, trash enclosures, HVAC units, swimming pools & spas, and pool equipment must be screened with plant materials or masonry walls so as not to be readily visible from either streets or adjacent property. Plant materials shall be of sufficient quantity and size to accomplish this at the time of planting. Size of plants will be reviewed at the time of the Certificate of Occupancy/Compliance walk through, or final inspection and additional or larger plants may be required.

#### **Foundation Planting:**

A foundation planting treatment around the house is required.

#### **Soil Preparation:**

- All plant beds shall be treated with a pre-emergent weed killer before mulching.
- All plant beds shall have a minimum of 8" of 1/3 sand and 2/3 organic material tilled into topsoil.
- All beds shall have a minimum of 4" of mulch.

#### **Turf Areas:**

- All turf areas shall be sodded. Hydromulching is not permitted. **NOTE: Bermuda sod (or similar) is required in The Dominion Cottage Estates.**
- All turf areas must be accessible to lawnmowers 36" width minimum.
- **NOTE: The Cottages requires steel edging which includes a transition between turf and bed, and bed and adjacent property.**
- All turf areas shall have a minimum base of 4" of topsoil. Topsoil should be ASTM D free of stones 1" or larger.

#### **Plant size minimum standards:**

- Trees will be sized according to their function (shade, accent, screen, etc.).
- Shrubs for foundation planting shall be 5 gallon container or larger. For screening purposes 15 gallon plants should be used at minimum.
- Groundcover shall be 1 gallon or larger and spaced no more than 24" on center

## **ACC PLAN CHECKLIST IRRIGATION PLAN**

**IN ADDITION TO THE NEW HOME ACC PLAN CHECKLIST, YOU MUST ALSO SUBMIT INDIVIDUAL ACC PLAN CHECKLISTS FOR EACH OF THE FOLLOWING (IF APPLICABLE): FENCING AND WALLS, POOL, LANDSCAPING, PLAY EQUIPMENT AND SPORT COURT, SCULPTURE AND YARD ART, AND SOLAR ENERGY DEVICE.**

**SEE IRRIGATION REQUIREMENTS ON THE FOLLOWING PAGE**

**THE FOLLOWING ITEMS MUST BE SUBMITTED AS PART OF THE ACC REVIEW PACKAGE**

1. Two sets of plans prepared and certified by a licensed irrigation professional (1/4 scale) with the following information shown thereon:
  - ☐ Valve type and location
  - ☐ Head type and location (spray, rotaries, etc.)
  - ☐ Location of backflow preventer
  - ☐ Model, manufacturer, and location of controller.
  - ☐ Valves: type and location
  - ☐ Head (rotor, spray, or drip): type and location
  - ☐ Main line & laterals: size and location
  - ☐ Backflow preventer: location
  - ☐ Controller: Model, manufacturer and location
  - ☐ All main line and laterals to be shown and sized

**NOTE: If the lot is located within The Dominion Cottage Estates, the controller must be located outside so as to be accessible to landscape maintenance personnel at all times.**

2. Pipes must be buried a minimum of 6", and proper water tight connectors must be installed on all wire connections.
3. Normal industry standards are to be followed for the proper installation of irrigation systems.

Irrigation Plans are required to be submitted and approved by the ACC within ten (10) days of the completion of flatwork. Landscape and Irrigation Plans must be submitted together.

All improved lots must be irrigated by an automatic sprinkler system approved by the ACC. In all such systems, a pressure vacuum breaker or a double check valve backflow preventer as approved by the City of San Antonio must be installed and tested to prevent contamination of the domestic water supply for The Dominion.

## **ACC PLAN CHECKLIST OUTBUILDINGS**

Outbuildings shall consist of any detached dwelling such as but not limited to guests homes, greenhouses, playhouses, maids quarters, pergola, cabana, pool house, garage, storage buildings, etc. Please check specific restrictions or contact the ACC Administrator should you have any questions.

### **THE FOLLOWING ITEMS MUST BE SUBMITTED AS PART OF THE ACC REVIEW PACKAGE**

1. Plans prepared and certified by a licensed architect or professional architectural designer (1/20 inch scale) with the following information shown thereon:
  - ☐ Site Plan showing the proposed outbuilding and all existing improvements and hardscape
  - ☐ Floor plan of the proposed building
  - ☐ Elevations (exposed foundation is not allowed)
  - ☐ Roof plan
  - ☐ Roof materials (must be compatible with existing home)
2. Professional survey of the lot prepared and certified by a licensed surveyor (1/4 scale) with the following information shown thereon:
  - ☐ Location of home
  - ☐ Location of outbuilding
  - ☐ Easements
  - ☐ Setbacks
  - ☐ Existing and proposed finished grades with drainage, including finished floor of residence
3. Existing home photo
4. Materials and color samples

**ACC PLAN CHECKLIST  
PLAY EQUIPMENT AND SPORT COURTS**

**THE FOLLOWING ITEMS MUST BE SUBMITTED AS PART OF THE ACC REVIEW PACKAGE**

1. On the ground survey of the lot prepared and certified by a licensed surveyor (1/20 scale) with the following information shown thereon:
  - ☐ Location of home and any outbuildings
  - ☐ Easements
  - ☐ Setbacks
2. Plans prepared and certified by a licensed architect (1/4 inch scale) with the following information shown thereon:
  - ☐ The location of the proposed play equipment or recreational facilities
  - ☐ Location and type of screening of play equipment or recreational facilities
3. Existing Home Photo  
  
Must depict impacted and surrounding areas
4. All materials and color samples. Note the following requirements:  
  
**Playscapes:** Accessories (non-wood materials) must be green, structural wood must be cedar. Include photo of proposed playscape  
  
**Basketball Goals:** Pole must be black and backboard must be clear.  
  
**Sport Court:** Include description of flooring, fencing, above-ground equipment, and lighting plan, and include photo of proposed sport court.

**ACC PLAN CHECKLIST  
SCULPTURE AND YARD ART**

**THE FOLLOWING ITEMS MUST BE SUBMITTED AS PART OF THE ACC REVIEW PACKAGE**

1. On the ground survey of the lot prepared and certified by a licensed surveyor (1/20 scale) with the following information shown thereon:
  - ☐ Location of home and any outbuildings
  - ☐ Easements
  - ☐ Setbacks
  - ☐ Proposed location
2. Existing home photo and photo of proposed installation site.
3. Materials and color samples (e.g., photo of art, size, principal materials).



**ACC PLAN CHECKLIST**  
**SOLAR DEVICES AND ENERGY EFFICIENT ROOFING**

**THE FOLLOWING ITEMS MUST BE SUBMITTED AS PART OF THE ACC REVIEW PACKAGE**

1. On the ground survey of the lot prepared and certified by a licensed surveyor with the following information shown thereon:
  - ☐ Location of home
  - ☐ Easements
  - ☐ Setbacks
2. Existing home photo
3. Construction details including:
  - ☐ Manufacturer of solar device with photograph of device
  - ☐ Dimensions of solar device
  - ☐ Proposed location of solar device

**ACC PLAN CHECKLIST  
ROOF CHANGES – EXISTING HOME**

**THE FOLLOWING ITEMS MUST BE SUBMITTED AS PART OF THE ACC REVIEW PACKAGE**

1. For structural roof changes - Plans prepared and certified by a licensed architect or professional architectural designer (1/20 inch scale) with the following information shown thereon:
  - ☐ Roof plan
  - ☐ Exterior elevations
2. Materials and color samples (e.g., roofing material, sample of roofing, color of roofing material, manufacturer, shingle weight and warranty).
3. For non-structural roof changes
  - ☐ Existing roof photo
  - ☐ Materials and color samples (e.g., roofing material, sample of roofing, color of roofing material, manufacturer, shingle weight and warranty).

**ACC PLAN CHECKLIST  
GUTTERS – EXISTING HOME**

**THE FOLLOWING ITEMS MUST BE SUBMITTED AS PART OF THE ACC REVIEW PACKAGE**

1. Existing Home Photo
2. Gutter details including:
  - ☐ Material
  - ☐ Size
  - ☐ Picture
  - ☐ Color of gutter material
  - ☐ Existing colors of home exterior

**THE DOMINION  
HOMEOWNERS ASSOCIATION**

**OWNER AGREEMENT**

Owner: \_\_\_\_\_

Property: \_\_\_\_\_

Review Fee: \$ \_\_\_\_\_ \*

Permit Fee: \$ \_\_\_\_\_

Compliance Deposit: \$ \_\_\_\_\_

## THE DOMINION HOMEOWNERS ASSOCIATION

### OWNER AGREEMENT

This Owner Agreement (this “**Agreement**”) is made as of the Effective Date below between The Dominion Homeowner’s Association, a Texas non-profit corporation (the “**Association**”) and the Owner. The Property is located within The Dominion Planned Unit Development of San Antonio, Bexar County, Texas (the “**Development**”).

NOW THEREFORE, Owner and the Association hereby agree as follows:

1. **Restrictions.** Owner hereby acknowledges and agrees that the Owner and the Property is subject to the terms and provisions of that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded in Volume 2956, Page 0061, Bexar County, Texas, and any amendments thereto, or supplements or protective covenants filed in accordance therewith (collectively, the “**Restrictions**”). Owner is required to comply with the Restrictions and pay assessments and certain charges to the Association in accordance with the Restrictions. Owner also acknowledges that failure to comply with the Restrictions or pay such assessments and other charges is a violation of the terms and provisions of the Restrictions.

2. **Approval and Construction Requirements.** Owner acknowledges and agrees that an architectural control committee (the “**ACC**”) has been established pursuant to the Restrictions. No improvement may be constructed on the Property without the advance written approval of the ACC. The ACC, in consultation with the Board of Directors of the Association, has established procedures, rules and guidelines (the “**Approval and Construction Requirements**”) which must be must be adhered to by the Owner or Builder, as applicable. The Approval and Construction Requirements include this Agreement, the Submission Requirements (defined below), the Builder Agreement, the Construction Rules, and any design guidelines adopted by the ACC or the Association. By executing this Agreement in the space provided below, Owner acknowledges that: (i) the Association and/or the ACC has provided

\_\_\_\_\_  
\* Please note that the Review Fee includes (i) the initial review by the ACC; and (ii) one additional review by the ACC if the original submission has been returned to the Owner for revision, clarification, or to address ACC comments and questions. In the event any additional ACC review is necessary or required, an additional Review Fee will be required to be paid by the Owner.

the Owner with a copy of the Approval and Construction Requirements; (ii) the Approval and Construction Requirements constitute a part of the Restrictions; and (iii) the Owner finds the Approval and Construction Restrictions acceptable in all respects. In addition, Owner acknowledges and agrees that in conjunction with the review of any proposed construction, the Approval and Construction Requirements are not the exclusive basis for approval and that the ACC may reject or request modifications to any proposed improvement based on aesthetic considerations.

3. **Plan Submission Procedures and Fees.** The Approval and Construction Requirements include procedures associated with review of proposed improvements by the ACC (the “**Submission Requirements**”). The Submission Requirements include a checklist of items that the Owner must submit to the ACC prior to the ACC’s review of proposed improvements. In most cases, compliance with the Submission Requirements will initiate ACC review of the proposed improvements, but the ACC reserves the right to request additional information as a pre-condition to the initiation of review. The Submission Requirements include a Review Fee and a Permit Fee which must be paid to the Association prior to the initiation of ACC review. The Permit Fee and Review Fee are non-refundable. The Review Fee is used to discharge expenses (administrative and otherwise) incurred by the ACC to administer the Approval and Construction Requirements. The Review Fee includes (i) the initial review by the ACC; and (ii) one additional review by the ACC if the original submission has been returned to the Owner for revision, clarification, or to address ACC comments and questions. In the event any additional ACC review is necessary or required, an additional Review Fee will be required to be paid by the Owner.

No construction may commence on any proposed improvements until the ACC has issued a construction permit.

4. **Builder Information.** Owner acknowledges and agrees that, unless specifically waived in writing by a majority of the ACC and the Board, the third-party who will cause improvements to be constructed on the Property (a “**Builder**”) must submit an executed builder agreement (the “**Builder Agreement**”) to the Association. A copy of the current Builder Agreement is attached hereto as Exhibit “A”. The Builder Agreement obligates the Builder to comply with the Restrictions, the Approval and Construction Requirements (as applicable), and provides for a monetary deposit. The monetary deposit is required to discharge expenses that may be incurred by the Association if the Builder fails to comply with the Restrictions and the Approval and Construction Requirements.

Approval of proposed improvements does not constitute approval of the Builder the Owner has selected to construct the improvements. Neither the ACC, the Association, nor any of their Board members, officers, committee members, employees, or agents warrant or otherwise attest to the experience or reputation of a Builder or any subcontractor utilized by a Builder. If a dispute arises between the Owner and a Builder, it is the Owner’s sole responsibility to resolve such dispute. In the event of any such dispute, the Owner acknowledges and agrees that all the Restrictions and the Approval and Construction Requirements will continue in full force and effect and may in no event be waived during the pendency of such dispute unless specifically approved in writing by a majority of the ACC and the Board.

5. **Construction Rules.** Owner acknowledges and agrees that Owner and Builder must comply with the construction rules attached hereto as Exhibit “B” (the “**Construction Rules**”). While the Owner may not be performing construction activities on the Property, the Owner is responsible for ensuring that the Builder and the Builder’s contractors comply with the Construction Rules, the Restrictions, and the applicable Approval and Construction Requirements. Failure to comply with the Construction Rules, the

Restrictions, and the Approval and Construction Requirements by the Owner or the Builder may result in fines, penalties, or other costs charged against the Owner. In addition to fines, penalties, or other costs charged against an Owner for a Builder or the Builder's subcontractors failure to comply with the Construction Rules, the Restrictions, and/or the Approval and Construction Requirements, the ACC or the Association may deny a Builder or Builder's sub-contractor access to the Development.

6. **Compliance Deposit.** The Submission Requirements include an Compliance Deposit which must be paid to the Association prior to the initiation of ACC review. The Compliance Deposit is paid to the Association as security against violation of the Restrictions, the Construction Rules, the Approval and Construction Requirements, and any damage caused to the Association's common areas, streets, or other property in the Development. The ACC or a majority of the Board may increase the Compliance Deposit in the event the ACC or a majority of the Board determine that the amount is insufficient to secure compliance with the Restrictions, the Construction Rules, or the Approval and Construction Requirements, or to protect the Development from damage caused or occasioned by construction of the proposed improvements. The determination to increase the Compliance Deposit may be based on prior violations by the Owner or Builder of the Restrictions, Construction Rules, Approval and Construction Requirements, or any other rules promulgated by the Association or the ACC, the experience or lack of experience of the Builder within the Development, or the nature of the construction methods associated with the proposed improvements.

In the event the ACC or the Association determines that the Owner or Builder has violated the Restrictions, the Construction Rules, or the Approval and Construction Requirements or has otherwise caused damage to the Association's common areas, streets, or other property in the Development, the Association will provide written notice to the Owner in accordance with applicable law. In general, this notice will include: (i) a description of the violation; (ii) a reasonable time to correct the violation; and (iii) an opportunity to appeal the violation to the ACC or the Board. The requirement to provide notice will in no event prevent the Association from initiating an action with the appropriate court to obtain a temporary injunction or to eliminate the right to a hearing if a same or similar violation has occurred within 6 months of the current violation.

If the Owner fails or refuses to cure the violation on or before the time period specified in the notice provided by the Association, the Owner will be required to increase the Compliance Deposit by an amount reasonably determined by the Association to discharge fines and penalties or repair the property damage identified in the notice. The additional Compliance Deposit required by the previous sentence will be returned to the Owner if a hearing is required, the Owner requests a hearing, and the ACC or Board determines to reduce or eliminate the additional amounts required to be deposited by the Owner.

If a hearing is not conducted, or a hearing is conducted and the violation or damage is confirmed by the ACC or Board, the ACC or the Association may use the Compliance Deposit to discharge fines, penalties, and costs associated with the violation of the Restrictions, the Construction Rules, or the Approval and Construction Requirements, or the repair of any damage to the Association's common areas, streets, or other property in the Development. If the balance of the Compliance Deposit reaches \$500 or less as a result of such application, Owner, upon request of the ACC or the Association, shall immediately deposit the amount necessary to restore the original balance of the Compliance Deposit.

Upon completion of the proposed improvements and a final ACC inspection, the Compliance Deposit or any balance remaining will be refunded upon request of the Owner. No interest shall be payable on the Compliance Deposit.

7. **Notices.** All notices, demands, or other communications of any type (herein collectively referred to as “Notices”) given by the Association to Owner or by Owner to the Association, whether required by this Agreement or in any way related to the transactions contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Section 7. All Notices shall be in writing and delivered, either by commercial delivery service to the office of the person to whom the Notice is directed (provided that such delivery is confirmed by the commercial delivery service), or by United States Mail, postage prepaid, as a registered or certified item, return receipt requested. Notices delivered by commercial delivery service shall be deemed to have been given upon receipt at the office of the person to whom the Notice is directed and Notices delivered by mail shall be effective when deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed and addressed, as provided below. Notice may additionally be provided by facsimile transmission, and such facsimile notice shall be effective upon the sender’s receipt of confirmation of delivery to the facsimile station indicated below.

The proper address for the Association is as follows:

The Dominion Homeowners Association  
20 Dominion Drive  
San Antonio, Texas 78257  
Fax: 210.698.1466

The proper address for Owner is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

Any party hereto may change the address for Notices specified above by giving the other party ten days advance written Notice of such change of address.

8. **Assignment.** The rights of Owner under this Agreement are not assignable without the prior written consent of the Association, which consent may be granted or withheld at the Association’s sole discretion.

9. **Successors and Assigns.** Subject to the provisions of Section 9 of this Agreement, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED, AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED.

11. **No Oral Modification.** This Agreement may not be supplemented, modified or amended except by an agreement in writing signed by both the Association and Owner. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.



12. **Time of Essence.** Time is of the essence of this Agreement.

13. **Attorneys' Fees.** In the event it becomes necessary for either party hereto to file a suit to enforce this Agreement or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs incurred by such prevailing party in such suit.

14. **Entire Agreement.** This Agreement, including the exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall be effective to interpret, change or restrict the provisions of this Agreement.

15. **Partial Invalidity.** If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

16. **Counterpart Execution.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

*[Signature page immediately follows]*

EXECUTED to be effective as of the date first set forth below.

**ASSOCIATION:**

THE DOMINION HOMEOWNERS ASSOCIATION, a Texas corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**[ATTACH BUILDER AGREEMENT]**

**EXHIBIT "A" TO OWNER AGREEMENT**

## EXHIBIT B

### CONSTRUCTION RULES

1. UNDER NO CIRCUMSTANCES SHALL ANY TREE REMOVAL OR SITE CLEARING COMMENCE PRIOR TO THE ISSUANCE OF A BUILDING PERMIT BY THE ACC UNLESS PRIOR WRITTEN APPROVAL HAS BEEN OBTAINED FROM THE ACC.
2. Due to the serious impact of oak wilt on aesthetics and property values, all live oak tree cuts (either as a result of clearing the lot or trimming) must immediately be sealed. Trees are highly valued by The Dominion. No construction debris shall be kept, stored, or placed around any tree trunk and whatever measures necessary must be taken for tree preservation.
3. All homes must be built in strict accordance with the plans approved by the ACC and in accordance with then current City of San Antonio Building Codes. Changes to the approved plans must be submitted to and approved by the ACC before proceeding.
4. Construction Hours are as follows:

Monday - Friday	7:00 a.m. - 6:30 p.m.
Saturday	8:00 a.m. - 6:00 p.m.
Sunday	NO WORK PERMITTED

No work is permitted on the following holidays:

New Years Day  
Memorial Day  
4th of July  
Labor Day  
Thanksgiving Day  
Christmas Day
5. Construction activity at The Dominion is allowed on weekdays only between the hours of 7:00 a.m. and 6:30 p.m. Construction activity that does not generate excessive noise may also occur on Saturdays between 8:00 a.m. and 6:00 p.m. No construction is allowed on Sundays.
6. Each home site must have a clearly defined construction access which must not encroach on protected site features such as tree root zones, rock outcroppings, and natural damage swales. Owners and Builders must take steps to stabilize this access prior to construction to control dust, mud, and erosion.
7. The Builder agrees to make reasonable efforts to control dust from the construction site, including but not limited to stone cutting. Builders should use cover materials, equipment, and provide sufficient irrigation to eliminate any fugitive dust.
8. The Construction Activity Zone is the area in which all activities related to building a home must occur. No construction may take place outside of this area at any time.

9. EPA & TCEQ required runoff control features, i.e. silt fencing, must be maintained during the entire period of construction.
10. All construction personnel shall park only on paved surfaces taking care not to obstruct traffic. Enough space must be maintained on the roadways for emergency vehicle access at all times. No parking is permitted at any time on Dominion Drive.
11. Construction crews may not park on, or otherwise use, neighboring home sites or common areas. All vehicles should be parked on side streets adjacent to job site.
12. No construction vehicles or equipment may be kept overnight on a lot or on any street without the express permission of the Association.
13. All construction sites shall be kept free and clear of litter and construction debris at all times. Temporary construction fencing must be installed at side and rear property lines prior to the commencement of construction. An open area is permitted to allow for deliveries to the site.
14. A portable chemical toilet and construction dumpster (or alternate approved by the ACC) is required to be on site prior to framing. Both shall be as far as possible from the street and neighboring residents and the doors of the toilet shall be placed facing the lot interior. Builders are responsible for providing adequate sanitary facilities for their construction workers on each home site at all times. Portable toilets may not be shared between job sites.
15. All construction personnel shall adhere to the posted speed limits. Speed limits are 20 m.p.h. unless otherwise posted. Violators will be issued two warnings. In the event of a third violation, violators will be denied entry for a period of three months.
16. Consumption of alcoholic beverages or the use of a controlled substance by construction personnel on The Dominion property is strictly prohibited. Anyone violating this regulation shall be immediately escorted off Dominion property and barred from The Dominion for a period of six months.
17. Playing of loud music by construction personnel is strictly prohibited. The use of radios or other audio equipment must not be audible beyond the property perimeter of any home site in The Dominion. Violators will be issued two warnings. In the event of a third violation, violators will be denied entry for a period of six months. Repeated violations of this provision will result in the total prohibition of any on-site use of radios or audio equipment during construction and/or result in the construction site being shut down.
18. The possession or discharge of any type of firearm by construction personnel anywhere on The Dominion property is prohibited. Builders, sub contractors, vendors or employees thereof, and visitors to The Dominion are prohibited from the carrying of weapons, concealed or otherwise, regardless of whether the person has a license to carry a weapon, concealed or otherwise, from the State of Texas or any other authority. The Association hereby disclaims any and all liability from any harm and/or injury, personal, economic or otherwise, that may occur due to a violation of this policy.
19. All construction material shall be stored only on the lot where the house is being constructed.

EXHIBIT "B" TO OWNER AGREEMENT

Use of adjacent properties for storage is prohibited without the express written approval of the property owner. A copy of such approval must be sent to the Association.

20. No dumping or burning is permitted within The Dominion. Violators will be prosecuted.
21. During excavation, filling or stockpiling of soils on a lot, care must be taken to prevent erosion or wash-off of the soil. Temporary soil retention structures may be required.
22. All concrete washout, from both trucks and portable mixers, must occur within the building envelope of the home site in areas designated by the Owner/Builder. Wash-out in road rights-of-way, setbacks, natural areas or on adjacent properties is strictly prohibited.
23. No one under the age of 16 years or pets shall be permitted at any construction site, except those children and/or pets of the Owner or the Owner's guests.
24. Only signs expressly approved by the ACC are permitted on any site.
25. Construction signs are limited to one sign per home site, which must conform to neighborhood standard. Builder name and telephone number only is allowed.
26. Changing of oil or discharge of any petrochemical substance is not allowed. Vehicles that leak oil must not be brought onto The Dominion property.
27. All building materials, equipment, and machinery required to construct a residence on any home site at The Dominion must be delivered to and remain within the Construction Activity Zone of each home site, clear of all property lines. Material delivery vehicles may not drive across adjacent home sites or common areas to access a construction site or drop deliveries in a roadway right-of-way without specific approval from the ACC.
28. Owners and Builders shall clean up all refuse and debris daily. A commercial dumpster must remain on site at all times during active construction for the purpose of containing waste materials or packaging. Refuse containers must be emptied on a timely basis to avoid overflow of refuse. Owner and Builders are prohibited from dumping, burying, or burning refuse or brush anywhere on the home site or in The Dominion.
29. Builders shall insure that tall grass and noxious weeds are periodically cut during constructions to maintain a good appearance and to minimize their spread through the development.
30. Dirt, mud, or debris resulting from activity or washout on each construction site must be removed daily from roadways.
31. All applicable OSHA regulations and guidelines must be observed at all times.
32. No on-site fires are allowed.
33. No pets, particularly dogs, may be brought onto the property by anyone other than the Owner. If the Owner brings a pet to the site, that animal must be properly contained within the home site.
34. The Owner and Builder will be held financially responsible for the cost of any damage, site

#### EXHIBIT "B" TO OWNER AGREEMENT

restoration/re-vegetation or refuse/brush removal on any and all adjacent properties or roadway rights-of-way resulting from the trespass or negligence by their employees or subcontracted agents.

**THE DOMINION  
HOMEOWNERS ASSOCIATION**

**BUILDER AGREEMENT**



Builder: \_\_\_\_\_

Owner: \_\_\_\_\_

Property: \_\_\_\_\_

\_\_\_\_\_

Compliance Deposit: \$ \_\_\_\_\_

## THE DOMINION HOMEOWNERS ASSOCIATION

### BUILDER AGREEMENT

This Builder Agreement (this “**Agreement**”) is made as of the Effective Date below between The Dominion Homeowner’s Association, a Texas non-profit corporation (the “**Association**”) and Builder, who has been engaged by the Owner to construct certain improvements on the Property. The Property is located within The Dominion Planned Unit Development of San Antonio, Bexar County, Texas (the “**Development**”).

NOW THEREFORE, the Builder and the Association hereby agree as follows:

1. **Information.** Builder has provided certain information to the Association, which information is attached heretofore as Exhibit "A". Builder hereby certifies that such information is true and correct. Builder agrees to provide additional information to the Association regarding Builder as may be requested by the Association.

2. **Restrictions and Guidelines.** The Builder hereby acknowledges and agrees that the Property is subject to the terms and provisions of that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded in Volume 2956, Page 0061, Bexar County, Texas, and any amendments thereto, or supplements or protective covenants filed in accordance therewith (collectively, the “**Restrictions**”). The Builder, while performing any activity in the Development or on the Property, is required to comply with the Restrictions. Builder acknowledges that violation of the terms and provisions of the Restrictions by the Builder or its sub-contractors may result in fines and penalties charged against the Builder or the Owner, or may result in the Builder or sub-contractor being denied access to the Development. No construction may commence on any proposed improvements until the ACC has issued a construction permit.

3. **Form Survey Must Be Submitted Prior to Pour**

4. **Construction Rules.** The Builder acknowledges and agrees that the Builder and its sub-contractors must comply with the construction rules attached hereto as Exhibit "B" (the “**Construction Rules**”). The Builder, while performing any activity in the Development or on the Property, is required to comply with the Construction Rules. Builder acknowledges that violation of the Construction Rules by the Builder or its sub-contractors may result in fines and penalties charged against the Builder or the Owner, or may result in the Builder or sub-contractor being denied access to the Development.

5. **Compliance Deposit.** The Compliance Deposit is paid to the Association as security against violation of the Restrictions, the Construction Rules, or any damage caused to the Association’s

common areas, streets, or other property in the Development. The ACC or the Association may increase the Compliance Deposit in the event the ACC or the Association determine that the amount is insufficient to secure compliance with the Restrictions or the Construction Rules, or to protect the Development from damage caused or occasioned by construction of the proposed improvements. The determination to increase the Compliance Deposit may be based on prior violations by the Builder of the Restrictions, any other rules promulgated by the Association or the ACC, the experience or lack of experience of the Builder within the Development, or the nature of the construction methods associated with the proposed improvements.

In the event the ACC or the Association determines that the Builder has violated the Restrictions, the Construction Rules, or has otherwise caused damage to the Association's common areas, streets, or other property in the Development, the ACC from time to time, and without prejudice to any other remedy, may use the Compliance Deposit to discharge any fines or penalties imposed by the Association or the ACC as a result of such violation, or repair any damage caused to the Association's common areas, streets, or other property in the Development. If the balance of the Compliance Deposit reaches \$500 or less as a result of such application, the Builder, upon request of the Association, shall immediately deposit the amount necessary to restore the original balance of the Compliance Deposit. Upon completion of the proposed improvements and a final ACC inspection, the Compliance Deposit or any balance remaining will be refunded upon request of the Builder. No interest shall be payable upon the Compliance Deposit.

6. **Insurance.** The Builder will obtain and maintain, at its sole cost and expense, general liability insurance in an amount not less than \$1,000,000.00, with an insurance company licensed to do business in Texas with a rating of at least "A-" (Excellent) by AM Best. The Association shall be added as an additional insured on such policy. The Builder will be required to procure workers compensation insurance to the extent required by applicable law. A copy of such policies or duly executed certificates of insurance shall be provided to the Association prior to the Builder commencing any work on the Property.

7. **Notices.** All notices, demands, or other communications of any type (herein collectively referred to as "Notices") given by the Association to the Builder or by the Builder to the Association, whether required by this Agreement or in any way related to the transactions contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Section 6. All Notices shall be in writing and delivered, either by commercial delivery service to the office of the person to whom the Notice is directed (provided that such delivery is confirmed by the commercial delivery service), or by United States Mail, postage prepaid, as a registered or certified item, return receipt requested. Notices delivered by commercial delivery service shall be deemed to have been given upon receipt at the office of the person to whom the Notice is directed and Notices delivered by mail shall be effective when deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed and addressed, as provided below. Notice may additionally be provided by facsimile transmission, and such facsimile notice shall be effective upon the sender's receipt of confirmation of delivery to the facsimile station indicated below.

The proper address for the Association is as follows:

The Dominion Homeowners Association  
20 Dominion Drive  
San Antonio, Texas 78257  
Fax: 210.698.1466

The proper address for the Builder is as follows:

SEE EXHIBIT A

\_\_\_\_\_

Fax: \_\_\_\_\_

Any party hereto may change the address for Notices specified above by giving the other party ten days advance written Notice of such change of address.

8. **Assignment.** The rights of the Builder under this Agreement are not assignable without the prior written consent of the Association, which consent may be granted or withheld at the Association's sole discretion.

9. **Successors and Assigns.** Subject to the provisions of Section 8 of this Agreement, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED, AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHEREIN THE PROPERTY IS LOCATED.

11. **No Oral Modification.** This Agreement may not be supplemented, modified, or amended, except by an agreement in writing signed by both the Association and Builder. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

12. **Time of Essence.** Time is of the essence of this Agreement.

13. **Attorneys' Fees.** In the event it becomes necessary for either party hereto to file a suit to enforce this Agreement or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs incurred by such prevailing party in such suit.

14. **Entire Agreement.** This Agreement, including the exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement, or condition not expressed in this Agreement shall be binding upon the parties hereto or shall be effective to interpret, change, or restrict the provisions of this Agreement.

15. **Partial Invalidity.** If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in

terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

16. **Counterpart Execution.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

EXECUTED to be effective as of the date first set forth below.

**ASSOCIATION:**

THE DOMINION HOMEOWNERS ASSOCIATION, a Texas corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUILDER:**

\_\_\_\_\_  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**BUILDER INFORMATION**

**Builder Name:** \_\_\_\_\_

**Builder Address:** \_\_\_\_\_

**Builder Office Phone:** \_\_\_\_\_

**Builder Cell Phone:** \_\_\_\_\_

**Builder Fax:** \_\_\_\_\_

**Location of Property:** \_\_\_\_\_

**Other homes within the Dominion that Builder has constructed:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Builder Website:** \_\_\_\_\_

**Builder References:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Builder Insurance Agent:** \_\_\_\_\_

\_\_\_\_\_

## EXHIBIT "B"

### CONSTRUCTION RULES

- UNDER NO CIRCUMSTANCES SHALL ANY TREE REMOVAL OR SITE CLEARING COMMENCE PRIOR TO THE ISSUANCE OF A BUILDING PERMIT BY THE ACC UNLESS PRIOR WRITTEN APPROVAL HAS BEEN OBTAINED FROM THE ACC.
- Due to the serious impact of oak wilt on aesthetics and property values, all live oak tree cuts (either as a result of clearing the lot or trimming) must immediately be sealed. Trees are highly valued by The Dominion. No construction debris shall be kept, stored or placed around any tree trunk and whatever measures necessary must be taken for tree preservation.
- All homes must be built in strict accordance with the plans approved by the ACC and in accordance with the current City of San Antonio Building Codes. Changes to the approved plans must be submitted to and approved by the ACC before proceeding.

- Construction Hours are as follows:

Monday - Friday	7:00 a.m. - 6:30 p.m.
Saturday	8:00 a.m. - 6:00 p.m.
Sunday	NO WORK PERMITTED

No work is permitted on the following holidays:

New Years Day  
Memorial Day  
4th of July  
Labor Day  
Thanksgiving Day  
Christmas Day

- Construction activity at The Dominion is allowed on weekdays only between the hours of 7:00 a.m. and 6:30 p.m. Construction activity that does not generate excessive noise may also occur on Saturdays between 8:00 a.m. and 6:00 p.m. No construction is allowed on Sundays.
- Each home site must have a clearly defined construction access which must not encroach on protected site features, such as tree root zones, rock outcroppings, and natural damage swales. Owners and Builders must take steps to stabilize this access prior to construction to control dust, mud, and erosion.
- The Builder agrees to make reasonable efforts to control dust from the construction site, including but not limited to stone cutting. Builders should use cover materials, equipment, and provide sufficient irrigation to eliminate any fugitive dust.
- The Construction Activity Zone is the area in which all activities related to building a home must occur. No construction may take place outside of this area at any time.

- EPA & TCEQ required runoff control features, e.g., silt fencing, must be maintained during the entire period of construction.
- All construction personnel shall park only on paved surfaces taking care not to obstruct traffic. Enough space must be maintained on the roadways for emergency vehicle access at all times. No parking is permitted at any time on Dominion Drive.
- Construction crews may not park on, or otherwise use, neighboring home sites or common areas. All vehicles should be parked on side streets adjacent to job site.
- No construction vehicles or equipment may be kept overnight on a lot or on any street without the express permission of the Association.
- All construction sites shall be kept free and clear of litter and construction debris at all times. Temporary construction fencing must be installed at side and rear property lines prior to the commencement of construction. An open area is permitted to allow for deliveries to the site. A portable chemical toilet and construction dumpster (or alternate approved by the ACC) is required to be on site prior to framing. Both shall be as far as possible from the street and neighboring residents and the doors of the toilet shall be placed facing the lot interior.
- All construction personnel shall adhere to the posted speed limits. Speed limits are 20 m.p.h. unless otherwise posted. Violators will be issued two warnings. In the event of a third violation, violators will be denied entry for a period of three months.
- Consumption of alcoholic beverages or the use of a controlled substance by construction personnel on The Dominion property is strictly prohibited. Anyone violating this regulation shall be immediately escorted off Dominion property and barred from The Dominion for a period of six months.
- Playing of loud music by construction personnel is strictly prohibited. The use of radios or other audio equipment must not be audible beyond the property perimeter of any home site in The Dominion. Violators will be issued two warnings. In the event of a third violation, violators may be denied entry for a period of six months and all radio and other audio transmitters will be prohibited on the property. Repeated violations of this provision will result in the total prohibition of any on-site use of radios or audio equipment during construction.
- The possession or discharge of any type of firearm by construction personnel anywhere on The Dominion property is prohibited. Builders, sub-contractors, vendors or employees thereof, and visitors to The Dominion are prohibited from the carrying of weapons, concealed or otherwise, regardless of whether the person has a license to carry a weapon, concealed or otherwise, from the State of Texas or any other authority. The Association hereby disclaims any and all liability from any harm and/or injury, personal, economic or otherwise, that may occur due to a violation of this policy.
- All construction material shall be stored only on the lot where the house is being constructed. Use of adjacent properties for storage is prohibited without the express written approval of the property owner. A copy of such approval must be sent to the Association.

#### EXHIBIT "B" TO BUILDER AGREEMENT

- No dumping or burning is permitted within The Dominion. Violators will be prosecuted.
- During excavation, filling or stockpiling of soils on a lot, care must be taken to prevent erosion or wash-off of the soil. Temporary soil retention structures may be required.
- Concrete trucks may washout only in areas designated by the Owner/Builder within the boundaries of that lot. All concrete washout, from both trucks and portable mixers, must occur within the building envelope of the home site. Wash-out in road rights-of-way, setbacks, natural areas or on adjacent properties is strictly prohibited.
- No one under the age of 16 years or pets shall be permitted at any construction site, except those children and/or pets of the Owner or the Owner's guests.
- Only signs expressly approved by the ACC are permitted on any site.
- Construction signs are limited to one sign per home site, which must conform to neighborhood standard. Builder name and telephone number only is allowed.
- Changing of oil or discharge of any petrochemical substance is not allowed. Vehicles that leak oil must not be brought onto The Dominion property.
- All building materials, equipment, and machinery required to construct a residence on any home site at The Dominion must be delivered to and remain within the Construction Activity Zone of each home site, clear of all property lines. Material delivery vehicles may not drive across adjacent home sites or common areas to access a construction site or drop deliveries in a roadway right-of-way without specific approval from the ACC.
- Owners and Builders shall clean up all refuse and debris daily. A commercial dumpster must remain on site at all times during active construction for the purpose of containing waste materials or packaging. Refuse containers must be emptied on a timely basis to avoid overflow of refuse. Owner and Builders are prohibited from dumping, burying, or burning refuse or brush anywhere on the home site or in The Dominion.
- Builders shall insure that tall grass and noxious weeds are periodically cut during constructions to maintain a good appearance and to minimize their spread through the development.
- Dirt, mud, or debris resulting from activity or washout on each construction site must be removed daily from roadways.
- All applicable OSHA regulations and guidelines must be observed at all times.
- Builders are responsible for providing adequate sanitary facilities for their construction workers on each home site at all times. Portable toilets may not be shared between job sites. Portable toilets must be placed with doors facing away from streets.
- The possession or discharge of any type of firearm by construction personnel anywhere on The Dominion property is prohibited.

#### EXHIBIT "B" TO BUILDER AGREEMENT



- No on-site fires are allowed.
- No pets of any kind, particularly dogs, may be brought onto the property by anyone other than the Owner. If the Owner brings a pet to the site, that animal must be properly contained within the home site.
- The Owner and Builder will be held financially responsible for the cost of any damage, site restoration/re-vegetation or refuse/brush removal on any and all adjacent properties or roadway rights-of-way resulting from the trespass or negligence by their employees or subcontracted agents.

**THE DOMINION  
HOMEOWNERS ASSOCIATION**

**FEE SCHEDULE & VIOLATION CHARGES**

## FEE SCHEDULE

	Review Fee*	Permit Fee**	Compliance Deposit***
<b><u>DEVELOPER: New Developments</u></b>			
Plat Review		\$500	
Common Area Improvements – (Streets, mailboxes, walls, landscape, irrigation)	NC	\$10,000	\$25,000
<b><u>NEW RESIDENCE: Major</u></b>			
Residence, Hardscape, Landscape, Irrigation, Pool & Fence	\$250	\$3,000	\$2,500
<b><u>EXISTING RESIDENCE: Major</u></b>			
Additions/Remodeling (requiring concrete and/or machinery)	\$250	\$1,000	\$1,000
Major Landscape/Hardscape Additions/Changes (requiring concrete and/or machinery)	\$100	\$1,000	\$1,000
Fence (masonry or wrought iron with masonry columns) \$50 (requiring concrete and or machinery)		\$1,000	\$1,000
Pool and Fence (requiring concrete and/or machinery)	\$100	\$1,000	\$1,000
Pool (requiring concrete and/or machinery)	\$50	\$1,000	\$1,000
Outbuildings: Covered structures with no living quarters (requiring concrete and/or machinery)	\$50	\$1,000	\$1,000
Roof Changes	\$50	\$500	NC
Play Equipment (requiring concrete and or machinery)	\$50	\$500	NC
Sports Court	\$50	\$1,000	\$1,000
Sculpture/Yard Art  (requiring concrete and/or machinery)	\$50	500	NC
	Review	Permit	Compliance

	Fee*	Fee**	Deposit***
Solar Panels	\$50	NC	NC
Any other submittals not listed above requiring concrete and/or machinery	\$50	\$500	NC

**NEW RESIDENCE: Minor**

Preliminary plans – ACC may require full submission prior to review. ACC is not required to review preliminary plans. consultation services only – no approval will be granted	\$250	NC	NC
Changes to approved original plan (each change and after ACC approval reviewed)	\$100	NC	NC

**EXISTING RESIDENCE: Minor**

Exterior Color Change	\$50	NC	NC
Gutters	\$50	NC	NC
Minor Landscape Additions/Changes	\$50	NC	NC
Roof change (metal)	\$50	NC	NC
Fence (wrought iron only)	\$50	NC	NC
Fence Maintenance/Touchup	\$50	NC	NC
Play equipment (not requiring concrete and/or machinery)	\$50	NC	NC
Any other submittals not listed above and not requiring concrete and/or machinery)	\$50	NC	NC

**NC No Charge**

\* **Non-refundable** and please note that the Review Fee includes (i) the initial review by the ACC; and (ii) one additional review by the ACC if the original submission has been returned to the Owner for revision, clarification, or to address ACC comments and questions. In the event any additional ACC review is necessary or required, an additional Review Fee will be required to be paid by the Owner.

\*\* **Non-refundable**

\*\*\* **Refundable** (In accordance with the terms of the Owner Agreement or the Builder Agreement, as applicable. The Compliance Deposit is the “Compliance Deposit” as defined in the Builder

Agreement and must also be paid irrespective of whether a Compliance Deposit is paid in accordance with the Builder Agreement)

## VIOLATION CHARGES

### **Section 1.01 Construction Commencement prior to ACC approval and/or prior to issuance of a Construction Permit.\*\***

First Time Offender	\$250 - \$500.00* Each Occurrence
Article II. Repeat Offender	up to \$1000.00* Each Occurrence As Decided by the ACC Committee

### **Construction not in accordance with approved plans or unapproved changes.**

First Time Offender	\$300.00* Each Occurrence
Article III. Repeat Offender	\$500.00* Each Occurrence

<b>Damage to common areas</b>	\$100.00* Each Occurrence Plus Cost to Repair Damage
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<b>Site not properly maintained.</b>	<b>\$50/day</b>
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72 hours notice to correct violation will be given prior to assessing charge.

(Fees will automatically be charged if the Property is written up for 2 or more consecutive weeks for the same thing.)

- Construction Dumpster (or alternative approved by the ACC)
- Portable Toilet not on-site prior to commencement of construction
- Trash and Debris (Defined as any materials that are capable of blowing into other properties)
- Construction materials stored on other property without written permission from such Owner
- Construction fencing not used at side and rear property lines

Certificate of Occupancy not requested prior to closing and/or occupancy.	\$500.00*
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Failure to complete the contingencies outlined on the Certificate of Occupancy in the time allowed.	\$50/day***
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### ***Definitions:***

- \* These violations may also be subject to an additional fee of \$50/day until the violation is corrected.
- \*\* Construction Commencement is defined as work done on the site, with the exception of stringing.
- \*\*\* For each item not completed

## ATTACHMENT 17

### THE DOMINION HOMEOWNERS ASSOCIATION TRANSPONDER POLICY

#### Purpose

To provide a policy for the distribution of transponders to homeowners and approved guests. This policy and the fees contained herein may be amended at the discretion of The Dominion Homeowners Association Board of Directors.

#### Summary of Policy

A transponder will be issued to property owners, residents and guests as set forth below. Each transponder will be numbered and assigned to a specific vehicle. All transponder(s) must be obtained from and installed by The Dominion Homeowners Association (HOA) office. A transponder shall be issued to property owners/residents and guests only upon receipt of appropriate fees and required documentation as set forth in the following procedures. All windshield transponders will automatically deactivate if removed.

#### Procedures

##### Property Owner /Resident Transponders

1. Transponders are issued to licensed vehicles for existing property owners or residents only upon completion of vehicle and ownership/residency information as required by the HOA.
2. Homeowners are entitled to as many transponders as they have vehicles registered with the HOA.
3. Transponders shall not be transferred from vehicle to vehicle.
4. If a transponder is found to be on a vehicle not registered with the HOA, it will be deactivated.
5. Transponders will allow access to the entire community 24 hours a day unless otherwise specified.
6. Transponders can be purchased for \$35.00 each. There will be an annual renewal fee of \$15.00.
7. License plate transponders will be issued for \$35.00 but only for those vehicles with windshields on which the decal transponders will not work.
8. Transponders of previous property owners/residents will be deactivated. **Stolen vehicles must be reported immediately** to the HOA Office for deactivation.
9. Transponders will not be issued to non-owner residents (lessees/renters) until a lease has been provided to and approved by the HOA.
10. Transponders will not be issued to any property owner or resident who has any unpaid HOA assessments/fees. For residents who are not the property owner, no transponder will be issued if there are unpaid assessments/fees for the property. Transponders issued to property owners or residents will be deactivated in the event there are assessments/fees for the property that are 60 days in arrears.
11. License plate mounted transponders may be issued to property owners/residents but only if windshield transponders will not properly operate on the vehicle.

12. Temporary transponders will be available for property owners/residents in the event an automobile to which a transponder has been affixed is being repaired. This temporary transponder will be activated only for the duration of the repair.
13. Resident transponders are subject to deactivation as set forth below and in the Violation and Enforcement Policy for Rules and Regulations for Vehicle Operations, Safety and Use of Roads.
14. Proof of residency and vehicle registration will be required to purchase a transponder.

#### **Guest Transponders**

1. A transponder may be issued to a guest of any property owner or resident who is in good standing (no unpaid assessments/fees outstanding for the property). Transponders issued by the HOA to approved guests will be deactivated if there are unpaid HOA assessments/fees 60 days in arrears.
2. All approved guests will be issued transponders that will expire annually.
3. Upon approval of the application, the guest may purchase a transponder for \$40.00 each and it will be active for one year unless deactivated pursuant to this policy. The guest transponders will allow 24 hour access via the transponder lane at all open security gates. However, the HOA may restrict, as it deems necessary, the hours for which a guest transponder is applicable. A guest transponder may be renewed for \$40.00 each year upon completion of the required application.
4. Guest transponders must be requested and sponsored by the property owner or resident. The property owner or resident requesting a guest transponder must complete and have approved an application as required by the HOA. Each such guest must have the transponder installed on the approved vehicle by the HOA. These approved guests must also be included on the homeowner's permanent guest list in order to facilitate entrance when using a different vehicle when entering the community.
5. A guest transponder will not be issued if the sponsoring property owner/resident has unpaid HOA assessments/fees. Once issued, a guest transponder will be deactivated if there are unpaid assessments/fees for the property of the sponsor that are 60 days in arrears.
6. Guests who are approved to receive a transponder must abide by all HOA rules and regulations. Guest transponders may be deactivated, without refund, by the HOA for any traffic or safety violation established by the HOA. Guests may be denied transponders if they have a history of violating HOA rules and regulations.
7. Guest transponders will not be issued to any vendor/service provider who performs any vendor/service work at The Dominion.
8. Only windshield transponders will be issued to approved guests.



Maintaining the activation of your resident transponder is subject to all of the covenants, conditions and restrictions applicable to the Dominion, including, but not limited to the Declaration, any sub-restrictions, the Bylaws, the terms and provisions of any Rules and Regulations, this policy, the Motorized Vehicles Rules and Regulations, and the Assessment Collection Policy. Please note the following:

#### **Covenant Violations**

1. Any covenant violation noticed by a letter to an owner in any six month period may result in the deactivation of each resident transponder associated with the owner's residence until the violation is cured.
2. Any covenant violation noticed by a second letter to an owner in any six (6) month period of time may result in the deactivation of each resident transponder associated with the owner's residence until the violation is cured, requiring those individuals to use the visitor gate and all visitors and/or guests of the owner's residence will not be allowed into The Dominion unless someone from the owner's residence comes to the gate to personally escort them to the owner's residence.

#### **Unpaid Assessments**

1. Any unpaid assessment noticed by a letter that remains unpaid within thirty (30) days from the date of the letter may result in the deactivation of each resident transponder associated with the owner's residence until the account is paid in full.
2. Any unpaid assessment noticed by a letter that remains unpaid for sixty (60) days or longer from the date of the letter may result in the deactivation of each resident transponder associated with the owner's residence until the account is paid in full, requiring those individuals to use the visitor gate and all visitors and/or guests of the owner's residence will not be allowed into The Dominion unless someone from the owner's residence comes to the gate to personally escort them to the owner's residence.

**ATTACHMENT 18**

**THE DOMINION HOMEOWNERS ASSOCIATION**  
**GUEST TRANSPONDER APPLICATION**

**Annual Application Fee: \$40.00**

**Transponder Fee: \$40.00 each**

GUEST NAME				CELLULAR
ADDRESS		CITY	ZIP CODE	TELEPHONE (Office)
BILLING ADDRESS		CITY	ZIP CODE	
VEHICLE(S) INSURANCE COMPANY		POLICY #		TELEPHONE
(1) VEHICLE	YEAR	MAKE	MODEL	COLOR
LICENSE PLATE NUMBER		STATE	PRIMARY DRIVER	
TRANSPONDER NUMBER			DATE ISSUED	DATE RETURNED
(2) VEHICLE	YEAR	MAKE	MODEL	COLOR
LICENSE PLATE NUMBER		STATE	PRIMARY DRIVER	
TRANSPONDER NUMBER			DATE ISSUED	DATE RETURNED
(3) VEHICLE	YEAR	MAKE	MODEL	COLOR
LICENSE PLATE NUMBER		STATE	PRIMARY DRIVER	
TRANSPONDER NUMBER			DATE ISSUED	DATE RETURNED
(4) VEHICLE	YEAR	MAKE	MODEL	COLOR
LICENSE PLATE NUMBER		STATE	PRIMARY DRIVER	
TRANSPONDER NUMBER			DATE ISSUED	DATE RETURNED
<i>I agree to abide by all rules and regulations governing The Dominion Homeowners Association. I understand that failure to abide by all the rules and speed limits may cause The Dominion Homeowners Association Board to take the necessary action in accordance with the governing documents.</i>				

Guest Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved By: \_\_\_\_\_ Title: \_\_\_\_\_

## ATTACHMENT 19

### THE DOMINION HOMEOWNERS ASSOCIATION MANDATORY LANDSCAPE PLAN

The Board of Directors of the Dominion Homeowners Association (the “**Association**”) has adopted the following landscaping policy for the community. This policy is adopted pursuant to the Board’s rule-making authority contained in the Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded in Volume 2956, Page 0061, Bexar County, Texas, as amended (the “**Declaration**”), the Bylaws of the Association as contained in that certain Dominion Community Manual recorded in Document No. 20110225839, and in accordance with Texas law. Terms used but not defined herein shall have the meaning subscribed to such terms in the Declaration.

In accordance with Article VIII of the Declaration, the Owner of each Lot within the community has the duty and responsibility to maintain landscaping on his or her Lot in a first-class, clean and attractive condition at all times. Pursuant to the Declaration, the obligation to maintain the landscaping includes: lawn mowing; tree and shrub pruning; keeping landscaped and garden areas alive, free of weeds, and attractive; and watering. This policy is adopted to address a situation where the Owner fails to comply with such maintenance requirements.

In the event an Owner fails to comply with his or her landscaping obligations, in the Board’s reasonable discretion, the Association will provide the Owner with written notice of such failure, and said Owner must, within ten (10) days after receiving the notice of violation, perform the required maintenance. Failure to perform the required maintenance within the later to occur of thirty (30) days after receipt of the violation notice or five (5) days after a hearing has been conducted if requested by the Owner, will cause said Owner’s Lot to be subjected to the Association’s Mandatory Landscape Plan. The Association will provide mandatory landscape services, which services will be determined from time to time by the Board and may vary as to a particular Lot based on the condition thereof, through a third-party landscape company engaged by the Association. All costs incurred by the Association to provide the landscape services to the Owner’s Lot will be the responsibility of the Owner, and the Owner will promptly reimburse the Association for all such costs within ten (10) days after receiving a statement of such services from the Association.

Once subjected to the Mandatory Landscape Plan, an Owner’s Lot may be removed from the program if the Owner: (i) delivers to the Association a copy of a third-party contract executed by and between the Owner and a third-party landscape services provider which provides for landscape services to the Owner’s Lot reasonably determined by the Association to satisfy the Owner’s obligation to maintain landscaping on the Owner’s Lot in a first-class, clean and attractive condition at all times; or (2) providing reasonable written assurances to the Board that the Owner will cause to be performed landscape services to the Owner’s Lot which satisfies the Owner’s obligation to maintain landscaping on the Owner’s Lot in a first-class, clean and attractive condition at all times, including payment of the compliance deposit to the Association in the amount of \$500.00. The compliance deposit will be returned to the Owner if the Association determines, in its reasonable discretion that the Owner has maintained the Owner’s Lot in a first-class, clean and attractive condition for a period of ninety (90) days after the compliance deposit is paid.

*Thank you for your cooperation!*

## ATTACHMENT 20

### THE DOMINION HOMEOWNERS ASSOCIATION IRRIGATION STANDARDS AND SPECIFICATIONS FOR DEVELOPERS WITHIN THE DOMINION PUD

The Board of Directors of the Dominion Homeowners Association (the “**Association**”) has adopted the following irrigation standards and specification for Developers within the community. This policy is adopted pursuant to the Board’s rule-making authority contained in the Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded in Volume 2956, Page 0061, Bexar County, Texas, as amended (the “**Declaration**”), the Bylaws of the Association as contained in that certain Dominion Community Manual recorded in Document No. 20110225839, and in accordance with Texas law. Terms used but not defined herein shall have the meaning subscribed to such terms in the Declaration.

#### Part 1 - General

- 1.1 - Description
- 1.2 - Quality assurance
- 1.3 - Submittal process
- 1.4 - Delivery, storage and handling
- 1.5 - Project conditions
- 1.6 - Warranty and guarantee for new components installed

#### Part 2 - Products

- 2.1 - Acceptable manufacturers
- 2.2 - Materials
- 2.3 - Accessories

#### Part 3 - Execution

- 3.1 - Inspection
- 3.2 - Installation
- 3.3 - Disposal of waste material
- 3.4 - Substantial completion
- 3.5 - Final completion
- 3.6 - Cleaning

## **PART 1 GENERAL**

### **1.1 DESCRIPTION**

A. Developers **MUST** provide an irrigation system as specified. The work includes:

1. New Central Controller based 2-wire decoder system.
2. Installation of 2-wire jacketed cable to valves.
3. Installation of valve decoders.
4. Installation of master valve and flow sensors.
5. Installation of rain and freeze sensors.
6. Program controllers using auto ET scheduling.
7. Adjust zone valves to factory recommended optimum pressure at last head on each zone.
8. Adjust arc and radius to avoid or minimize overthrow onto streets or walks.
9. Provide sleeves where necessary.
10. Complete Irrigation Design.

### **1.2 QUALITY ASSURANCE**

A. Installer's qualifications: Minimum of 3 years' experience installing irrigation systems of comparable type. Contractor shall be a licensed and bonded Irrigator.

B. Materials, equipment, and methods of installation shall comply with the following codes and standards:

1. Texas Commission On Environmental Quality (TCEQ) Chapter 34, Texas Water Code; Chapter 344 Rules for Irrigators.
2. National Fire Protection Association, (NFPA): National Electrical Code.
3. American Society for Testing and Materials, (ASTM).
4. National Sanitation Foundation, (NSF).
5. City of San Antonio Applicable Plumbing Code

### **1.3 SUBMITTAL**

A. Submit for approval, manufacturer's product data for all equipment and materials specified herein or proposed for use. Provide information for, but not limited to:

1. Sprinklers, spray and rotary.
2. Nozzles
3. Piping
4. Pipe Fittings
5. Swing Joints
6. Pipe Cement
7. Signature Controller
8. Reserved
9. Wire
10. Wire Splice Kits
11. Remote Control Valves

12. Gate or Manual Valves
13. Valve Boxes (Remote control valves, backflow prevention devices, quick coupler, wire splice location, gate/manual valves, etc.)
14. And any other equipment or product necessary to properly complete the work as shown on the drawings and specified herein.
15. Drip tubing

Submittal for approval shall be made to the Landscape or Development Committees pre-construction. Final acceptance shall be determined by the Development committee.

- B. On each copy of the submittal, circle in red or highlight in yellow, each specific product proposed for use.
- C. Provide a complete CAD generated Irrigation System Design
  1. Irrigation design must utilize an accurate base generated by all disciplines including Civil, Architectural, and Landscape Architecture.
  2. Irrigation Design must comply with all COSA and TCEQ guidelines.
  3. Design submittal shall incorporate all equipment requirements shown on this specification.
- D. Upon irrigation system acceptance, submit written operating and maintenance instructions. Provide format and contents as directed by the Landscape Architect.
- E. Provide irrigation system record "as-built" drawings:
  1. During the course of installation, legibly mark all changes on drawings to record actual construction.
  2. Upon completion of the installation, transfer the record data to a digitized clean professional quality base drawing and submit to the Landscape Architect for approval. Please note that the cad format must be compatible with Autocad.
    - a. Indicate horizontal and vertical locations referenced to permanent surface improvements.
    - b. Identify field changes of dimension and detail and changes made by Change Order.
- F. Contractor shall provide a laminated, colored drawing showing zone/valve coverages.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver irrigation system components in manufacturer's original undamaged and unopened containers with labels intact and legible.
- B. To prevent installation delays provide secure locked storage for valves, sprinkler heads, and similar components that cannot be immediately replaced.

#### 1.5 PROJECT CONDITIONS

- A. Verify locations of all known underground and surface utilities by contacting the appropriate utility companies.
- B. Protect existing trees, plants, lawns, and other features designated to remain as part of the final landscape work.
- C. Promptly repair damage to adjacent facilities caused by irrigation system work operations cost of repairs at contractor's expense.
- D. Promptly notify the Owner of unexpected sub-surface conditions.
- E. Exact locations of piping, sprinkler heads, valves, and other components shall be established by contractor in the field at time of installation. Proposed piping layout within tree drip lines will be reviewed by Landscape Architect prior to installation. Obtain Landscape Architect's approval prior to installation.
  - 1. Minor adjustments in system layout will be permitted to clear existing fixed obstructions. Final system layout shall be acceptable to the Irrigation Consultant and Owner
- F. Cutting and patching: (if necessary and with Owner Approval)

#### 1.6 WARRANTY AND GUARANTEE FOR NEW COMPONENTS INSTALLED

- A. Materials and workmanship shall be fully guaranteed for one (1) year after substantial completion.
- B. Backfilling of all excavation shall be guaranteed for the one (1) year guarantee period. Repair trenches which have settled.
- C. Raise or lower heads to compensate for settling of lawn areas.
- D. Provide a one (1) year warranty against material, installation and operation defects. Repairs, adjustments and replacement of defective irrigation system materials, which have been installed on the work during the warranty period, shall be at Contractor's expense.

### PART 2 PRODUCTS

#### 2.1 ACCEPTABLE MANUFACTURERS

- A. Controller Manufacturer
  - 1. Signature Control Systems
- B. Equipment Manufacturers
  - 1. Weathermatic
  - 2. Hunter
  - 3. Rainbird
  - 4. Pentek Valve Boxes
  - 5. Lasco and Swing Joints

6. Spears and Swing Joints
7. Netafim

## 2.2 MATERIALS

### A. General:

1. Provide only new materials, without flaws or defects and of the highest quality of their specified class and kind.
2. Comply with pipe sizes indicated. No substitution of smaller pipes will be permitted. Larger sizes may be used subject to acceptance of the Irrigation Consultant. Remove damaged and defective pipe.
3. Provide pipe continuously and permanently marked with manufacturer's name or trademark, size schedule and type of pipe, working pressure at 73Deg F. and National Sanitation Foundation (NSF) approval.

### B. Plastic pipe, fittings, and connections;

1. Polyvinyl chloride pipe: ASTM D2241, rigid, unplasticized PVC, extruded from virgin parent material. Provide pipe homogenous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles, and dents. Provide purple reclaimed water pipe.
  - a. 1/2-inch diameter: SDR 13.5, Class 315.
  - b. 3/4-inch diameter and over: SDR 21, Class 200.
  - c. Main line shall be Sch 40.2.
2. PVC pipe fittings: ASTM D2241 schedule 40 PVC molded fittings suitable for solvent weld or slip joint ring tight seal. For any threaded connections use only Sch 80 PVC. Fittings made of other materials are not permitted.
  - a. Size slip fitting socket taper to permit a dry un-softened pipe end to be inserted no more than halfway into the socket. Saddle and cross fittings are not permitted.
  - b. Schedule 80 PVC pipe may be threaded.
  - c. Use PVC Sch 80 male adapters or Sch 80 TOE nipples for plastic to metal connections. Hand-tighten plus one turn with a strap wrench.

### C. Sprinkler heads, valves, and associated equipment.

1. Refer to developer drawings for materials.
  - a. Lawn spray type sprinkler heads: Hunter PROS-04-PRS40(30)-CV
  - b. Shrub type sprinkler heads: Hunter PROS-04/06-PRS30-CV
  - c. Remote control valves: Weathermatic 11024FCR Contamination Resistant Series
  - d. Master Valve: Superior normally open, #3100.
  - e. Quick Coupler Valves: Weathermatic V100 series
  - f. Underground Splices. Wade WC 014 series.
  - g. Valve access box: Armor/Pentek commercial grade
  - h. Rotors: Hunter MP Rotator Nozzles
  - i. Drip system: Netafim Techline CV or Rainbird equal. To be used in areas 5' wide or less.



D. Controls: Signature Control Systems

1. Refer to developer drawings list. (CONSPEG1DP125H(x).
2. Irrigation Controller: Shall provide the following features:
  - a. Must be capable of auto ET programming.
  - b. Must be 2- wire decoder system.
  - c. Must be able to operate a normally open master valve system.
  - d. The controller shall automatically and transparently detect communication methods and shall operate as a stand-alone controller or a network satellite.
  - e. Must be able to be used as a satellite in a network and be able to link to any other satellite in the network with or without a central computer or internet connection.
  - f. When the satellite is remote linked to another the user must be able to perform all the programming functions as if standing at that satellite.
  - g. Must be upwards compatible to Central Control System.
  - h. Must have the capacity to modularly and interchangeably communicate via hardwire, local radio, spread spectrum radio, telephone, Ethernet, fiber-optics, Wi-Fi.
  - i. Must provide flow monitoring function including the ability to learn zone flows and communicate data on parameters outside the normal.
  - j. Must have the capability of remote linking to other field units.
  - k. Must provide self-monitoring functions to detect open/short circuits, activate alarms/pagers, and shut down automatically if necessary.

E. Electric control wire:

1. Control wire shall be 2-conductor, jacketed 14 AWG, UF Classification, UL approved for direct burial.
2. For runs longer than 3500 feet, larger cable may be used provided it conforms to controller manufacturer's specifications for both material specification and installation.
3. All wire splices shall be protected by a valve box. All wire splices shall be shown on "as-built" drawings. No splices will be allowed on runs of less than 500 feet.

2.3 ACCESSORIES

- A. Drainage fill: No. 4 to 1/2-inch washed pea gravel or as noted on Detail Drawings.
- B. Fill: Clean soil free of stones larger than 3/4-inch diameter, foreign matter, organic material, and debris.
  1. Provide imported fill material as required to complete the work. Obtain rights and pay all costs for imported materials.
  2. Suitable excavated materials removed to accommodate the irrigation system work may be used as fill material subject to the Landscape Architect's review and acceptance.
- C. Low Voltage wire connectors: WC 014 splice by Wade Enterprises.
- D. Valve access boxes: Tapered enclosure of rigid plastic material comprised of fibrous components chemically inert and unaffected by moisture corrosion and temperature changes.

Provide lid of same material, green in color. Use valve box extensions as necessary to maintain proper level relative to grade. Provide 10-inch Valve Box for wire splices.

### **PART 3 EXECUTION**

#### **3.1 INSPECTION**

- A. Examine final grades and installation conditions. Do not start irrigation system work until unsatisfactory conditions are corrected.
- B. The developer to verify existing and proposed locations of all site utilities (i.e., gas, water, electric, telephone, sanitary and storm sewers, etc.) prior to any trenching and laying of pipe. In addition, the developer shall coordinate all irrigation work with that of all other site work trades and contractors, as applicable.

#### **3.2 INSTALLATION**

##### **A. Excavating and backfilling:**

- 1. Excavation shall include all materials encountered, except materials that cannot be excavated by normal mechanical means.
- 2. Excavate trenches of sufficient depth and width to permit proper handling and installation of pipe, fittings or wire.
- 3. Pulling method will not be allowed on this project. .
- 4. Excavate to depths required to provide earth fill or sand bedding for piping as shown on plans.
- 5. Fill to match adjacent grade elevations with approved earth fill material. Place and compact fill in layers not greater than 4-inch depth.
  - a. Provide approved earth fill or sand to a point 4-inches above the top of pipe.
  - b. Provide clean top soil fill free of rocks and debris for top 5-inches of fill.
- 6. Except as indicated, install irrigation mains with a minimum cover of 18 inches based on finished grades. Install irrigation laterals with a minimum cover of 12-inches based on finished grades.
- 7. Excavate trenches and install piping and fill during the same working day. Do not leave open trenches or partially filled trenches open overnight.
- 8. Bore under streets or walks. Boring for sleeves shall only occur when it is determined by the Owner that existing sleeves installed cannot be located and other methods (i.e., re-routing piping) are not able to be executed.

##### **B. Plastic Pipe**

- 1. Install plastic pipe in accordance with manufacturer's installation instructions. Provide for thermal expansion and contraction.
- 2. Saw cut plastic pipe larger than 2". Use a square-in sawing vice to insure a square cut. Remove burrs and shavings at cut ends prior to installation.
- 3. Make plastic to plastic joints with solvent weld joints or slip-seal joints. Use only solvent recommended by the pipe manufacturer. Install plastic pipe fittings in accordance with pipe manufacturer's instructions. Contractor shall make arrangements with pipe manufacturer or distributor for all necessary field assistance.

4. Make plastic to metal joints with PVC Sch 80 male adapters or TOE Sch 80 nipples.
5. Make solvent weld joints in accordance with manufacturer's recommendations.
6. Allow joints to set at least 24 hours before pressure is applied to the system.
7. Maintain pipe interiors free of dirt and debris. Close open ends of pipe by acceptable methods when pipe installation is not in progress.

C. Sprinkler, fittings, valves, and accessories:

1. Install fittings, valves, sprinkler heads, risers, and accessories in accordance with manufacturer's instructions, except as otherwise indicated.
2. Set sprinkler heads perpendicular to finished grades, except as otherwise indicated.
3. Provide pop-up spray heads (as specified) with an adjustable swing joint riser assembled as shown on details.
4. Obtain Irrigation Consultant's review and acceptance of height for proposed sprinkler heads and valves prior to installation.
5. Locate sprinkler heads to assure proper coverage of indicated areas. Do not exceed sprinkler head spacing distances indicated.
6. Install the specified controllers in the location shown on the drawing, with lockable weatherproof controller housing. Controllers shall be pedestal-mounted or as directed by the owner. Install per manufacturer's recommendations.
  - a. Provide rigid conduit from controller down into grade to accommodate valve wires (see details).
  - b. This contractor shall pull valve wires, program controller by labeling station position for zones, and put controller in operation.
7. Install in-ground control valves in a valve access box as indicated.
8. Install valve access boxes on a suitable base of gravel to provide a level foundation at proper grade and to provide drainage of the access box. Factory valve box extensions shall be required to be used if necessary.
9. Seal threaded connections on pressure side of control valves with Teflon tape. Do not use pipe joint compound.

D. Control wiring

1. Install electric control cable in the mainline piping trenches wherever possible. Place wire in trench adjacent to pipe. Install wire with slack to allow for thermal expansion and contraction. Where necessary to run wire in a separate trench, provide a minimum cover of 8-inches.
2. Provide sufficient slack (expansion coil consisting of 5-6 turns around a 1/2" piece of pipe) at remote control valves in control boxes, and at all wire splices to allow raising the valve bonnet or splice to the surface without disconnecting the wires when repair is required.
3. Connect remote control valve to a decoder.
4. Make wire connections to remote control electric valves and splices of wire in the field, using wire connectors and in accordance with manufacturer's recommendations.

E. Sleeves:

1. Utilize existing sleeves if available for installation of the irrigation system.

2. Provide new sleeves for all locations where existing sleeves are not available. Install pipe sleeves under existing concrete or asphalt surface. Obtain Owner's permission before boring under existing concrete and asphalt surfaces. Where piping is shown under paved areas which are adjacent to turf areas, install the piping in the turf areas.

F. Flushing, testing, and adjustment:

1. Perform system testing upon completion of each section. Make necessary repairs and retest repaired sections as required.
2. Adjust sprinklers after installation for proper and adequate distribution of water over the coverage pattern. Adjust for the proper arc of coverage.
3. Tighten nozzles on spray type sprinklers after installation. Adjust nozzle-adjusting screw on sprinklers as required for proper radius. Interchange nozzle patterns as directed by the Architect, to give best arc of coverage.
4. Adjust all electric remote control valve flow control stems for system balance and optimum performance.
5. Test and demonstrate the controller by operating appropriate day, hour, and station selection features as required to automatically start and shut down irrigation cycles to accommodate plant requirements and weather conditions.
6. Backflow device shall be tested and certified before substantial completion will be issued.

3.3 DISPOSAL OF WASTE MATERIAL

- A. Stockpile, haul from site, and legally dispose of waste materials, including unsuitable excavated materials, rock, and debris.
- B. Maintain disposal route clear, clean, and free of debris.

3.4 SUBSTANTIAL COMPLETION

- A. An inspection of the irrigation system will be made by the Irrigation Consultant upon request for Application of Substantial Completion by the Contractor. The irrigation system must be sufficiently complete so that all plant material can be sustained by the system.
- B. Contractor will be required to train maintenance personnel on the use and basic upkeep of this system. If this responsibility is not fulfilled, the cost of obtaining this training by the Owner shall be shown as a deduction in the final payment.
- C. The Contractor shall attach a reduced scale of the area controlled by the controller on the inside of the controller door identifying the location of the valves and the station assigned to each.

### 3.5 FINAL COMPLETION

- A. An inspection of the irrigation system will be made by the Irrigation Consultant upon request for Final Completion by the Owner. Provide notification of at least ten (10) working days before requested inspection date.

### 3.6 CLEANING

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from irrigation system installation.

**ATTACHMENT 21**

**THE DOMINION HOMEOWNERS ASSOCIATION**  
**MODEL HOME LOT POLICY – ARCHITECTURAL CONTROL COMMITTEE APPROVAL**

**THE DOMINION  
HOMEOWNERS ASSOCIATION**

**ARCHITECTURAL CONTROL COMMITTEE**  
**APPROVAL – MODEL HOME LOT**

*Bexar County, Texas*

**Applicant:**

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**Authority:**

Architectural Control Committee established pursuant to that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded in Volume 2956, Page 0061, Official Public Records of Bexar County, Texas, as amended.

## THE DOMINION

### MODEL HOME LOT - ARCHITECTURAL CONTROL COMMITTEE APPROVAL

Applicant: \_\_\_\_\_

Reviewing Authority: Architectural Control Committee established pursuant to that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded in Volume 2956, Page 0061, Official Public Records of Bexar County, Texas, as amended (the "**Declaration**").

Property: See Exhibit "A", attached hereto for a description of the Property.

A. **Plans:** Applicant has submitted to the Architectural Control Committee plans and specifications for a single family residential model home and related improvements to be constructed on the Property. The plans and specifications are hereby approved by the Architectural Control Committee, and Applicant may cause a single family residential model home which complies with the plans and specifications to be constructed on the Property.

The Architectural Control Committee bears no responsibility for ensuring: (i) the structural integrity or soundness of any improvements; (ii) the compliance with building codes or other governmental requirements; or (iii) that the improvements are fit for their intended purpose.

B. **Conditions:** Applicant is allowed to have a model home on the Property subject to the conditions and limitations contained herein. Applicant will not allow or otherwise permit members of the public to access the model home unless the Applicant or its designee is present at the model home. Security procedures for entry of the public to the model home on the Property must be approved by the Manager of The Dominion Homeowners Association, a Texas non-profit corporation (the "**Association**"). Applicant shall use its best efforts to prevent a homebuyer or prospective homebuyer from having unescorted access to or from the model home and shall maintain a log of each homebuyer or prospective homebuyer visiting the model home. The log will reflect the date of the visit, name, address and telephone number of the visitor and state the number of the driver's license of the visitor. The log shall be open to inspection at all times by the Association.

Applicant may not install any signage on the Property. Applicant may only use the Property as a model home for a period of six (6) months from the effective date of this approval. The Architectural Control Committee will approve an extension for such period of time determined by the Architectural Control Committee if the Applicant is actively building and marketing homes within the Dominion. Notwithstanding the foregoing, Applicant may only use the Property as a model home during the time Applicant is actively building and marketing homes within the Dominion as determined by the Architectural Control Committee.

C. **Miscellaneous:** This approval is personal to the Applicant and Applicant may not assign the rights conferred by this approval in whole or in part. This instrument has been approved by a majority of the Architectural Control Committee.

Executed to be effective on the date fully executed by parties indicated below.

**ARCHITECTURAL CONTROL COMMITTEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF TEXAS                   §  
COUNTY OF BEXAR           §

This instrument was acknowledged before me on this the \_\_\_\_\_ of \_\_\_\_\_, 2013, by \_\_\_\_\_, \_\_\_\_\_ for the Architectural Control Committee established pursuant to that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, recorded in Volume 2956, Page 0061, Bexar County, Texas, as amended, on behalf of said committee.

[seal]

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

AGREED:

Applicant: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT A**

**PROPERTY**

Doc# 20130171326  
# Pages 130  
08/15/2013 4:36PM  
e-Filed & e-Recorded in the  
Official Public Records of  
BEXAR COUNTY  
GERARD C. RICKHOFF  
COUNTY CLERK  
Fees \$528.00

STATE OF TEXAS  
COUNTY OF BEXAR  
This is to Certify that this document  
was e-FILED and e-RECORDED in the Official  
Public Records of Bexar County, Texas  
on this date and time stamped thereon.  
08/15/2013 4:36PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard C. Rickhoff*