

SCANNED



DECLARATION OF PROTECTIVE COVENANTS  
FOR  
AVILA AT THE DOMINION  
PLANNED UNIT DEVELOPMENT

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**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
AVILA AT THE DOMINION  
PLANNED UNIT DEVELOPMENT**

THE STATE OF TEXAS       §  
  §       KNOW ALL PERSONS BY THESE PRESENT  
COUNTY OF BEXAR       §

**THAT, The Panhandle at Brenthurst, LLC, a Texas limited liability company, and Highlands Dominion, LLC, a Texas limited liability company** (hereinafter called "Declarants"), being the owners of all of the lots situated within that certain subdivision (the "Subdivision") known as Avila at the Dominion, Unit-1 (Planned Unit Development), according to the plat of the said subdivision recorded in Volume 9646, Pages 106-107 in the Official Public Records of Bexar County, Texas (hereinafter called the "Subdivision Plat"), and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the Subdivision, do hereby adopt and establish the following restrictions and covenants ("Section Declaration") to run with the land and to apply in the use, occupancy and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

**ARTICLE I. DEFINITIONS**

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

1. Architectural Control Committee or ACC shall mean the Architectural Control Committee established pursuant to the Umbrella Declaration (as defined herein) and referred to in Article IV hereof.
2. Association or HOA shall mean The Dominion Homeowners Association, a Texas non-profit corporation.
3. Common Properties shall mean the Properties to be owned and/or maintained by the Association for the common use and enjoyment of its respective members.
4. Declarant with respect to Panhandle Lots (as defined below) shall mean The Panhandle at Brenthurst, LLC and any other party to whom The Panhandle at Brenthurst, LLC assigns in writing all of its rights as Declarant hereunder. Declarant with respect to Highland-Panhandle Lots (as defined below) means Highlands Dominion, LLC and The Panhandle at Brenthurst, LLC and any other party to whom Highlands Dominion, LLC and The Panhandle at Brenthurst, LLC assign in writing all of their rights as Declarant hereunder. No assignment of a Declarant's rights is valid unless approved by a majority of the Board of Directors of the Association ("Board"), in writing, except that an assignment of a Declarant's rights by one Declarant to the other Declarant is valid without such approval. In the event of an assignment from one Declarant to another, a copy of such assignment will be provided to the Association.
5. Dwelling shall mean a single family residence constructed on a Lot. All Dwellings and Improvements must be approved in advance and in writing by the ACC.
6. Lot shall mean a subdivided lot on the Subdivision Plat, with the exception of the Common Properties and any Lots which may not be used for single family dwelling purposes as set forth on the Subdivision Plat. The Lots are sometimes collectively referred to herein as the "Properties".

7. Owner shall mean the record Owner, whether one or more persons or entities of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Declarant shall be an Owner so long as such Declarant owns a Lot.

8. Umbrella Declaration shall mean that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development recorded in Volume 2956, Pages 61 et seq. of the Official Public Records of Bexar County, Texas. Terms used but not otherwise defined herein shall have the meanings ascribed to them in the Umbrella Declaration.

9. Panhandle Lots shall mean the following Lots:

<b>Panhandle Lots</b>	<b>Block</b>	<b>NCB</b>	<b>Lot Number</b>
	37	16385	17
	37	16385	18
	37	16385	19
	37	16385	20
	37	16385	21
	37	16385	22
	37	16385	23
	35	16385	45
	35	16385	46
	35	16385	50
	35	16385	51
	35	16385	52

10. Highland-Panhandle Lots shall mean the following Lots:

<b>Highland-Panhandle Lots</b>	<b>Block</b>	<b>NCB</b>	<b>Lot Number</b>
	35	16385	33
	35	16385	47
	35	16385	48

	35	16385	49
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## ARTICLE II. USE

All Lots shall be used for single-family residential purposes only. One single family Dwelling per Lot shall be permitted, together with accessory structures incidental thereto, including, but not limited to, garage, utility, storage, shade structures, swimming pools, spas, fountains, patios, walls, fences, trellises and other similar structures, provided such structures are not connected or attached to Improvements on adjacent Lots.

No Owner shall occupy or use his Lot or any Improvements constructed thereon or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, his family, guests, tenants and servants. In no event shall an Owner use his Lot or any Improvements thereon for the operation of a business or for commercial purposes.

No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence Improvements; and then, the material shall be placed within the property lines of the Lot upon which the Improvements are erected and shall not be placed on the street or between the curb and property line. Once construction is commenced, it shall be diligently pursued to completion.

## ARTICLE III. TITLE TO AND MAINTENANCE OF COMMON PROPERTIES

Title to Common Properties: Common Properties shall be deeded in fee to the Association free and clear of any liens or other encumbrances.

Maintenance of Common Properties: Maintenance of all Common Properties shall be the sole responsibility of the Declarant until such time as the following conditions (the "Turnover Conditions") have been met, at which time the Association shall assume maintenance of the Common Properties:

1. In excess of fifty percent (50%) of the Owners of Lots are required to pay maintenance assessments to the Association; and
2. The Association has verified and approved the condition of the Common Properties and Improvements constructed thereon:

The Declarant shall send written notice to the Association when the Turnover Conditions have occurred. A representative of the Association will inspect the Common Properties to determine their state of repair and maintenance within thirty (30) days of receiving notice from such Declarant. The Association shall send a punch list of items to be repaired or replaced by such Declarant prior to the acceptance of maintenance responsibility by the Association. Such Declarant shall correct the items on the punch list within ninety (90) days of receiving the punch list from the Association. After the Declarant corrects the items on the punch list to the reasonable satisfaction of the Association, the Declarant will cause the Common Properties to be conveyed to the Association in a form and manner acceptable to the Board.

Until the Common Properties have been conveyed to the Association, the Association shall have absolutely no responsibility for the maintenance, upkeep or repair thereof. Upon conveyance of the Common Properties to the Association, the Association shall be responsible for the maintenance, upkeep and repair of such Common Properties so conveyed.

Until the Common Properties have been conveyed to the Association, Declarant at its sole cost and expense shall maintain the Common Properties in a safe, sightly, good and functional condition and consistent with other property owned and maintained by the Association.

No assessments shall be imposed on any of the Common Properties.

The Declarant shall complete all Improvements to Common Properties within twenty four months (24) from the recordation of the Subdivision Plat. In the event the Common Properties and Improvements to be constructed thereon are not completed within the time outlined above, Declarant shall provide a good and sufficient bond to the Association, which shall be in an amount equal to but not less than the current estimated costs of completing the Common Properties and Improvements to be constructed thereon. The Association may extend the deadline and waive the bond requirement for good cause shown, but any such extension shall be in the sole and absolute discretion of the Association.

Any clearing of trees in the Common Areas, except as reasonably required for (1) compliance with the plat, (2) compliance with street or drainage requirements, (3) compliance with TCEQ requirements, (4) embankment of locally generated excavation materials, (5) local, city, county, state, federal or other governing entity requirement, will be reviewed as part of the landscape plan submitted by the Declarant to the Association Development Committee for consideration and require Board approval.

Maintenance of Common Properties after conveyance to the Association will be at sole discretion of the Association. Except for the Declarant, no Owner will be permitted to landscape Common Areas.

Any landscaping of Common Properties by the Declarant must be approved in advance and in writing by the HOA Landscape Committee. All other improvements to the common properties shall be approved by the HOA Development Committee, except if required as per the plat or as per other governmental requirements and/or regulations.

Drainage easements in the Common Areas are not intended to be irrigated and landscaped. Except for the Declarant, no Owner will be permitted to landscape drainage easements in the Common Areas, except with prior written approval of the Association, which approval may be withheld at the Associations sole discretion. Any landscaping of drainage easements by the Declarant must be approved in advance and in writing by the ACC.

#### **ARTICLE IV. ARCHITECTURAL CONTROL**

No Dwellings or Improvements may be erected, placed, installed, modified or replaced on any Lot in the Subdivision without first complying with the ACC requirements set forth herein or in the Umbrella Declaration, the applicable terms and provisions of such Umbrella Declaration being incorporated herein by reference, including, but not limited to the obtaining of prior approval of the ACC for preliminary design plans and final plans and specifications for such Improvements and the obtaining of Building Permits and Certificates of Occupancy from such ACC at the appropriate times. Nothing herein shall be construed to waive the requirement of all Dwellings and Improvements on each Lot to be approved by the ACC according to their customary approval requirements and process.

#### **ARTICLE V. ASSESSMENTS**

[DELETE IN ITS ENTIRETY – ASSESSMENTS ARE ADDRESSED IN THE UMBRELLA DECLARATION]

#### **ARTICLE VI. SIZE OF DWELLING**

The total floor area of the main structure of any Dwelling shall not be less than four thousand square feet (4,000 sq. ft.) if one-story, and four thousand five hundred square feet (4,500 sq. ft.) if more than one-story. In the event of any disagreement as to whether a Dwelling is to be considered one-story or greater, such determination will be made by the ACC in its sole and absolute discretion. The minimum square footage requirements shall be exclusive of open porches, breezeways, carports, garages and other outbuildings or areas of a similar nature that are typically not air-conditioned. The total floor area of the air conditioned structures of any Dwelling shall not exceed the lesser of 50% of the lot size or 15,000 sq ft. If lots are combined subject to Article XXXVI: Subdivision or Combination of Lots, this maximum total air-conditioned floor area restriction will apply on a per lot basis (Example: If two adjoining lots are combined in Block 35, the dwelling size shall not exceed the lesser of 50% of the combined lot size or 15,000x2=30,000 sq ft).

#### **ARTICLE VII. OUTBUILDING REQUIREMENTS**

Every outbuilding, inclusive of such structures as a storage building, servants' quarters, greenhouse or children's playhouse, shall be compatible with the Dwelling to which it is appurtenant in terms of its design and material composition. All such buildings must be approved in advance and in writing by the ACC.

#### **ARTICLE VIII. EXTERIOR WALLS**

1. All exterior walls of a Dwelling shall be constructed with 100% masonry or masonry veneer and shall be restricted to those types and colors of masonry material reasonably approved by the ACC. Masonry or masonry veneer includes stucco, rock, rock veneer, clay, ceramic tile, brick and rammed earth. Declarants' vision for this subdivision is to use more stone and stucco and less of brick. Notwithstanding the above, the ACC may, in its sole discretion, grant a written variance to the masonry requirements set forth herein. It is expressly intended that exterior walls exclude soffits and fascia.

Certain stucco colors, including, but not limited to those listed below, will not be allowed in the Subdivision, except with prior written approval from ACC:

- Red
- Yellow
- Green
- Blue
- Purple
- Turquoise
- Pink
- Black
- Florescent

ACC reserves the right to add or remove colors listed above, in its sole discretion in an effort to promote architectural harmony or reduce unsightly aesthetics in the neighborhood.

2. Masonry trim, caps, corbels, headers, keystones and other similar masonry accents shall be approved in advance by the ACC.
3. Each Dwelling shall have an illuminated house identification number on an exterior wall located as close to the front porch as possible and readily visible from the street. Such



illumination shall be provided by a light on a photoelectric cell and shall not have a bypass switch. It is intended that house identification number be readily visible at all times to assist emergency vehicles in locating the Dwelling.

4. Foundation slab in the front of the house should be painted the same color as the exterior wall or have a masonry finish and should not be exposed by more than two (2) feet in the front of the house, except if it has a plaster (with color same as the exterior wall) or masonry finish.

#### **ARTICLE IX. WALLS, FENCES AND GATES**

All walls and fences in the Subdivision must be approved in advance by the ACC and shall be of the following composition:

1. All masonry; or
2. All rammed earth; or
3. All wrought iron; or
4. Any combination of wrought iron, rammed earth and/or masonry; or
5. Any other material approved in advance by the ACC.

No fence, wall, or hedge shall be built or maintained anterior to the front elevation of the Dwelling, except for courtyard walls, decorative walls or fences which are part of the architectural design of the main structure and retaining walls, provided the ACC approves of same in advance and in writing.

No chain-link fences may be built or maintained on any Lot. No wall or fence shall be greater than six feet (6') in height, except as approved by ACC.

All gates shall be solid wood door-type or wrought iron consistent with the architecture of the Dwelling.

Visual Screening:

Select lots are required to have visual screening approved in advance by the ACC, facing the side street or rear street (listed below in the table) to prevent visibility into backyards from streets. Visual screening can be accomplished through the use of natural and/or planted vegetation, a wrought iron fence, a masonry fence or a combination thereof, provided it is approved by the ACC in advance.

Block/Lot	Street Requiring Fence
Block 35 Lot 33	- Privada Avila
Block 35 Lot 45	- Camino Alturas – Plat No 110325 or along the southern boundary of the lot, in case Plat No 110325 is not recorded
Block 35 Lot 46	- Reserva Avila
Block 35 Lots 49	- Sierra Avila
Block 35 Lots 50	- Reserva Avila  - Sierra Avila if the side of the house faces Sierra Avila and not if the front of the house faces Sierra Avila

**ARTICLE X. PAVED SURFACES**

All paved surfaces visible from any adjacent street (including patios, stoops, stairs, steps, walkways and driveways), shall be stone masonry (with or without brick accents), pavers (stone, brick or concrete) or scored concrete with one of the following finishes – exposed aggregate, colored concrete with salt finish, stained concrete with texture, etched concrete, sand blasted concrete or other finishes as approved by the ACC on a case by case basis. Broom finished concrete with no color is not encouraged. All paved surfaces not visible from any adjacent street shall be, as a minimum, scored concrete with one of the following finishes – exposed aggregate, colored concrete with salt finish, stained concrete with texture, or other finishes approved by the ACC.

**ARTICLE XI. TEMPORARY STRUCTURES**

No structure of a temporary character - trailer, tent, shack, garage, barn or other outbuildings - shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be connected to utilities situated within a Lot. No Dwelling previously constructed elsewhere may be moved onto any Lot in the Subdivision. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home, manufactured home, modular home, or structure of a similar type known by another name in the future is hereby specifically prohibited as a residence, either temporarily or permanently; and further, specifically includes a mobile home or recreational vehicle upon which the wheels have been left attached.

**ARTICLE XII. PLAN REPETITION**

The plan for a Dwelling may in no event be approved if the same or similar plan (defined as less than 40% changed from an existing approved plan) has been approved within the Subdivision as determined by the ACC in its sole discretion.

**ARTICLE XIII. SIGNS**

No signs of any kind shall be displayed to the public view on any Lot including, but not limited to, the displaying of any signs which advertise the Lot or Improvements for sale or lease, except as expressly permitted hereunder. The ACC shall establish standardized sign criteria which permits the

displaying of one sign per Lot which is uniform in size, color and permitted location on the Lot, which such sign can be used to specifically identify that a particular Lot is for sale or lease; provided, however, that said sign shall not contain the words "For Sale", "For Lease", "Available" or any other similar descriptive words, and such sign shall not display the name, logo or phone number of any real estate company or Owner's agent (it can only have the Owner's name or name of an entity that has the Lot under contract to purchase, logo and phone number, along with block/lot number). The ACC specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of the Dwelling on such Lots, and a separate set of standards and criteria to apply to such Lots after a Dwelling has first been occupied thereon, and to modify such standards and criteria from time to time.

#### **ARTICLE XIV. MAINTENANCE**

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

2. Default. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirement or any maintenance requirements set forth or provided for in the Umbrella Declaration, then in such event each Declarant and/or Association may specifically enforce these provisions and may have the grass, weeds, shrubs, trees, and vegetation cut or trimmed when and as often as the same is necessary in it's judgment, and have dead trees and shrubs and plants removed therefrom and replaced with comparable trees, shrubs and plants. Each Declarant and/or Association may also, at its option, remove any garbage, trash or rubbish situated on a Lot in violation of this covenant and make or repair Improvements as deemed required. The Owner of any such Lot shall be obligated to reimburse such Declarant and/or Association the cost of any such maintenance or removal or repair upon demand.

3. Reservation. Each Owner by acceptance of a Deed to such Owner's Lot hereby agrees as follows and grants to the Declarant in which such Lot is located and the Association the right to do the following:

Each Owner agrees to paint the wood surfaces (soffits and fascia) of the exterior of his Residence as often as needed, but in no event less often than once every five (5) years. Each Owner shall, in addition, be responsible to repair or replace any broken or cracked windows, doors, or other damaged exterior surfaces of Owner's Dwelling or any Improvements constructed on the Owner's Lot. Should the Owner not properly maintain his Dwelling or Improvements, as set out herein, the Declarant and/or the Association shall be granted the right to contract for such services and bill the Owner the cost of such maintenance. If the maintenance or corrective action is prosecuted by the Association, the cost of such corrective work (including a reasonable management and administrative fee, and any costs incurred by the Association to compel compliance by the Owner) shall be deemed an assessment enforceable as a lien under the Umbrella Declaration.

#### **ARTICLE XV. UTILITY EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Subdivision Plat and/or as provided by instruments of record or to be recorded. Within these easements, if any, no structure, planting, or other material shall be placed or permitted to remain

which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot, if any, and all Improvements in such area shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company or the Association is responsible. The Declarants, the Association, or any utility company using the easements herein or referred to shall not be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements.

#### **ARTICLE XVI. VEHICLES**

No trailer, tent, boat, recreational vehicle, all terrain vehicle (ATV), or stripped down, wrecked, junked, or inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the Lot readily visible to the street or another Lot, and shall be kept within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted on any Lot or street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot or any of the Common Properties except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily (not to exceed 8 hours) parked for the purpose of serving such Lot.

#### **ARTICLE XVII. NUISANCES**

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

No Owner shall do any act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect other Dwellings. No blasting shall be conducted on any Lot without a permit being issued by the ACC.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property or does not comply with the City of San Antonio Dark Sky Lighting Ordinance (except reasonable security, landscape, or tennis court lighting that has approval of the ACC and is compliant with the City of San Antonio Dark Sky Lighting Ordinance). Upon being given notice by the Association that any such lighting is objectionable, the Owner shall take all necessary steps to properly shield same in a manner that affords consideration to those Lot Owners disturbed thereby or remove the same.

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

#### **ARTICLE XVIII. GARBAGE AND REFUSE DISPOSAL: TRASH RECEPTACLE AREAS; AND ENCLOSURES**

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall at all times be kept in screened receptacle areas meeting the standards and criteria established by the ACC, and in no event shall any garbage or trash containers be placed on any Lot within the view of any street or other Lot. No trash, ashes or other refuse may be thrown, dumped or burned on any vacant Lot, greenbelt or other area in said subdivision. Trash enclosures shall be provided and constructed of the same materials as exterior walls of the Dwelling, must be able to house two (2) 96 gallon containers, and so designed as to their users and collectors in a manner approved by the ACC. Trash enclosure gates shall be wrought iron with mesh backing to obscure trash from view.

## **ARTICLE XIX. ANIMALS**

No sheep, goats, horses, cattle, swine (including pot bellied pigs), poultry, snakes, livestock, or other animals of any kind shall ever be raised, kept, bred, or harbored on any portion of the Subdivision, except that dogs, cats, or other common household pets (not to exceed a total of three (3) adult animals (adult animal for the purposes of these covenants is an animal which is one (1) year of age or older) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of the Dwelling or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage or other container. It is intended that all animals be primarily contained within a Dwelling and any animal enclosure shall not be readily visible from the street. Lot Owners, residents and guest shall comply with the HOA's Rules and Regulations Regarding Pets policy, in its then current form.

## **ARTICLE XX. OIL AND MINING OPERATIONS**

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

## **ARTICLE XXI. INDIVIDUAL WATER AND SEWAGE SYSTEMS**

No individual water supply system or sewage disposal system shall be permitted on any Lot, including, but not limited to, water wells, cesspools or septic tanks. Conservation systems, including, but not limited to, rain water harvesting shall comply with HOA's Rainwater Harvesting System Policy, in its then current form or other conservation policies implemented by the HOA in the future.

## **ARTICLE XXII. RADIO OR TV ANTENNA AND SOLAR PANELS**

No radio or television aerial wires, towers, antennae, discs, satellite dishes, microwave receptors, or other special television or cable apparatus or equipment shall be erected, installed, or placed on any Lot without the prior written approval of the ACC, other than small satellite TV dishes no more than twenty-four inches (24") in diameter that are not visible from the street.

Except as allowed under HOA's Solar Devices Policy/Energy Efficient Roofing Policy or other renewable energy policies created by HOA in the future, no solar panels or other similar apparatus shall be placed on any Dwelling in such a manner that it is visible from the street facing the front of the Dwelling.

No Flag Poles will be allowed in any Lot, except as permitted by the then HOA policy on Flag Poles and will require appropriate approvals from ACC for installation, maintenance, and modification.

## **ARTICLE XXIII. DRAINAGE EASEMENTS**

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

1. alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements; or
2. alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the ACC; or
3. construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement; provided, however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or
4. permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
5. place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements either in temporary or permanent basis.

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

#### **ARTICLE XXIV. MAILBOXES**

No mailboxes shall be erected and maintained upon any Lot. A central mailbox shall be provided by the Declarants, provided that the mailbox structure and the location thereof shall be approved in advance and in writing by the ACC.

#### **ARTICLE XXV. CONSTRUCTION TRAILERS**

With the advance written approval of the ACC, the Declarant may place a construction trailer on a Lot for its use during construction of Dwellings. In addition, with the advance approval of the ACC, builders may place construction trailers on their Lots during construction of Dwellings provided there are no more than a total of four (4) construction trailers. Builders allowed to place construction trailers on the site will be determined by the Declarant (with subsequent ACC approval) and at a minimum any builder allowed to place a construction trailer on a Lot will have committed to purchasing multiple lots with the intent of an ongoing building program. Construction trailers placed by builders and approved by the ACC will be allowed to remain until the builder no longer owns a Lot.

#### **ARTICLE XXVI. ATHLETIC AND PLAYGROUND FACILITIES**

No basketball goals, backboards, trampolines, playground equipment or any other similar sporting equipment of either a permanent or temporary nature shall be placed on any Lot in the Subdivision where same would be readily visible from the street. Basketball goals and backboards must have black poles and clear acrylic backboards. The size, location and appearance of tennis, sport courts, trampolines, and playground equipment must be submitted to the ACC for approval in the ACC's sole discretion and must be properly screened with landscaping.

#### **ARTICLE XXVII. PARKING AND GARAGES**

1. Each Dwelling shall be provided with a minimum of three and a maximum of six permanent, off-street, enclosed parking spaces. Three or more car garages can have no more than two direct load garages and such direct load garages shall be constructed at least 20 ft behind the front

elevation wall of the Dwelling. For Lots that are accessible from two streets (corner lots), if the direct load garage faces the side entrance for the house, the direct load garage has to be at least 20 ft behind the front elevation wall of the Dwelling. In addition to enclosed parking spaces, enclosed parking spaces for golf carts are encouraged (but will not count towards the required number of enclosed parking spaces), and golf carts shall not be stored where visible at any time from any street. Each Dwelling will be limited to two enclosed parking spaces for golf carts.

2. Garage door openers shall be required for all garages.
3. Interior walls of all garages must be finished [i.e., taped, floated and painted as a minimum].
4. A minimum of a three car garage must be maintained for storage of automobiles and other vehicles and related purposes
5. Parking on any street by any Owner is prohibited. Parking regulations as established by the Association from time to time are incorporated herein by reference.

#### **ARTICLE XXVIII. ROOFS**

All roof materials for primary and accent roofs shall be comprised of the following materials:

1. Concrete tile; or
2. Clay tile ; or
3. Slate; or
4. Metal (only non-polished and non-reflective)

Certain roof colors, including, but not limited to those listed below, may only be used for accent purposes limiting to no more than 10% of the roof surface area and will require ACC approval in advance and in writing:

1. Yellow
2. Green
3. Blue
4. Purple
5. Turquoise
6. Pink
7. White
8. Silver
9. Gold

ACC reserves the right to add or remove colors listed above, in its sole discretion in an effort to promote architectural harmony or reduce unsightly aesthetics in the neighborhood.

Roof vents shall be as inconspicuous as possible and are discouraged where readily visible from the adjacent street. Skylights are discouraged but if utilized they must be low profile (no bubble) and receive prior approval of the ACC.

No flat roofs will be allowed in the Subdivision except with prior written approval of the ACC. A minimum roof pitch of 3:12 is required, unless approved by ACC at its sole discretion in consideration of Dwelling architecture and it's compatibility with the surrounding Dwelling units and Declarant's vision for the Subdivision.

**ARTICLE XXIX. BURGLAR AND FIRE ALARMS**

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

**ARTICLE XXX. SITE DEVELOPMENT REGULATIONS**

Dwelling Setbacks: The following setbacks are required for each Lot:

- a. Sides: 10' minimum except as specified below.
- b. Front: 25' minimum.
- c. Rear: 20' minimum except as specified below

The following Lots will have Dwelling setbacks that are different from those specified above:

<b>Lot</b>	<b>Front Setback</b>	<b>Side Setbacks</b>	<b>Rear Setback</b>
Block 35, Lot 50	25' from Sierra Avila	10' from Block 35 Lot 49 and 10' from Block 35 Lot 51	20' from Reserva Avila
Block 35, Lot 49	25' from Privada Avila	10' from Block 35 Lot 48 and 15' from Sierra Avila	20' from Block 35 Lot 50 and 20' from Block 35 Lot 51
Block 35, Lot 51	25' from Reserva Avila	10' from Block 35 Lot 50 and 10' from Block 35 Lot 52	20' from Block 35 Lot 49 and 20' from Block 35 Lot 48
Block 35, Lot 52	25' from Reserva Avila	10' from Block 35 Lot 51 and 10' from Block 35 Lot 46 and 10' from Block 35 Lot 47	20' from Block 35 Lot 48
Block 35, Lot 47	25' from Privada Avila	10' from Block 35 Lot 48 and 10' from Block 35 Lot 46	20' from Block 35 Lot 52
Block 35, Lot 46	25' from Privada Avila	10' from Block 35 Lot 47 and 10' from Block 35 Lot 52 and 10' from Block 35 Lot 45	20' from Reserva Avila
Block 35, Lot 48	25' from Privada Avila	10' from Block 35 Lot 47 and 10' from Block 35 Lot 49	20' from Block 35 Lot 51 and 20' from Block 35 Lot 52



Block 35, Lot 45	25' from Privada Avila	10' from Block 35 Lot 46 and 10' from eastern boundary of the Lot adjacent to Block 35 Lot 44 on Plat No 110325	20' from the rear boundary of the Lot adjacent to Camino Alturas on Plat No 110325
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Driveway Setbacks. Driveway apron setbacks shall be a minimum of five feet (5') from any side property line on all Lots.

#### ARTICLE XXXI. HEIGHT LIMITATIONS

The maximum height of each Dwelling shall be thirty-five feet (35'), measured from the top of the roof ridge to the average finished grade of the front setback of the Lot, except for Block 35 Lots 33, 45, 46, 49, 50, 51 and 52 and Block 37 Lot 20 where the maximum height is listed in the table below in feet as measured in accordance with North American Vertical Datum of 1988 (NAVD88):

Block	Lot	Max Height Elevation in Feet as per NAVD88
35	33	1365
35	45	1280
35	46	1280
35	49	1310
35	50	1280
35	51	1270
35	52	1260
37	20	1250

The height of all other Improvements must be approved in advance and in writing by the ACC.

#### ARTICLE XXXII. IRRIGATION

All Lots must be irrigated by sprinkler systems approved by the ACC and in accordance with the irrigation plan approved by the ACC. In all such systems, a pressure type vacuum breaker or double check valve backflow preventer, as approved by the water provider for the Subdivision, must be installed to prevent contamination of the domestic water supply for the Subdivision. All such equipment shall comply with all applicable codes, rules and regulations of the City of San Antonio and any other entity entitled by law to establish such codes, rules and regulations.

#### ARTICLE XXXIII. GUTTERING

All Dwellings must be guttered, in a manner approved in advance and in writing by the ACC, with downspouts being so situated as to minimize adverse drainage consequences for adjoining Lots.

#### ARTICLE XXXIV. TREE PROTECTION

Trees on each Lot will benefit all residents in the Subdivision; and, consequently, it is the Declarants' intent to retain the overall character of the tree massing in the development. To prevent the unnecessary damage or death to existing trees, the Declarants, Lot Owner, his/her architect, and/or builder will be required to comply with the tree care and protection rules that may be promulgated from time to time by the Association or the ACC. Neither Declarant will engage in any mass clearing of trees on Lots, unless required for (1) compliance with the plat of the Subdivision, (2) compliance

with drainage requirements, (3) compliance with Texas Commission on Environmental Quality requirements (4) embankment of locally generated excavation materials, or (5) local, city, county, state, federal or other governing entity requirement.

#### **ARTICLE XXXV. LANDSCAPING/IRRIGATION INSTALLATION**

Landscaping plans and specifications for each Lot must be submitted to the ACC and approved in writing by the ACC prior to installation. Any landscaping and irrigation 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 Declarants and the ACC on landscaping, the ACC expressly reserves the right to require the landscape and irrigation plans to include the planting of trees by Owner, if, in the opinion of such ACC such trees are necessary to preserve the general landscaping goals and criteria for the Subdivision as a whole. No more than ten percent (10%) in area of the front yard area of any Lot, excluding driveways and sidewalks, may be covered by rock material other than vegetation, except for such sidewalks and driveways as have been approved by the ACC.

Preservation of natural vegetation is preferred and strongly encouraged wherever possible, especially on the hill side and behind a Dwelling. Introduced plant material shall be used to shade and cool, direct wind movements, enhance architectural features, relate structure design to the site, visually screen non-compatible uses, and ameliorate the impact of noise. All landscaping plant material shall be selected from a plant material list approved by the ACC. Landscaping and irrigation systems shall be fully installed and operable as per approved final plans for front, rear and side setback areas as well as any private open space areas visible from adjacent streets prior to the issuance of a Certificate of Occupancy.

Any areas proposed to be left as natural landscaped areas must be specifically approved in writing by the ACC. ACC, at its discretion, may require Owner to clear underbrush and/or trim the trees in the natural landscape areas if they are visible from the front of the home. The ACC shall have the right to impose reasonable landscaping and irrigation requirements consistent with the requirements of this Declaration and Umbrella Declaration.

#### **ARTICLE XXXVI. SUBDIVISION OR COMBINATION OF LOTS**

No further subdivision of platted Lots in the Subdivision shall be permitted. An Owner may, however, combine or integrate two adjoining Lots into one Dwelling and landscaped area at the time either of said Lots is first improved, provided that such combination is approved in advance in writing by the ACC. If the additional lot(s) are re-platted into one lot, landscaped and made part of the Dwelling, all lots will be combined into one lot and will be treated as one lot for purposes of voting or any allocation of assessments (regular or special). If the additional lot(s) are left platted as separate lots, such combination of Lots shall be treated for such purposes of voting or of any allocation of assessments (regular and special) as separate Lots.

#### **ARTICLE XXXVII. WINDOW TREATMENT**

No aluminum foil, reflective film, paper, mini blinds or similar treatment shall be placed on windows or glass doors at any time. If any window treatment is installed on windows visible from the street, it shall be equipped with interior wood shutters, blinds with natural tone, or other presentable window treatment. No bars or obstructions intended for use as burglar bars may be placed on the exterior of a Dwelling, including, but limited to windows and doors unless approved by the ACC.

#### **ARTICLE XXXVIII. VISUAL ACCESS AT INTERSECTIONS**

To allow for adequate sight distance at all street and alley intersections within the Subdivision, no structures, walls, or vegetation that could restrict a "visual access corridor", defined herein as an area between two feet and six feet above the ground, shall be permitted. This corridor is defined by a triangle created at a street corner by the intersection of property line projections and points twenty-five feet back from said intersection. Visual access shall also be provided for the driver of a vehicle backing out of an individual Lot onto an adjacent alley in a manner approved by the ACC.

#### **ARTICLE XXXIX. PRIVATE STREETS**

The streets in the Subdivision are private and will be conveyed to the Association in accordance with Article III.

#### **ARTICLE XL. THE DOMINION PLANNED UNIT DEVELOPMENT**

All Lots are hereby made subject to the terms and provisions of the Umbrella Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, filed for record under Volume 2956, Page 61, et seq. of the Official Public Records of Bexar County, Texas. The Umbrella Declaration governs the use of the Lots and Improvements constructed thereon. Reference is made to the Umbrella Declaration for a more particular description of the rights and obligations contained therein. Each Lot is required to pay assessments to the Association in accordance with the Umbrella Declaration.

#### **ARTICLE XLI. WAIVERS AND LACHES**

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

#### **ARTICLE XLII. TERM**

The foregoing covenants are made and adopted to run with the land and shall be binding upon Declarants and their successors and assigns and all persons claiming under them, and all subsequent Owners of said above described Lots located within the Subdivision for a term beginning on the date this Declaration is recorded and continuing through and including January 1, 2062, after which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of legal title to seventy percent (70%) of the property subject to the Umbrella Declaration has been recorded agreeing to revoke them, provided that no person, corporation or other entity shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the Lots located within the Subdivision. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document; but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon respective parties.

#### **ARTICLE XLIII. ENFORCEMENT**

If the parties hereto, or their heirs, successors, lessees or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning a Lot situated in the Subdivision, or either of the Declarants, or their assigns, or the Association, without requirement of joinder of the other, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either (1) prevent him or them from so doing, (2) recover damages for such violations, and (3) to recover court costs and reasonable attorney's fees. Neither the Declarants nor the Association shall ever be under any obligation to enforce the terms of this Declaration, and any failure to do enforce shall never give rise to any liability whatsoever on the part of the Declarants, Declarants' successors or assigns, the Association, or the Board. The reservation by Declarants of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and neither of the Declarants nor the Association shall be subject to any claim, demand, or cause of action from any Owner by virtue of not enforcing any restriction herein contained. Further, if the Board determines that the service of an attorney and/or collection agent are appropriate for use in seeking compliance, but suit is not brought, the Association shall be entitled to recover, from the Owner violating this Declaration the reasonable costs of services of any attorney and/or collection agent, relating to the violation. The foregoing provision for recovery of costs, expenses and attorney's fees shall be deemed to have been agreed to by the Owner (s) of any Lot covered hereby by acceptance of conveyance of other transfer of title to such Lot.

#### **ARTICLE XLIV. INVALIDATION**

The invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

#### **ARTICLE XLV. NON-JUDICIAL FORECLOSURE**

To secure the payment of assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, upon acceptance of his or her deed to a Lot governed by this Declaration conveys the Lot to the Trustee hereinafter named, in trust for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of assessments when due, or if an Owner fails to perform any of the obligations under or maintain any condition required by this Declaration, the Association may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner on demand for any sums so advanced or incurred, the cost of any obligations so performed, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate. The sum to be reimbursed shall be secured by this Special Deed of Trust.

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

1. Request the Trustee appointed herein, or his/her successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et seq. of the Texas Property Code then in effect or any successor statute thereto; and
2. Purchase the Lot at any foreclosure sale by offering the highest bid and have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the Association.

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

- a) Either personally or by agent give notice of the foreclosure sale as required by Section 51.002 et seq. of the Texas Property Code then in effect or any successor statute thereto; and
  - b) Sell and convey the Lot to the highest bidder for cash with a special warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and
  - c) From the proceeds of the sale, pay, in this order: (i) expenses of foreclosure; (ii) to the Association, the full amount advanced, attorney's fees, and other charges due and unpaid; (iii) any amounts required by law to be paid before payment to the Owner; and (iv) to the Owner any remaining balance.
3. Robert D. Burton, Attorney at Law, is appointed Trustee for the purpose of enforcing covenants, conditions and restrictions imposed by this Declaration, and also for the collecting of maintenance assessments. The Association, as Beneficiary, may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.
4. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.
5. It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code Section 51.002, relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any Owner or mortgagee of any Owner, may, by amendment to this Declaration filed in the office of the County Clerk of Bexar County, Texas amend the provisions hereof so as to comply with said amendments to Section 51.002.
6. Any liens created by this Article XLV shall be superior to all other liens and charges against any Lot covered hereby except only for tax liens and all liens securing sums secured by a first-priority mortgage or deed of trust lien of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question.

#### **ARTICLE XLVI. ASSESSMENT BY AWARD OR JUDICIAL DECREE**

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

#### **ARTICLE XLVII. PRIOR LIENS**

It is specifically provided that a violation of these protective covenants, or any one or more of them, shall be enforceable by the provisions herein and any provisions contained in the Umbrella Declaration of Covenants, Conditions, Easements and Restrictions, as recorded and/or amended; and, in the event that the Association expends any funds for the enforcement of these provisions, that all such sums, including, but not limited to, the cost of collection, reasonable attorney's fees, and court costs, will thereupon become a continuing lien and charge on the property of the violator and shall be a covenant running with the land. The aforesaid lien shall be superior to all other liens and charges against the property, except only for tax liens and all liens securing sums unpaid on a first lien mortgage or first deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the property in question. Such power shall be entirely discretionary

with the Association. To evidence the aforesaid lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness and the name of the Owner of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk for Bexar County, Texas. Such lien for payment of sums shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the assessment and/or the foreclosure of the aforesaid lien judicially, it being understood that the election of any one remedy shall not constitute a waiver of any other remedies. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs expenses, and attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale, and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association also expressly reserves the right to post the names of any delinquent members at a highly visible location within the Subdivision.

#### **ARTICLE XLVIII. RESERVATION OF RIGHTS**

The Declarants acting together shall have and reserve the right at any time, and from time to time, to amend this Declaration, by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not materially impair or affect the vested property or other rights of any Owner or his mortgagee. However, any amendment proposed by the Declarants pursuant to this Article shall require the joinder and approval of the Association, acting through a majority of the Board, which approval shall not be unreasonably withheld. The Association may specifically waive its joinder and approval by a written, recorded instrument. No other joinder or approval shall be required.

#### **ARTICLE XLIX. AMENDMENT**

At any time the Owners of the legal title to seventy percent (70%) of the Lots within the Subdivision, with the joinder and approval of the Board, may amend this Declaration by filing an instrument containing such amendment in the office of the County Clerk of Bexar County, Texas; except that, prior to the conveyance of the last Lot on the property to a third party buyer, no such amendment shall be valid or effective without the written joinder and approval of the Declarants unless Declarants specifically waive this requirement by a written recorded instrument, which approval shall not be unreasonably withheld. Declarants acting together are expressly permitted to amend the restrictions and covenants set forth herein with the joinder and approval of the Board prior to the sale of any Lot to a third party. No amendment to this Declaration will purport to withdraw the Subdivision or any Lot from the Umbrella Declaration or the jurisdiction of the Association without the advance written approval of the Board.

#### **ARTICLE L. NOTICE**

Whenever written notice to an Owner (or Owners) is permitted or required hereunder, such shall be given by the mailing of such to the Owner at the address of such Owner appearing on the records of the Association, unless such Owner has given written notice to the Association of a different address, in which event, such notice shall be sent to the Owner at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

#### **ARTICLE LI. TITLE**

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

#### **ARTICLE LII. INTERPRETATION**

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

#### **ARTICLE LIII. OMISSIONS**

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

#### **ARTICLE LIV. GENDER AND GRAMMAR**

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

#### **ARTICLE LV. BUILDING CODES**

All Dwellings shall be constructed to conform to the then current building codes and ordinances adopted by the City of San Antonio, Texas.

#### **ARTICLE LVI. FIREARMS, PROJECTIONS AND WEAPONS**

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

#### **ARTICLE LVII. SIDEWALKS**

Each Owner of the Lot or Dwelling agrees to construct a sidewalk, which will meet standards established by ACC, at such Owner's sole cost and expense, if the same shall be required by any applicable government authority. As of the date of execution herein, sidewalks are not required in the Subdivision.

#### **ARTICLE LVIII. MODEL HOMES**

Model homes are allowed in the Subdivision, however, any model home constructed on a Lot must be approved in advance and in writing by the ACC. If a model home is approved by the ACC, the Owner of such Lot will not allow or otherwise permit members of the public to access the model home unless the Owner or its designee is present at the model home. Security procedures for entry of public to Model homes in Avila at the Dominion must be approved by the HOA.

#### **ARTICLE LIX. SUBMITALS TO DECLARANT**

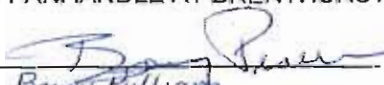
In addition to the ACC requirements in the Umbrella Declaration which are incorporated herein by reference, including but not limited to, the obtaining of prior approval of the ACC for preliminary design submittals and for final design submittals (i.e. final plans and specifications) for such improvements as set forth in Article V of the Umbrella Declaration, every Owner shall be required to provide the Declarant of the Subdivision in which such Owner's Lot is located with copies of preliminary design submittals and final design submittals for approval by Declarant that the improvements proposed thereon are of good architectural design, elevation, massing, quality, proper size and is compatible with such Declarant's conceptual plan for the subdivision, prior to such items being submitted to the Committee. The Declarant has the right but not an obligation to conduct such a review. The Declarant may, at its sole discretion, identify one or more architects, who shall review the Owner's plans to ensure that architectural design, elevation, massing, quality, and proper size are compatible with Declarant's conceptual plan for the subdivision prior to such items being submitted to the Committee. The Declarant reserves the right, in its sole discretion to change one or more of the architects conducting the review at any time, without notice. The fees for the architect's review will be paid for by the Owner directly to the architect at the time of plan submission. The fees will be published based on the architect's fee schedule and will be based on one hour (1) for the initial plan review and one half hour (1/2) for each subsequent review. The Declarant may disapprove the construction or design of a home on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of the other homeowners or to preserve the serenity and natural beauty of the surroundings. The addresses for the Declarants to be used for submittals under this Article are as follows:

For The Panhandle at Brenthurst, L.L.C.:  
24165 IH-10W, Suite 217-641  
San Antonio, Texas 78257  
(or at the address of its registered agent in the records of the Texas Secretary of State)

For Highlands Dominion, L.L.C.:  
24165 IH-10W, Suite 217-641  
San Antonio, Texas 78257  
(or at the address of its registered agent in the records of the Texas Secretary of State)

EXECUTED this 24<sup>th</sup> day of September, 2012

THE PANHANDLE AT BRENTHURST, L.L.C.

By:   
Barry Pulliam  
Its: Manager/Authorized Agent

HIGHLANDS DOMINION, L.L.C.

By:   
Rafael Furi  
Its: Manager/Authorized Agent



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

SEP 24 2012

Consented to Lien Holders:

Texas Capital Bank, National Association

By: [Signature]  
 Printed Name: Laura Griffith  
 Title: EVP



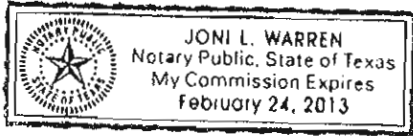
[Signature]  
 COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20120185987 Fees: \$112.00  
 09/24/2012 4:18PM 11 Pages 25  
 Filed & Recorded in the Official  
 Public Records of BEXAR COUNTY  
 GERARD C. RICKHOFF COUNTY CLERK

STATE OF TEXAS §  
 COUNTY OF BEXAR §

Before me Joni L. Warren, Notary Public, State of Texas, on this day appeared Barry Pulliam, Manager and Authorized Agent of THE PANHANDLE AT BRENTHURST, L.L.C., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24<sup>th</sup> day of Sept., A.D., 2012.

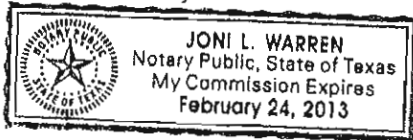


[Signature]  
 Notary Public, State of Texas

STATE OF TEXAS §  
 COUNTY OF BEXAR §

Before me Joni L. Warren, Notary Public, State of Texas, on this day personally appeared Rajeev Puri, Manager and Authorized Agent of HIGHLANDS DOMINION, LLC., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24<sup>th</sup> day of Sept., A.D., 2012.



[Signature]  
 Notary Public, State of Texas

After recording, return to:  
THE PANHANDLE AT BRENTHURST, LLC  
24165 FH 10W  
SUITE 217-641  
SAN ANTONIO, TX 78257