

RECORDED BY:  
 TICOR TITLE AGENCY  
 GF NO. 9703184DC  
61.00

**AMENDED DECLARATION OF COVENANTS, CONDITIONS,  
 EASEMENTS AND RESTRICTIONS FOR**

**THE VILLAS ESTATE LOTS 25, 26, 27 and 28**

**IN 97- 0043210**

**THE COUNTRY CLUB VILLAS AT THE DOMINION  
 PLANNED UNIT DEVELOPMENT**

**DEDICATION**

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

**THIS DECLARATION**, made on the date hereinafter set out by the undersigned **INTCO-DOMINION PARTNERSHIP**, a Texas General Partnership, (hereinafter referred to as "Declarant") the owner and developer of certain lands situated in San Antonio, Bexar County, Texas, and known and designated The Country Club Villas at The Dominion, and,

**WHEREAS** Declarant desires to establish and secure the enforcement of uniform restrictive covenants upon the use and development of lots within The Dominion Subdivision, and is further desirous of said property being developed for the purpose, and only for the purpose, of creating thereon Lots to be used for single-family residential dwellings or areas appurtenant thereto, together with the previously-platted townhome structures and common areas and/or facilities for the benefit of all future owners and/or tenants located within said property,

**NOW, THEREFORE**, by this instrument AND AS TO THE LOTS FORMERLY KNOWN AS LOTS 1, 2, 3, 4, 17, 18, 19 and 20 ONLY, the prior restrictive covenants (which may be found of record at Volume 6256, Page 2069 of the Real Property Records of Bexar County, Texas) are hereby **VACATED**, and there are created, declared, and established in The Country Club Villas at The Dominion (also known as a portion of Phase 7B, Tract 2, and a portion of Tract 2 (North Golf Course) of The Dominion Planned Unit Development of San Antonio, Bexar County, Texas), the following restrictive covenants, easements, reservations, and requirements upon the following lands within such Subdivision, which were re-platted on November 27, 1996, such re-plat filed at Volume 9536, Page 50, Plat Records of Bexar County, Texas, and WHICH ARE NOW KNOWN AS VILLAS ESTATE LOTS 25, 26, 27, and 28.

The purpose of this instrument and the reason for the imposition of these Covenants, Conditions, Restrictions and Easements is to ensure the preservation of the values and amenities in the said portion of the development by assuring the compatibility of the design of Improvements on the property, and further to promote harmony with the adjacent single- and multi-family residential communities. To these ends, the property described hereinbelow is made subject to the Covenants, Conditions, Restrictions and Easements hereinafter set forth and referred to, each and all of which is and are for the benefit of said property and each and every future owner and/or tenant thereof. To further promote these ends, the following Covenants, Conditions, Restrictions and Easements are to be construed liberally to effect the purposes of this instrument.

Declarant declares that the real property described hereinbelow is and shall be held, transferred, sold, conveyed, occupied and enjoyed subject to the following Covenants, Conditions, Restrictions and Easements set forth and referred to herein.

**ARTICLE 1.**  
**DEFINITIONS**

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

1.01. **Association** shall mean The Dominion Homeowners Association, the nonprofit corporation which is referred to in the Declaration of Covenants, Conditions, Easements and Restrictions duly recorded in Volume 2956, Pages 61, et seq., of the Official Public Records of Real Property of Bexar County, Texas (the "**Umbrella Declaration**"), its successors and assigns.

1.02. **Committee** shall mean the Architectural Control Committee referred to in Article 5 hereof.

1.03. **Common Properties** shall mean a portion of Lot Twenty-one (21) and Lots Twenty-Three (23) and Twenty-four (24) of the Subdivision together with common properties maintained in other portions of the Development. Said Lots shall be owned and maintained by the Association for the common use and enjoyment of its members, including, but not limited to, private streets, greenbelts, parkways, medians, islands, gates and other facilities now or hereafter situated within the Subdivision.

1.04. **Declarant** shall mean INTCO-Dominion Partnership, a Texas general partnership, and any other party to whom it assigns in writing any of its rights hereunder.

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

1.06. **Golf Course** shall mean and refer to the land now, or hereafter to be used as a golf course by The Dominion Country Club.

1.07. **Improvements** shall mean and include all buildings, patios, balconies, decks, fences, walls, hedges, landscaping, antennae, towers, poles, ponds, lakes, driveways, parking areas, utilities, signs and other structures, apparatus, improvements, recreational facilities, plantings, or equipment of a permanent or semi-permanent character located on a Lot in the Subdivision. Included are both original Improvements made to a Lot in the Subdivision and all subsequent changes, additions or replacements thereto.

1.08. **Lot** shall mean any lot shown on the recorded Subdivision plat (or re-plat) of the Subdivision.

1.09. **Owner** shall mean the record Owner, whether one or more persons or entities, of fee simple title to a Lot situated in the Subdivision (including contract sellers), but excluding the Association, and those having such interest merely as security for the performance of an obligation.

VOL 7048 PAGE 724

1.10. The Dominion Planned Unit Development (PUD) shall mean that development which is covered by the Umbrella Declaration, both the original property described therein as well as any other parcels annexed under the Umbrella Declaration.

1.11. Subdivision shall mean and refer to The Dominion Planned Unit Development, or any part or portion thereof.

## ARTICLE 2.

### USE

2.01. Lots 25, 26, 27, and 28 in the Subdivision shall be used for single-family residential purposes only. "Single-family" shall mean a group of persons related by blood, marriage or adoption and shall also include foster children and domestic servants. Notwithstanding the foregoing, any of the four Lots the subject of this Amended Declaration may be acquired by an owner of an adjoining lot if used in conjunction with the use of such adjoining lot as a single-family residence.

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

2.3. No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence Improvements, and then, the material shall be placed within the property lines of the Lot upon which the Improvements are erected and shall not be placed on the street or between the curb and property line. Once construction is commenced, it shall be diligently pursued to the end that the Improvements are not left in an unfinished condition any longer than is reasonably necessary.

## ARTICLE 3.

### TITLE TO COMMON PROPERTIES

3.01. The Common Properties shall be deeded in fee to the Association free and clear of any liens or other encumbrances, prior to the sale of any Lot within the subdivision. Until such time as the Common Properties are so deeded and in excess of fifty percent (50%) of the Owners of Lots are required hereunder to pay maintenance assessments, the Association shall have absolutely no responsibility for the maintenance, upkeep or repair thereof. Thereafter, the Association shall be responsible for the maintenance, upkeep and repair of the Common Properties. At the time the Association's responsibility for the maintenance, upkeep and repair of the Common Properties begins, Declarant shall certify to the Association that any streets, curbs and other Improvements therein situated are in a state of good repair and maintenance and that any materials planted by Declarant in the Common Properties are alive. No assessments shall be imposed on any of the Common Properties.

## ARTICLE 4.

### UMBRELLA DECLARATION

4.01. In addition to the covenants, conditions, restrictions and obligations set forth in this Declaration, the Umbrella Declaration (as modified from time to time), and the covenants,

conditions, restrictions and obligations set forth therein shall apply to the Lots. Notwithstanding the foregoing, should any provision of this Declaration conflict with a provision of the Umbrella Declaration, this Declaration shall control.

**ARTICLE 5.**  
**ARCHITECTURAL CONTROL**

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

5.02. **The Committee.** The Committee shall be composed of members appointed by the Board of Directors of the Association who have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Committee.

5.03. **Goal of the Committee.** The goal of the Committee is to encourage the construction of buildings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Subdivision. Buildings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such material as will, in the judgment of the Committee, create an attractive and harmonious blend with existing and proposed homes and the natural surroundings. The Committee may disapprove the construction or design of an Improvement 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 other homeowners or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding matters of design or aesthetics shall not be deemed binding upon the Committee if the Committee feels that the repetition of such matters will have an adverse affect on The Dominion Planned Unit Development.

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

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

VOL 7048 PG 1726

5.06. **Approval of Plans.** No building, structure, wall, fence, landscaping, recreational facilities of any kind, or other improvement shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition to or change or alteration therein be made, until the detailed plans and specifications therefor have been submitted to and approved in writing as to harmony of external design, color and location and as to compliance with minimum standards in relation to property lines, easements, grades, surrounding structures, walks, topography and all other matters related thereto by the Committee. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, materials, structural detail, elevations, landscaping detail, and the nature, kind, shape, height, exterior color scheme, and location of the proposed Improvements or alteration thereto. In the event said Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with. The Architectural Control Committee shall be the sole authority to determine whether proposed structures comply with applicable covenants, conditions, and restrictions and are in harmony of external design with existing structures and the overall plan of development of the Subdivision. Among other matters, the Committee shall consider the proposed topography, finished grade elevation, and the general appearance of the proposed Improvements as may be determined from the front, rear and side elevations on submitted plans. The Committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar or irregular designs or appearances from being built on, in and/or within a Lot and, to the extent possible, ensure the harmonious development of the Subdivision in conformity with the common plan and design. The Committee is not required to police or enforce compliance with such considerations as minimum size, setbacks or other specific, objective construction requirements. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee, or any of its members, be subject to suit by anyone for damages.

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

VOL 7048 PG 1727

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

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

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

**ARTICLE 6.**  
**TEMPORARY STRUCTURES**

6.01. No structure of a temporary character -- trailer, tent, shack, garage or barn -- 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 used as a residence or 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. Notwithstanding the other provisions of this Declaration, the Committee may, in its sole discretion, allow temporary structures to be used as construction and/or sales offices during the construction of Improvements on a Lot.

**ARTICLE 7.**  
**ARCHITECTURAL STYLE**

7.01. All structures and landscaping shall match or conform to the Architectural style of the existing Country Club Villas at The Dominion. Plans and finishes shall be evaluated on the basis of building massing, proportion, detailing and color. The Architectural Control Committee reserves the right to determine whether a submitted design is in conformance.

VOL 7048 Pg 1728

**ARTICLE 8.**  
**BUILDING MASSING**

8.01. Single story dwelling units are to the building massing and proportion requirements as stated in Article 7 hereof, entitled *Architectural Style*. Single story dwelling units are encouraged to raise the plate heights of major rooms.

8.02. All single story Dwelling units shall comply with the following minimum volume requirements:

1 major room is to have a minimum plate height of eighteen feet (18').

1 major room is to have a minimum plate height of fourteen feet (14').

Major rooms are categorized as the following :

Living room  
Family room, great room, den or study  
Dining room  
Kitchen  
Game room

8.03. The Architectural Control Committee reserves the right to evaluate whether a submitted building design is in conformance and may require additional building massing.

**ARTICLE 9.**  
**SIZE OF DWELLING**

9.01. Each Dwelling's total living area shall be a minimum of two thousand five hundred square feet (2,500 sq. ft.), exclusive of open porches, breezeways, garages and other outbuildings.

**ARTICLE 10.**  
**REQUIRED SETBACKS**

10.01. All roofed structures including open porches must be constructed and maintained in conformity with platted easements and the following minimum setback lines:

**A. Dwelling**

First Floor:

Front: 25' (Must be located to conform with the building massing and character of the existing Country Club Villas at The Dominion.)

Side: 10'

Rear: Varies (Must be located to conform to the building massing and character of the existing Country Club Villas at The Dominion.)

VOL 7048 PG 1729

Second Floor:

- Front: 25' (Must be located to conform to the building massing and character of the existing Country Club Villas at The Dominion.)
- Side: 10'
- Rear: Varies (Must be located to conform to the building massing and character of the existing Country Club Villas at The Dominion.)

**B. Garages, Golf Carts Garages and Driveways:**

- Front: 10' (Must be located to conform with garages at the existing Country Club Villas at The Dominion.)
- Side: 10'
- Driveway:
  - Curb Cut 30' Curb cut from adjacent property line minimum.

**ARTICLE 11.**  
**COMPLIANCE**

11.01. **Compliance:** The Architectural Control Committee reserves the right to determine whether the submitted design conforms to the setback requirements of the Subdivision. The existing Architectural Style, massing and proportion of the existing Country Club Villas at The Dominion is the stated objective of the Subdivision.

11.02. **Variances:** Setback encroachments are permitted for trellis structures, fireplaces, chimneys, and eaves of buildings.

11.03. All Owners shall adhere to the side entry requirements as specified in Article 15, entitled *Garages*, at Section 15.03. The Architectural Control Committee's authority to consider variances to the requirements for setbacks and driveway locations shall be limited to the following objectives: to save trees, promote a unique building concept, or take into account special characteristics of the Lot, provided, provided that such waiver is no detriment to the *surrounding conditions*. To request such variances, protected trees must have a caliper of no less than 6 inches.

**ARTICLE 12.**  
**HEIGHT LIMITATIONS**

12.01. The maximum height of any structure shall be thirty-five feet (35'), measured from the top of the roof ridge to the average finished grade of the Lot. This limitation may be exceeded only by chimneys, domes or towers of less than 215 square feet in cross-section. Chimneys, domes or towers are encouraged. *Towers shall be designed to respect the privacy of adjacent properties.*

VOL 7048 PG 1730



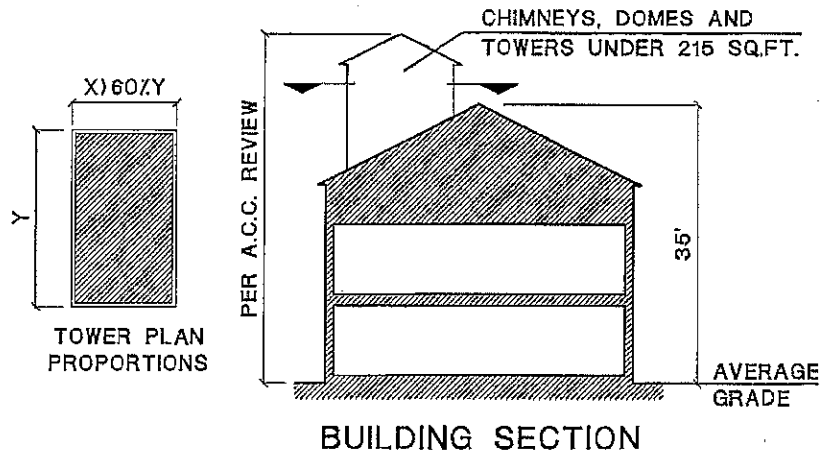


Figure: Maximum building height

**ARTICLE 13.  
BUILDING CODES**

13.01. All Dwellings shall be constructed in conformance with the then-current building codes adopted by the City of San Antonio.

**ARTICLE 14.  
GARAGES/CARPORTS/GOLF CART STORAGE AREAS**

14.1. Automatic/Electric garage door openers shall be required for all garages. No garage shall be permitted to be used or enclosed for living purposes, but must be maintained for storage of automobiles and other vehicles and related purposes. No carports or other structures outside the Dwelling shall be permitted. No golf cart storage area shall be permitted to be used or enclosed for living purposes or general storage, but must be used and maintained for storage of a golf cart and other items incidental to playing the games of golf or tennis. Variances of this provision to allow storage of other items in the golf cart storage area may be granted upon application to and approval by the Association.

**ARTICLE 15.  
CONSTRUCTION OF GARAGES**

15.01. **Garage Doors:** Glazed garage doors are not permitted. Garage doors equipped with automatic openers are required. Garage doors shall be kept shut at all times unless a vehicle is in the process of parking.

15.02. **Parking requirements:** Each Dwelling must include an enclosed garage for not less than two (2) nor more than four (4) automobiles.

15.03. **Side entry garages/entrance motor court:** All Dwellings shall have a side entry garage with an entrance motor court that conforms to the garage and motor court of the existing Country

VOL 7048 pg 1731

Club Villas at The Dominion. Double width garage doors are permitted. No more than three single garage bays are permitted in a row. This includes a golf cart parking bay. The Architectural Control Committee reserves the right to determine whether a submitted design is in conformance, and may require additional restrictions.

15.04. **Golf Cart Garages:** Each Dwelling shall have a golf cart garage. Golf carts are required to park within the golf cart garage at all times. Golf cart garages are to have side entrances, either from the motor court or from the 10' side setback.

15.05. **Carports:** Porte cocheres, open carports or golf cart sheds are not permitted.

**ARTICLE 16.**  
**TRASH RECEPTACLE AREAS**

16.01. All trash receptacles shall be stored within a solid walled enclosure no less than four feet (4') high, 3 feet six inches (3'6") deep, and three feet (3') wide with a solid wooden gate of at least thirty inches 30" wide directly accessible to the driveway or other paved service access. Trash containers may not be visible above the walled enclosure.

16.02. Gates to trash enclosures should not be readily visible from the street. Trash enclosures are to be integrated with yard wall/fence design as stated in Article 19, entitled *Fences and Walls*.

**ARTICLE 17.**  
**DRIVEWAYS AND EXTERIOR PARKING SPACES**

17.01. **Curb Cuts:** Driveway curb cuts shall be a minimum of thirty feet (30') from adjoining properties.

17.02. **Materials:** All driveways and exterior parking spaces shall be colored textured concrete and shall conform to the existing motor court at the Country Club Villas at The Dominion in color, size, and texture. The colored textured concrete shall be applied as a monolithic slab, using color hardener, antiquing release agent, tooled texturing, cleaner and sealant, in conformance with sample specifications provided by the Architectural Control Committee. The Owner shall submit for review and approval by the Architectural Control Committee the identity and qualifications of the subcontractor, and specifications for product quality and method of installation. A sample no smaller than 4'x4' must be poured on-site within ninety (90) days of issuance of the building permit, for review and approval by the Architectural Committee prior to paving the driveway/motor court.

**ARTICLE 18.**  
**OUTDOOR PAVING**

18.01. Other exterior paving within view of other Lots, Common Properties, or the golf course referred to herein shall be subject to approval by the Architectural Control Committee. Plain concrete paving may be permitted in areas not visible from other Lots, Common Properties, or the golf course. Asphalt paving is prohibited.

VOL 7048 PG 732

**ARTICLE 19.**  
**FENCES AND WALLS**

19.01. **Materials:** All fences or walls in the Subdivision shall be composed of cement plaster only. Wrought iron and wood fences, or any combination thereof, are prohibited. Natural or cast stone and/or concrete tiles shall be limited to trim and details only. No other materials shall be permitted.

19.02. **Maximum height:** Fences and free-standing walls shall conform in height to the walls/fences of the existing Country Club Villas at The Dominion.

19.03. **Privacy Walls:** Privacy walls may be built on the left and right sides of the property. Privacy walls are encouraged to be integrated with adjoining Dwellings or complementary structures (i.e. lattice/loggias/ pergolas). Free standing walls shall have a designed character that conforms to the existing walls at the Country Club Villas at The Dominion. Privacy walls shall not intrude into the rear yard of any Dwelling.

19.04. **Front yard walls:** Front yard walls are required on each Lot. Front yard wall shall match the location, height and character of the existing Country Club Villas at The Dominion. Wall trim caps and entrance gate posts are required. Detailing and accents are to conform with those on the existing Country Club Villa walls and are to match in color and size. Walls shall be designed to provide a smooth or elegant transition to the adjoining property.

19.05. **Rear yard walls:** Privacy walls at the rear property line are prohibited. Low stucco walls and landscaping walls are required in the rear yard. Low walls and landscaping walls shall match the character of the walls in the rear yards of the existing Country Club Villas at The Dominion. The Architectural Control Committee reserves the right to determine whether submitted design is in conformance.

19.06. **Common Walls:** All privacy walls, low accent walls and landscape walls shall be finished on both sides, to include paint and texture at the time of construction. Owners of adjacent properties may paint and texture their side of the wall.

19.07. **Wall/Fence submission:** All proposal walls/fences are to be submitted to the Architectural Control Committee for review and approval.

**ARTICLE 20.**  
**GATES AND BALUSTRADES**

20.01. **Gates:** All gates shall be of wrought iron, with an appropriate finish.

20.02. **Balustrades:** Wrought iron exterior balustrades and handrails are permitted. Wood balustrades are prohibited.

**ARTICLE 21.**  
**VISUAL ACCESS**

21.01. **Front entries:** The front entrance must be the focal point of each residence, clearly visible from the street. Front porches are especially promoted.

Wood  
Balustrades

VOL 7048 PGT 733

21.02. **Entrance courtyards:** All entrances to Dwellings shall be through an entrance courtyard of character matching the entrance courtyards of the existing Country Club Villas at The Dominion. Fountains in the appropriate style are encouraged in the courtyard.

**ARTICLE 22.**  
**COLOR SELECTIONS**

22.01. **Color Selections:** All exterior colors and materials shall conform to the existing Country Club Villas at The Dominion and shall conform to the specified Architectural Style. Color and Material samples shall be submitted to the Architectural Control Committee for approval.

**ARTICLE 23.**  
**EXTERIOR WALLS OF COVERED STRUCTURES**

23.01. **Plate height:** All exterior walls of a Dwelling which are visible from the Common Properties shall maintain a nine foot (9') minimum plate height at the first floor and a nine foot (9') minimum plate height at the second floor, except as otherwise required under Article 8 hereof, entitled *Building Massing*.

23.02. **Materials:** All exterior walls shall be composed of cement plaster. Wood, stone or cast stone shall be limited to trim and architectural details only. Accent cantera tiles applied consistent with the specified Architectural Style are encouraged. No other materials shall be permitted. Exposed concrete foundation shall be finished with cement plaster to one foot (1') or less from finished grade.

**ARTICLE 24.**  
**ROOFING**

24.01. **Roof Pitch:** Roof pitch shall be 6/12, to match the roof pitch of the existing Country Club Villas at The Dominion.

24.02. **Materials:** The surface of all sloped roofs of Dwellings and outbuildings shall be of clay tile or concrete tile, in either barrel or "S" shapes. Color and size shall conform with the roofing materials of the existing Country Club Villas at The Dominion.

24.03. **Openings:** Skylights and roof vents shall not be visible from the Common Properties or the Golf Course.

24.04. **Chimneys:** Chimneys and/or Turrets are to conform with the approved Architectural Style.

VOL 7048 PPT 734

**ARTICLE 25.**  
**DRAINAGE**

25.01. Drainage shall be controlled to minimize the adverse impact of runoff on adjacent properties.

25.02. Roof drainage devices other than downspouts shall be submitted for review and approval by the Architectural Control Committee.

**ARTICLE 26.**  
**DOORS**

26.01. **Materials:** All exterior doors visible from the Common Properties shall be stained or painted wood, paneled, panned, or any combination thereof. Metal or other alternate materials shall be subject to review and approval by the Architectural Control Committee. "Atrium" doors (French door appearance, with only one leaf operable) are acceptable.

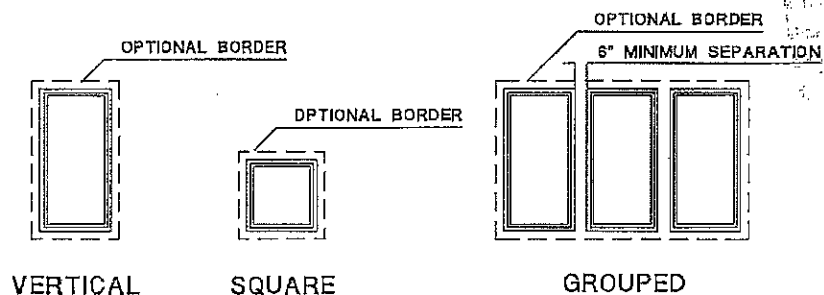
26.02. **Sliding Doors:** Shall be restricted to private areas only, and shall not be permitted where visible from the Common Properties or the Golf Course referred to herein.

**ARTICLE 27.**  
**WINDOWS**

27.01. All window openings shall match or conform to the windows of the existing Country Club Villas at The Dominion. If windows do not match the existing Country Club Villas windows they shall be compatible with specified Architectural style and shall comply with the following criteria:

27.02. No aluminum foil, reflective film, paper, or similar treatment shall be placed on windows or glass doors at any time. All window treatments installed inside each single-family residence shall be made or fashioned so as to appear neutral when viewed from the street.

27.03. **Proportions:** All window openings shall be square or vertical in proportion. Horizontal proportions are not permitted. Clerestory, arched or accent-shaped windows are encouraged. Grouped vertical windows must be separated by at least six inches (6") of wall and limited to three windows unless specifically approved in writing by the Architectural Control Committee.



VOL 7048 PG 1735

27.04. **Recess:** All windows shall be recessed from the surface of the exterior wall.

27.05. **Borders:** Window borders and decorative muntin bars are permitted but not required.

27.06. **Glazing:** All glazing shall be clear or gray tinted with a maximum shading coefficient of 50%. No aluminum foil, reflective film, paper, or similar treatment of a temporary nature shall be placed on windows or glass doors at any time.

27.07. **Glass Block:** The use of glass block shall be restricted to private areas only, and shall not be visible from the Common Properties or from the Golf Course referred to herein.

27.08. **Stained Glass:** Stained glass shall be subject to approval by the Architectural Control Committee which will consider the location, design intent and color choice. Explicit or controversial subjects are not permitted.

27.09. **Shutters and Awnings:** Shutters shall be limited to genuine operable wood shutters. Alternate materials shall be subject to approval by the Architectural Control Committee. Awnings are prohibited.

**ARTICLE 28.**  
**TREE PROTECTION**

28.01. Grading or trenching within the dripline of trees should be minimized and preferably limited to areas away from the center of the tree crown . A qualified arborist or landscape architect shall be consulted when working within the dripline of trees having a minimum caliper of fifteen inches (15").

28.02. A qualified arborist shall also be consulted if overhead branches of major trees interfere with the construction of the Dwelling.

28.03. A four foot (4') construction fence shall be erected at the dripline of major trees and tree groupings. No construction activities including storage of materials or parking of vehicles or equipment shall be allowed within the dripline of tree. Signs, bracing and/or temporary wiring shall not be nailed to any tree.

**ARTICLE 29.**  
**LANDSCAPING**

29.01. Landscaping plans and specifications are subject to review and approval by the Architectural Control Committee, which may require additional plantings if necessary to preserve the general landscaping goals and criteria for the Subdivision. All landscaping must be installed within (90) days from the date of issuance of the Certificate of Occupancy by the Architectural Control Committee.

VOL 7048 PG 1736

29.02. A landscape border of at least five feet (5') shall be required in front of all front yard walls. Planting requirements in this area are to conform to the landscaped borders at the existing Country Club Villas at The Dominion.

29.03. Air-conditioning condensers shall be screened by landscaping.

**ARTICLE 30.**  
**IRRIGATION**

30.01. All single family residential Lots must be irrigated by sprinkler systems designed and installed in accordance with all applicable ordinances and government regulations. Irrigation plans must be submitted in conjunction with the Landscape Plans required herein and must be approved by the Architectural Control Committee. In all such irrigation systems, a pressure-type vacuum breaker or a double-check valve backflow preventer as approved by the City of San Antonio must be installed to prevent contamination of the domestic water supply.

**ARTICLE 31.**  
**EXTERIOR LIGHTING**

31.01. A minimum of two light fixtures shall be required at each Dwelling. Such fixtures shall be mounted upon the gate posts of the front yard walls. The lamps shall be either gas or electric light and shall be activated by a photo-electric cell. No by-pass switch shall be installed for these light fixtures.

31.02. Lighting for exterior landscaping is encouraged, and shall appear subdued and be energy efficient. Exterior lighting plans shall be submitted to the Architectural Control Committee for review and approval.

31.03. Antique fixtures or authentic reproductions of traditional styles are required. Fixtures should be of a similar material and style to the fixtures at the existing Country Club Villas at The Dominion. All other exterior lighting shall be concealed.

**ARTICLE 32.**  
**HOUSE NUMBERING**

32.01. House numbering shall conform in character and location to the existing Country Club Villas at The Dominion. House numbers identifying the address of each single family residence shall be placed by the Owner so as to be readily visible from the street, and shall be illuminated so that the numbers can be easily read from the street at night. House numbering designs and locations shall be submitted to the Architectural Control Committee for review and approval.

VOL 7048 PG 1737

**ARTICLE 33.**  
**SIGNS**

33.01. 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 Committee may establish standardized sign criteria for the Subdivision which permits the displaying of one sign per Lot which is uniform in size, color and permitted location on the Lot, which sign can be used to specifically identify that a particular Lot is for sale or lease; provided, however, that said sign shall not contain the words "For Sale," "For Lease," "Available," or any other similar descriptive words. The Committee specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of the Dwellings on such Lots and a separate set of standards and criteria to apply to such Lots after a Dwelling has first been occupied thereon, and to modify such standards and criteria from time to time. The Declarant may use or authorize the use of signs to advertise the Subdivision during the development, construction and sales period and shall not be subject to the foregoing restrictions on signs.

**ARTICLE 34.**  
**MAINTENANCE**

34.01. Building materials shall not be stored on any Lot except when being employed in construction on such Lot. Any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. All Lots shall be kept at all times sanitary, healthful, attractive and in a safe condition and the accumulation of garbage, trash or rubbish of any kind thereon shall not be permitted.

34.02. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements (or any other reasonable requirements established from time to time by the Association and published to the Owners, for the purpose of maintaining a sanitary, healthful and attractive Subdivision or for the purpose of complying with any of the maintenance requirements as provided in Section 2, Article VIII of the Umbrella Declaration) then, in such event, the Declarant or the Association may specifically enforce those provisions as provided in Section 2, Article VIII (and other parts) of the Umbrella Declaration, and those enforcement provisions contained herein. Declarant or the Association may also, at their option, remove any garbage, trash or rubbish situated on a Lot in violation of this covenant and make or repair Improvements as needed. The Owner of any such Lot shall be obligated to reimburse Declarant or the Association for the cost of any such maintenance or removal or repair upon demand. The Association's right to reimbursement shall be secured by the lien provided in Article 54 below.

34.03. In the event that the Association incurs an expense due directly to the negligence, willful conduct, or violation of a covenant contained herein or in the Umbrella Declaration, or additionally, if the need for maintenance or repair to the Common Properties or the exterior maintenance is caused by the willful or negligent act of an Owner or such Owner's family, tenants, guests or invitees, the expense incurred and/or the cost of such maintenance or repair shall be the responsibility of such Owner and such Owner shall reimburse the Association for such costs by the

VOL 7048 PG 738



"due date" specified on the Association's invoice for same. The Association's right to reimbursement shall be secured by the lien provided in Article 54 below.

34.04. Each Owner, at his sole expense, shall maintain and keep in good repair all Improvements, landscaping, and all other exterior features of the property. If the Owner fails to maintain and keep in repair the Improvements to his Lot as hereinabove provided, the Association may give written notice thereof to such Owner and, if such Owner fails to cure such default within thirty (30) days thereafter, the Association shall have the right to perform such maintenance and the Owner shall reimburse the Association for such costs by the "due date" specified on the Association's invoice for same. The Association's right to reimbursement for such maintenance and repairs shall be secured by the lien provided in Article 54 below.

34.05. Any exterior repair to the Dwellings or Improvements shall be identical to or substantially similar to the original plans and specifications for such Dwellings and Improvements. In the event identical materials, fixtures, hardware and/or equipment are unavailable for use in the repair, the Owner shall obtain the approval of the Architectural Control Committee prior to initiating such repair or replacement.

34.06. The Association and its designees shall have the right to enter upon a Lot, and each Owner *upon acceptance of his or her deed to a Lot governed by this Declaration* grants and conveys to the Association an easement to enter on and upon such Owner's Lot at any time and from time to time as may be reasonably necessary for the purpose of performing the maintenance contemplated in this Article.

**ARTICLE 35.**  
**UTILITY EASEMENTS**

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

VOL 7048 PG 1739

**ARTICLE 36.**  
**OUTSIDE PARKING AND STORAGE OF VEHICLES, ETC.**

36.01. No motorcycle, bicycle, golf cart, trailer, tent, boat, recreational vehicle or stripped down, wrecked, unlicensed, junked or inoperable vehicle, equipment or machinery of any sort shall be kept, parked, stored or maintained on any portion of the Subdivision unless completely enclosed within the garage of the Dwelling. No vehicles belonging to or used by Owners, their resident family members, or tenants shall be parked in the Common Properties, except that one (1) such vehicle may be parked in areas designated thereon as parking spaces after application for a parking decal from the Association and (after receipt of same) its affixation to the selected vehicle. All other designated parking spaces in the Common Properties are reserved for the use of the Owners' guests, who shall be defined as persons who are visiting the Owners for less than a 24-hour period, or who may be residing in the Dwelling contemporaneously with the Owners thereof for fewer than 75 days out of any consecutive 90 day period. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot or any of the Common Properties unless completely enclosed within the Garage of the Dwelling, or unless such vehicle is temporarily parked for the purpose of serving a Lot or Dwelling. The Board of Directors of the Association is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment and other property, as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Owners; provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions set forth in this Article 36.

**ARTICLE 37.**  
**NUISANCES/INSURANCE HAZARD**

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

37.02. No Owner shall do any act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Dwellings or their Owners. No blasting shall be conducted on any Lot.

37.03. No exterior lighting of any sort shall be installed or maintained on a Lot, except for those fixtures installed by the Declarant or the Association.

37.04. No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms) shall be placed or used upon any Lot.

37.05. Nothing shall be done on any Lot or on the Common Properties which could result in the increase of fire or casualty insurance premiums thereon or the cancellation of such insurance.

VOL 7048 PG 1740

**ARTICLE 38.**  
**GARBAGE AND REFUSE DISPOSAL;**  
**TRASH RECEPTACLE AREAS**

38.01. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall at all times be kept in a screened receptacle area constructed of the same materials as exterior walls of the Dwelling with a solid gate, meeting the standards and criteria established by the Architectural Control Committee, and in no event shall any garbage or trash containers be placed on any Lot within the view of any street or other Lot. No trash, ashes or other refuse may be thrown, dumped or burned on any vacant Lot, greenbelt or other area in said subdivision.

**ARTICLE 39.**  
**ANIMALS**

39.01. No sheep, goats, horses, cattle, swine, poultry, snakes, livestock or other animals of any kind shall ever be raised, kept, bred or harbored on any portion of the Subdivision, except that dogs, cats or other common household pets not to exceed a total of three (3) animals may be kept, provided that no more than one animal may exceed 50 pounds and provided further that they are not kept, bred or maintained for any commercial purposes. All pets shall, at all times, be restrained or controlled by a leash, rope or similar restraint or a basket, cage or other container, except when they are confined within the boundaries of a Dwelling. Any such basket, cage or other container shall not be readily visible from the street or any other lot.

**ARTICLE 40.**  
**OIL AND MINING OPERATIONS**

40.01. 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.

**ARTICLE 41.**  
**INDIVIDUAL**  
**WATER AND SEWAGE SYSTEMS**

41.01. 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.

VOL 7048 PG 1741

**ARTICLE 42.**  
**RADIO OR TV ANTENNA**  
**SOLAR PANELS**

42.01. No radio or television aerial wires, towers, antennae, discs, satellite dishes, solar panels 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 Committee which shall have the authority to disapprove the installation of same, and in no event shall the same, or any portion thereof, be visible from the street or any other Lot.

**ARTICLE 43.**  
**DRAINAGE EASEMENTS**

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

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

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

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

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

place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

43.02. 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 Committee, the Association and/or Declarant, and the Committee, the Association and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions.

VOL 7048 PAGE 2

**ARTICLE 44.**  
**MAIL BOXES**

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

**ARTICLE 45.**  
**ATHLETIC FACILITIES**

45.01. No tennis courts, basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed on any Lot in the Subdivision.

**ARTICLE 46.**  
**FIREARMS, PROJECTILES, AND WEAPONS**

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

**ARTICLE 47.**  
**CLUB/OWNER RELATIONS**

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

VOL 7048 PG 1743

**ARTICLE 48.**  
**JURISDICTION AND COOPERATION**

48.01. It is the Declarant's intention that the Association and the owner(s) and/or managers of the Club cooperate to the maximum extent possible in the operation of the Subdivision and the Club. Each shall reasonably assist the other in upholding rules and regulations as set from time to time. The Association shall have no power to promulgate rules and regulations affecting activities on or use of the Club without the prior written consent of the owner(s) and/or managers of the Club.

**ARTICLE 49.**  
**SUBDIVISION OF LOTS**

49.01. No further subdivision of platted Lots in the Subdivision shall be permitted. Lots may be combined, however, pursuant to Article III, Section 10 of the Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, *as amended* by an instrument of amendment filed at Volume 4852, Page 0556 of the Real Property Records of Bexar County, Texas.

**ARTICLE 50.**  
**WAIVER AND LACHES**

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

**ARTICLE 51.**  
**TERM**

51.01. The foregoing covenants are made and adopted to run with the land and shall be binding upon Declarant, its successors and assigns, and all persons claiming under them, and all subsequent Owners of Lots located within the Subdivision for a term beginning on the date this Declaration is recorded and continuing through and including December 31, 2017, after which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the Owners of legal title to seventy percent (70%) of the Lots (exclusive of the Common Properties) has been recorded agreeing to change said covenants in whole or in part, or to revoke them. No person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or

VOL 7048 PG 744

their ownership of the Lots located within the Subdivision involved in such breach. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this Declaration, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

**ARTICLE 52.**  
**ENFORCEMENT**

52.01. If the parties hereto, or any of them, or their heirs, successors, lessees or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning real property situated in the Subdivision, Declarant or the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violations. Declarant, for itself, its successors or assigns, reserves the right to enforce these protective covenants, though it may have previously sold and conveyed all Lots. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any restriction herein contained.

**ARTICLE 53.**  
**INVALIDATION**

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

**ARTICLE 54.**  
**LIENS AND NONJUDICIAL FORECLOSURE**

54.01. To secure the payment of maintenance 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 maintenance assessments or reimbursements when due, or if an Owner fails to perform any of the Obligations under or maintain any condition required by this Declaration, the Association may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner on demand for any sums so advanced, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate. The sum to be reimbursed shall be secured by this Special Deed of Trust.

54.02. 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:

VOL 7048 PGT 745

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

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

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

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;

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

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

1. expenses of foreclosure, including a commission to Trustee of five percent (5%) of the successful bid;
2. to the Association, the full amount advanced, attorney's fees, and other charges due and unpaid;
3. any amounts required by law to be paid before payment to the Owner; and
4. to the Owner, any remaining balance.

54.04. Christopher J. Weber, Attorney at Law, is appointed Trustee for the purpose of enforcing the covenants, conditions and restrictions imposed by this Declaration, and also for the collection of maintenance assessments. The Association, as Beneficiary, may appoint a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein, by filing an appropriate designation of substitute trustee among the Real Property Records of Bexar County, Texas.

54.05. 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.

54.06. It is the intent of the provisions of this Article 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,

VOL 7048 PGT 746



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.

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

**ARTICLE 55.**  
**ASSESSMENTS BY AWARD OR JUDICIAL DECREE**

55.01. In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the decree shall also constitute an assessment, which shall likewise run with the land, and which shall have the same priority as the lien created in Article 54 herein. Failure to pay assessments imposed under this Article shall constitute an event which may give rise to the remedies provided in Article 54 herein.

**ARTICLE 56.**  
**RESERVATION OF RIGHTS**

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

**ARTICLE 57.**  
**AMENDMENT**

57.01. At any time the Owners of the legal title to seventy percent (70%) of the Lots (exclusive of the Common Properties) may amend the restrictions and covenants set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Bexar County, Texas; except that, prior to January 1, 1999, no such amendment shall be valid or effective without the written joinder of Declarant, unless Declarant specifically waives this requirement by a written recorded instrument.

VOL 7048 PAGE 747

**ARTICLE 58.**  
**NOTICE BY ASSOCIATION**

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

**ARTICLE 59.**  
**TITLES**

59.01. 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 60.**  
**INTERPRETATION**

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

**ARTICLE 61.**  
**OMISSIONS**

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

**ARTICLE 62.**  
**GENDER AND GRAMMAR**

62.01. 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.

VOL 7048 P81748

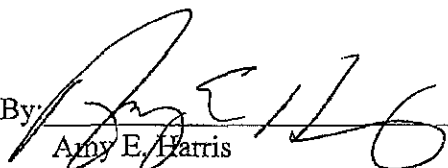
EXECUTED this the 1st day of April, 1997.

**"DECLARANT"**

**INTCO-DOMINION PARTNERSHIP**, Texas general partnership

By: **INTCO PROPERTIES II L.P.**, a Texas limited partnership, its managing general partner

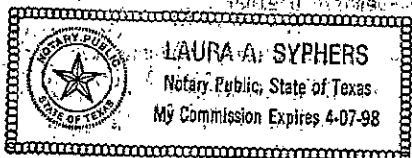
By: **INTCO INVESTMENTS OF TEXAS, INC.**, a Texas corporation, its general partner

By:   
Amy E. Harris  
Authorized Representative

THE STATE OF TEXAS §

COUNTY OF BEXAR §  
BEXAR COUNTY, TEXAS  
CLERK OF COURTS, COUNTY CLERK

This instrument was acknowledged before me on the 1st day of April, 1997, by **AMY E. HARRIS**, Authorized Representative of **INTCO INVESTMENTS OF TEXAS, INC.**, a Texas corporation, as general partner of **INTCO PROPERTIES II L.P.**, a Texas limited partnership, as managing general partner of **INTCO-DOMINION PARTNERSHIP**, a Texas general partnership, on behalf of said corporation, said limited partnership and said general partnership.



  
NOTARY PUBLIC, State of Texas

After Recording, Return to:

Christopher J. Weber, L.L.C.  
8118 Datapoint Drive  
San Antonio, TX 78229-3268  
(210) 614-6400  
(210) 614-6401 (FAX)

Ms. Susan Wright  
The Dominion Homeowner's Association  
Ten Dominion Drive  
San Antonio, TX 78257

VOL 7048 P&T 749