

**SCANNED**

**SECTION DECLARATION OF PROTECTIVE COVENANTS**

**FOR**

**THE RENAISSANCE AT THE DOMINION, UNIT- 3**

**THE DOMINION PLANNED UNIT DEVELOPMENT**

TABLE OF CONTENTS

	Page
Article 1. Umbrella Declaration and Common Properties .....	1
Article 2. Definitions .....	2
Article 3. Use .....	2
Article 4. Size of Dwelling .....	3
Article 5. Outbuilding Requirements .....	3
Article 6. Masonry Requirements .....	3
Article 7. Fences .....	4
Article 8. Driveways .....	4
Article 9. Temporary Structures .....	5
Article 10. Signs .....	5
Article 11. Utility Easements .....	6
Article 12. Outside Parking and Storage of Vehicles .....	6
Article 13. Nuisances .....	7
Article 14. Garbage and Refuse Disposal; Trash Receptacle Areas .....	7
Article 15. Animals .....	7
Article 16. Oil and Mining Operations .....	8
Article 17. Individual Water and Sewage Systems .....	8
Article 18. Radio or TV Antenna Solar Panels .....	8
Article 19. Drainage Easements .....	8

Article 20. Mail Boxes.....	9
Article 21. Athletic Facilities.....	9
Article 22. Garages.....	10
Article 23. Roofs.....	10
Article 24. Yard Lights.....	10
Article 25. Numbering.....	11
Article 26. Window Treatment.....	11
Article 27. Burglar and Fire Alarms.....	11
Article 28. Setback Lines.....	11
Article 29. Height Limitations.....	12
Article 30. Irrigation.....	12
Article 31. Guttering.....	13
Article 32. Tree Protection.....	13
Article 33. Landscaping.....	13
Article 34. Firearms, Projectiles and Weapons.....	14
Article 35. Subdivision or Combination of Lots.....	14
Article 36. Sidewalks.....	14
Article 37. Term.....	14
Article 38. Enforcement.....	15
Article 39. Invalidation.....	15
Article 40. Prior Liens.....	15
Article 41. Reservation of Rights.....	16
Article 42. Amendment.....	16

Article 43. Notice .....	16
Article 44. Titles .....	17
Article 45. Interpretation .....	17
Article 46. Omissions .....	17
Article 47. Gender and Grammar.....	17

**SECTION DECLARATION OF PROTECTIVE COVENANTS  
FOR  
THE RENAISSANCE AT THE DOMINION, UNIT- 3  
THE DOMINION PLANNED UNIT DEVELOPMENT**

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

THAT **INTCO-DOMINION PARTNERSHIP**, a Texas general partnership ("Declarant"), being the owner of all of the lots situated within that certain subdivision known as "**THE RENAISSANCE AT THE DOMINION, UNIT- 3**," which is a part of **THE DOMINION PLANNED UNIT DEVELOPMENT**, according to the map or plat of said subdivision recorded in Volume 9599, Pages 164 & 165, of the Deed and Plat Records of Bexar County, Texas (the "Subdivision"), and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the Subdivision, does hereby adopt and establish the following section restrictions and covenants to run with the land and to apply in the use, occupancy and conveyance of the 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 be to controlling over content):

**Article 1.  
Umbrella Declaration and Common Properties**

1.1 The Subdivision is subject to that certain 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").

1.2 This Section Declaration is subject to the Umbrella Declaration.

1.3 Common Properties situated within the Subdivision shall be deeded in fee to the Association as soon as the following conditions have been met:

- (a) In excess of fifty percent (50%) of the Lots in the Subdivision are subject to assessments payable to the Association pursuant to the Umbrella Declaration; and
- (b) The Association has verified that all Improvements made by Declarant to the Common Properties are in a state of good repair.

1.4 Prior to the satisfaction of the requirements in Sections 1.3(a) and 1.3(b) above, the Association shall have absolutely no responsibility for the maintenance, upkeep or repair of the Common Properties. Thereafter, the Association shall be responsible for the maintenance, upkeep and repair of the Common Properties and Improvements thereon situated within the Subdivision. Prior to the time the Association's responsibility begins, Declarant shall provide evidence satisfactory to the Association that all Common Properties and Improvements thereto have been maintained properly and are in a state of good repair. Declarant shall complete all Improvements to the Common Properties required by applicable governmental authorities before deeding the Common Properties to the Association.

## **Article 2. Definitions**

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

2.1 "Dwelling" shall mean and refer to a single-family residence and its attached or detached garage situated upon a Lot.

2.2 "Lot" shall mean any lot on the recorded subdivision plat of the Subdivision with the exception of the Common Properties or with the exception of Lots not for single-family dwelling use as depicted on the subdivision plat of the Subdivision.

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

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

The terms "Association," "Committee," "Common Properties," "Declarant" and "Improvements," as well as any other capitalized terms not otherwise defined herein, shall have the same meaning as defined in the Umbrella Declaration.

## **Article 3. Use**

3.1 All Lots in the Subdivision 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 Dwellings on adjacent Lots.

3.2 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 and the Owner's family; guests, tenants and servants, and uses directly incidental thereto.

3.3 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 to be erected and shall not be placed on the street or between the curb and the Lot line. Once construction is commenced, construction shall be diligently pursued to the end that the Improvements are not left in an unfinished condition any longer than is reasonably necessary.

#### **Article 4. Size of Dwelling**

4.1 The total floor area of each Dwelling shall be not less than two thousand seven hundred fifty (2,750) square feet if one (1) story and three thousand three hundred (3,300) square feet if more than one (1) story. These areas shall be exclusive of open porches, breezeways, carports, garages and other outbuildings or areas of similar nature which are typically not air-conditioned.

#### **Article 5. Outbuilding Requirements**

5.1 Every outbuilding, inclusive of such structures as a storage building, servant's 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.

#### **Article 6. Masonry Requirements**

6.1 The exterior walls of each Dwelling shall be at least seventy-five percent (75%) by area composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all walls, exclusive of door, window and similar openings. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in the San Antonio, Texas building community as masonry. Notwithstanding the foregoing, the Committee is empowered to waive this masonry requirement if, in its sole discretion, such waiver is advisable in order to

accommodate a unique or advanced building concept, design or material, or to comply with historical authenticity standards of period architecture, and the resulting structure will not detract from the general appearance of the neighborhood.

## **Article 7. Fences**

7.1 All fences or walls in the Subdivision shall be of the following compositions:

- (a) All masonry; or
- (b) All wrought iron; or
- (c) Any combination of wrought iron or masonry; or
- (d) Any other material that in the sole discretion of the Committee is compatible with the style of the Dwelling and the surrounding Dwellings and habitat. No wood or chain-link fences will be permitted.

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

7.3 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above roadways shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended. The same sight line limits shall apply on any Lot within ten feet (10') from the intersection of street property lines with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at a sufficient height to prevent obstruction of such sight lines.

7.4 No fence shall be higher than six feet (6') in height from average finished grade.

## **Article 8. Driveways**

8.1 All driveways and other hard surfaces shall be surfaced with concrete, brick, stone or other similar hard surfaced material. All concrete finished driveways and



other hard surfaces must have a pebble finish, exposed aggregate surface or Bomanite type textural surface. No smooth finish concrete driveways or other hard surfaces are permitted. No asphalt driveways will be permitted.

8.2 The driveway entrance off of Eton Green Drive leading to the garage on Lot 1, Block 24 shall be required to be located on the west side of the Lot. Lot 3, Block 26 may have a driveway entrance off of Eton Green Drive leading to the garage. No other Lot shall have a driveway on Eton Green Drive which leads to a garage.

### **Article 9. Temporary Structures**

9.1 No structures of a temporary character – trailer, tent, shack, garage, barn or other outbuildings – shall be used on any Lot at any time as a Dwelling, either temporarily or permanently. No trailer, camper, recreational vehicles or similar vehicles shall at any time be connected to utilities situated within the Lot. No Dwelling previously constructed elsewhere may be moved on any Lot in the Subdivision controlled by this Section Declaration. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a Dwelling, either temporarily or permanently, and further, specifically includes a mobile home or recreational vehicle upon which the wheels have been left attached. Notwithstanding the other provisions of this Section Declaration, the Committee may, in its sole discretion, allow temporary structures to be used as construction offices during the construction of Improvements on a Lot.

### **Article 10. Signs**

10.1 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 (1) sign per Lot which is uniform in size, color and permitted location of 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 similar descriptive words. The Committee specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of a Dwelling on a Lot and a separate set of standards and criteria to apply to such Lots after a Dwelling has first been occupied thereon, and to modify such standards and criteria from time to time. Signs used by Declarant to advertise the Property during development, construction and sales period shall be permitted irrespective of the foregoing.

**Article 11.**  
**Utility Easements**

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

**Article 12.**  
**Outside Parking and Storage of Vehicles**

12.1 No trailer, tent, boat, recreational vehicle or stripped down, wrecked, junked or wholly inoperable vehicle, equipment or machinery of any sort shall be kept, parked, stored or maintained on any portion of the Lot unless completely enclosed within the garage of the Dwelling. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot.

12.2 The Association is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment and other property both on the Lots and the Common Properties 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 of use set forth in this Section 12.2.

**Article 13.  
Nuisances**

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

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

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

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

**Article 14.  
Garbage and Refuse Disposal;  
Trash Receptacle Areas**

14.1 No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or 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 Committee, and in no event shall any garbage or trash containers be placed on any Lot within the view of any street or other Lot. No trash, ashes or other refuse may be thrown, dumped or burned on any vacant Lot, greenbelt or other area in the Subdivision.

**Article 15.  
Animals**

15.1 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] adult animals) (adult animals for the purposes of this Section Declaration 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 Dwelling or Lot upon which same is located, be restrained or controlled by a leash, rope or similar restraint or a basket, cage or other container. Any such basket, cage or other container shall not be readily visible from the street.

**Article 16.  
Oil and Mining Operations**

16.1 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 17.  
Individual Water and Sewage Systems**

17.1 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.

**Article 18.  
Radio or TV Antenna Solar Panels**

18.1 No radio or television aerial wires, towers, antennae, discs, satellite dishes or other special television or cable apparatus or equipment shall be erected, installed or placed on any Lot without the prior written approval of the Committee. The Committee 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 19.  
Drainage Easements**

19.1 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 the 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:

- (a) 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
- (b) 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
- (c) 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
- (d) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
- (e) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon drainage easements, either on a temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Article 19 shall in no event be deemed or construed to impose liability of any nature on the Committee, Declarant, and/or the Association shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article 19 shall in no way affect any other recorded easement in the Subdivision.

**Article 20.  
Mail Boxes**

20.1 Centralized mailboxes shall be provided as part of the Common Properties located in the mail pavilion near the intersection of Eton Green Drive and Brenthurst Lane. No other mailboxes shall be erected or maintained within the Subdivision.

**Article 21.  
Athletic Facilities**

21.1 No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed on any Lot in the Subdivision where same would be readily visible from the street. Basketball goals and backboards must have black poles and clear acrylic backboards. No tennis courts shall be permitted on any Lot in the Subdivision.

**Article 22.  
Garages**

22.1 A garage able to accommodate at least two (2) but not more than four (4) automobiles must be constructed and maintained for each Dwelling. The entrance to any front entry garage must be a minimum of twenty feet (20') behind the front building wall of the Dwelling so that a minimum of two (2) vehicles may be parked outside the garage, it being the intent that no vehicles be parked in a driveway forward of the front building wall of the Dwelling other than those service vehicles temporarily parked for the purpose of serving such Lot. Garages must be setback a minimum of ten feet (10') feet from the side Lot line, if one (1) story. In the event a garage has a second (2<sup>nd</sup>) story containing area available for living quarters, such second (2<sup>nd</sup>) story of the garage must be set back a minimum of fifteen feet (15') from the side Lot line. Garage door openers shall be required for all garages. Interior walls of all garages must be finished (i.e. taped, bedded and painted as a minimum). No garage shall be permitted to be used or enclosed for living purposes, but must be maintained for storage of automobiles and other vehicles and related purposes.

22.2 Garage doors shall not face Eton Green Drive unless properly screened with landscaping or improvements which are acceptable to the Committee.

**Article 23.  
Roofs**

23.1 The surface of all roofs of principal and secondary structures shall be of slate, stone, concrete tile, clay tile or metal with standing seams. No composition roofs shall be permitted.

23.2 A sample of all roofing material must be submitted to the Committee for approval based on quality, color and compatibility with other structures in the Subdivision prior to the installation thereof.

**Article 24.  
Yard Lights**

24.1 Each Owner shall construct (at the same time that the Dwelling is constructed) a yard light, which shall be a freestanding lamp post with a lamp fixture affixed at the top. The lamp shall be activated by a photo-electronic type timer, which turns the light on at sundown and off at sunrise, or a gas light. The Committee shall

determine the maximum height and location of the lamp post. No by-pass switch shall be installed for the yard light.

**Article 25.  
Numbering**

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

**Article 26.  
Window Treatment**

26.1 No aluminum foil, reflective film, paper or similar treatment shall be placed on windows or glass doors at any time.

**Article 27.  
Burglar and Fire Alarms**

27.1 Each Dwelling constructed on a Lot shall be pre-wired for perimeter burglar and fire alarms systems covering all exterior doors, entries and windows and such type, number and location of smoke detectors as stipulated by the ordinances and/or building codes of the City of San Antonio then in effect. The Committee may establish, from time to time, minimum standards for such burglar alarm systems and smoke detectors and shall, at such time, make the same available to Owners and may disapprove any plans and specifications not conforming to this provision or such standards.

**Article 28.  
Setback Lines**

28.1 In no event shall any Dwelling or other structure be constructed, placed or maintained within twenty-five feet (25') of the front boundary of a Lot, within twenty feet (20') of the rear boundary of a Lot, (except for Lot 10, Block 24 which shall have a setback line of twelve feet (12') from its rear boundary), or within ten feet (10') to each of the side boundaries of such Lot (unless the Lot is a corner Lot described below). In addition, the following corner Lots in the Subdivision will also have a twenty-five foot (25') setback line from both the front street and side street:

Lot 6, Block 23  
Lot 2, Block 24  
Lot 11, Block 24

Lot 4, Block 26  
Lot 1, Block 27  
Lot 3, Block 25

Lot 1, Block 25  
Lot 4, Block 25  
Lot 2, Block 26

28.2 Additional setback line restrictions are applicable to garages (as set forth in Article 22 above). Notwithstanding the foregoing, Owners shall not be permitted to construct any structure within twenty-five feet (25') of the side boundary line adjacent to Eton Green Drive; and fences shall not be permitted closer than ten feet (10') to the side Lot line adjacent to Eton Green Drive. Outbuildings shall be permitted within ten feet (10') of the rear boundary of a Lot provided that such outbuilding does not contain any living space. Should such outbuilding contain living space, such outbuilding shall be required to be a minimum of twenty feet (20') from the rear Lot line. Setback line requirements herein specified may be waived by the Committee in order to save trees, to promote a unique or advanced building concept or design, or to take into account special or extraordinary characteristics of the Lot or the plan of the Dwelling to be constructed thereon, but only in the event such waiver will not, in the sole opinion of the Committee, result in or cause a detriment to adjoining Lots or damage the serenity and beauty of the natural or built surroundings. Outbuildings, provided they do not exceed one (1) story in height nor contain livable area, may be placed as close as ten feet (10') to a rear Property line. The eaves of buildings, fireplaces and steps shall not be deemed to be a part of a structure, but covered porches shall be deemed to be a part of a structure for the purpose of this Section Declaration. However, in no case should an Improvement other than landscaping or a fence be permitted closer than five feet (5') from a Lot line. Any Owner of one or more adjoining Lots may consolidate such Lots into one (1) single-family residence site, with the privilege of placing or constructing Improvements on such resulting site, in which case, setback lines shall be measured from the resulting side Lot lines rather than from the Lot lines as indicated on the plat or in this Section Declaration. Such consolidation is limited as provided in Article 35 hereof.

#### **Article 29. Height Limitations**

29.1 The maximum height of any Dwelling in the Subdivision shall be thirty-five feet (35') when measured from the top of the roof ridge to the average finished grade of the Lot. Towers, if any shall be designed to respect the privacy of Owners of adjacent Lots. Any variance from these limitations shall be at the sole discretion of the Committee, it being the Committee's intention to leave views unobstructed as much as practicable.

#### **Article 30. Irrigation**

30.1 All Lots must be irrigated by sprinkler systems approved by the Committee and in accordance with the irrigation plan approved by the Committee. In all such systems, a pressure type vacuum breaker or a double check valve backflow preventer



as approved by the City of San Antonio must be installed to prevent contamination of the domestic water supply for the Subdivision. All sprinkler systems must be designed and installed in accordance with all applicable ordinances or government regulations.

**Article 31.  
Guttering**

31.1 All Dwellings must be guttered with downspouts being so situated as to minimize adverse drainage consequences for adjoining Lots.

**Article 32.  
Tree Protection**

32.1 Trees on any individual Lot will potentially be enjoyed by and benefit all residents in the Subdivision and consequently it is Declarant's intent to retain the overall character of the tree massing in the Subdivision. To prevent the unnecessary damage or death to existing trees, the Owner, his architect and/or builder is encouraged to refer to and follow the tree care and protection procedures as promulgated from time to time by the Committee.

**Article 33.  
Landscaping**

33.1 Any landscaping required by the plans and specifications approved by the Committee must be fully installed on a Lot within ninety (90) days from the first occupancy of the Dwelling situated on such Lot in accordance with the landscape plan approved by the Committee. All Owners of Lots in the Subdivision shall be required to plant a minimum of either three (3) six inch (6") caliper trees or four (4) four inch (4") caliper trees, all of which shall be a minimum of ten feet (10') in height and must be either oak, cedar-elm, bald cypress, pecan, mountain laurel, persimmon, condalia or bumelia, or a combination thereof. The location, size and type of tree must be identified on the landscape plan and shall be subject to the approval of the Committee. In view of the major emphasis placed by Declarant and the Committee on landscaping, the Committee expressly reserves the right to require the landscape plan to include the planting of additional trees by an Owner if in the opinion of the Committee such trees are necessary to preserve the general landscaping goals and criteria for the Subdivision as a whole. No more than ten percent (10%) in area of the front yard area of any Lot, excluding driveways and sidewalks, may be covered by rock material other than vegetation except for such sidewalks and driveways as have been approved by the Committee.

**Article 34.**  
**Firearms, Projectiles and Weapons**

34.1 The discharge of any firearm, including BB guns and pellet guns, 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, use of any bow and arrow, slingshot or other launching or catapulting device is prohibited.

**Article 35.**  
**Subdivision or Combination of Lots**

35.1 No further subdivision of any Lots shall be permitted. An Owner may, however, combine or integrate two (2) adjoining Lots into one (1) Dwelling and landscaped area or three (3) adjoining Lots into two (2) Dwellings and landscaped areas at the time any of said Lots are first improved.

**Article 36.**  
**Sidewalks**

36.1 Each Owner agrees to construct a sidewalk, which will meet standards established by the Committee, at their own cost and expense, if the same shall be required by any applicable governmental authority.

**Article 37.**  
**Term**

37.1 The foregoing covenants are made and adopted to run with the land and shall be binding upon Declarant and its successors and assigns and all persons claiming under them and all subsequent Owners for a term beginning on the date of this Section Declaration is recorded and continuing through and including January 1, 2033, after which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the Owners of the Lots within the Subdivision controlled by these covenants has been recorded agreeing to change said covenants in whole or in part, or to revoke them; provided that no person or corporation shall be liable for breach of these covenants and restrictions in respect to breaches occurring or committed during its, his or their ownership of the Lots located within the Subdivision involved in such breach. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this Section Declaration, but whether or not such reference is made each and all of such restrictive covenants shall be valid and binding upon respective grantees.

**Article 38.  
Enforcement**

38.1 If the parties hereto, or any of them, or their heirs, successors, lessees or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning real property situated in the Subdivision controlled by these covenants or Declarant, or its assigns, or the 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, controlled by this Section Declaration. 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 39.  
Invalidation**

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

**Article 40.  
Prior Liens**

40.1 IT IS SPECIFICALLY PROVIDED THAT A VIOLATION OF THIS SECTION DECLARATION, OR ANY ONE OR MORE OF THE PROVISIONS HEREIN, SHALL BE ENFORCEABLE BY THE PROVISIONS HEREIN AND ANY PROVISIONS CONTAINED IN THIS SECTION DECLARATION, 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 ATTORNEYS' 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 PROPERTY. THE AFORESAID LIEN SHALL BE SUPERIOR TO ALL OTHER LIENS AND CHARGES AGAINST THE PROPERTY, EXCEPT ONLY FOR TAX LIENS AND ALL SUMS UNPAID ON FIRST LIEN MORTGAGE OR FIRST DEED OF TRUST LIEN 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. 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 PROCEEDINGS, WHETHER JUDICIAL OR NON-JUDICIAL, THE OWNER SHALL BE REQUIRED TO PAY THE COSTS, EXPENSES AND ATTORNEYS' 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 41.  
Reservation of Rights**

41.1 Declarant shall have and reserves the right at any time and from time to time, with the joinder or consent the Association of any other party to amend this Section Declaration or any future 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 such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Section Declaration and shall not materially impair or affect the vested property or other rights of any Owner or his mortgagee.

**Article 42.  
Amendment**

42.1 At any time the Owners of the legal title to seventy percent (70%) of the Lots within the Subdivision may amend this Section Declaration by filing an instrument containing such amendment in the office of the County Clerk of Bexar County, Texas; except that, prior to January 1, 2013, no such amendment shall be valid or effective without written joinder of Declarant, unless Declarant specifically waives this requirement by a written recorded instrument.

**Article 43.  
Notice**

43.1 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 member 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 44.  
Titles**

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

**Article 45.  
Interpretation**

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

**Article 46.  
Omissions**

46.1 If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause or sentence or provision appearing in this Section Declaration shall be omitted therefrom, 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 47.  
Gender and Grammar**

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

EXECUTED this the 7<sup>th</sup> day of JANUARY, 2004.

DECLARANT:

INTCO-DOMINION PARTNERSHIP, a Texas general partnership

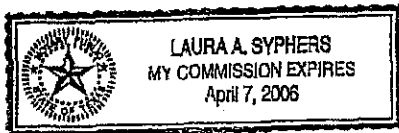
By: INTCO PROPERTIES III L.P., a Texas limited partnership, as Managing Partner

By: INTCO PROPERTIES G.P. III, INC., a Texas corporation, as General Partner

By: [Signature]  
Larry W. Slayter, Vice President

THE STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 7<sup>th</sup> day of January, 2004, by LARRY W. SLAYTER, Vice President of INTCO PROPERTIES G.P. III, INC., a Texas corporation, as General Partner of INTCO PROPERTIES III L.P., a Texas limited partnership, as Managing Partner of INTCO-DOMINION PARTNERSHIP, a Texas general partnership, on behalf of said corporation, said limited partnership and said general partnership.



[Signature]  
NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:

RICK TRIPLETT, ESQ.  
GRAVES, DOUGHERTY, HEARON & MOODY, P.C.  
POST OFFICE BOX 98  
AUSTIN, TX 78767-0098

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Book 10511 Page 2301

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

JAN 07 2004



*Gerry Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20040003496  
# Pages 23  
01/07/2004 02:54:59 PM  
Filed & Recorded in  
Official Records of  
BEXAR COUNTY  
GERRY RICKHOFF  
COUNTY CLERK  
Fees \$58.00

