

SCANNED

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

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

WITNESSETH:

WHEREAS, INTCO-DOMINION PARTNERSHIP, a Texas general partnership ("Declarant"), executed that one certain Section Declaration of Protective Covenants for The Renaissance at The Dominion, Unit-3 recorded in Volume 10511, Pages 2280-2302, Official Public Record of Real Property of Bexar County, Texas (the "Declaration"); and

WHEREAS, Declarant and the Owners executing this First Amendment to the Section Declaration of Protective Covenants for The Renaissance at The Dominion, Unit-3 (this "Amendment"), hold legal title to more than seventy percent (70%) of the Lots and, pursuant to Section 42.1 of the Declaration, wish to amend the Declaration as set forth below;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Recording Correction. The recording information for the plat of the Subdivision in the first paragraph of the Declaration is hereby corrected to be Volume 9559, Pages 164-165, Deed and Plat Records of Bexar County, Texas.

2. Private Street. Section 1.3 of the Declaration is amended to add the following sentence at the end of the Section:

"Lot 3, Block 27 is a private street and a Common Property which will be deeded to the Association in accordance with this Section 1.3 and Section 1.4 below."

3. Definitions. Section 2.1 of the Declaration is hereby amended to read in its entirety as follows:

4.

"2.1 " Dwelling" shall mean and refer to each structure situated upon a Lot which contains any living space and all two (2) story structures situated upon a Lot."

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A new Section 2.5 is hereby added to read in its entirety as follows:

"2.5 "Outbuilding" shall mean all structures other than Garages which have enclosed space but do not contain any living space."

A new Section 2.6 is hereby added to read in its entirety as follows:

"2.6 "Garages" shall mean both the portion of a Dwelling which is intended to house automobiles and any other one (1) story structure not part of a Dwelling which is intended to house automobiles."

5. Use. Section 3.1 is hereby amended to read in its entirety as follows:

"All Lots in the Subdivision except the Common Properties shall be used for single-family residential purposes only. One (1) main single-family Dwelling per Lot shall be permitted, together with accessory structures incidental thereto, including, but not limited to, Garages, utility storage, shade structures, secondary accessory Dwellings such as guest houses and servant's quarters, 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."

6. Size of Dwelling. Section 4.1 is hereby amended to read in its entirety as follows:

"The total floor area of each main 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, attics, Garages and other areas of similar nature which are typically not air-conditioned."

7. Compatibility Requirements. Article 5 is hereby amended to read in its entirety as follows:

**"Article 5
Compatibility Requirements**

5.1 Every structure, inclusive of such structures as a storage building, Garage, servant's quarters, guest house, greenhouse or children's playhouse, shall be compatible with the main Dwelling located on the same Lot in terms of its design and material composition."

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8. **Fences.** Section 7.2 of the Declaration is hereby amended to read in its entirety as follows:

"No fence, wall or hedge shall be built or maintained forward of the front of a Dwelling without the prior approval of the Committee. The Committee will consider for approval decorative and courtyard walls or fences which are part of the architectural design of the Dwelling and retaining walls. A courtyard may be constructed in front of a Dwelling with the prior approval of the Committee. A proposed courtyard must be aesthetically pleasing and in harmony with the Dwelling architecture before it will be approved by the Committee. The Committee will have full and unquestionable discretion in determining whether a proposed courtyard is aesthetically pleasing and in harmony with the Dwelling architecture."

9. **Temporary Structures.** The first sentence of Section 9.1 is hereby amended to read in its entirety as follows:

"No structures of a temporary character – such as a trailer, tent, shack, Garage, barn or Outbuilding – shall be used on any Lot at any time as a place or area for living, sleeping, cooking or other use by people, either temporarily or permanently."

10. **Garages.** Section 22.1 of the Declaration is amended to read in its entirety as follows:

"A Garage able to accommodate at least two (2) but not more than four (4) automobiles must be constructed and maintained on each Lot before a Dwelling may be occupied. The entrance to any front entry Garage must be a minimum of twenty feet (20') behind the front building wall of the portion of the main Dwelling closest to such front entry Garage so that a minimum of two (2) vehicles may be parked outside the Garage but behind the front building wall of the main Dwelling, it being the intent that no vehicles be parked in a driveway forward of the front building wall of the main Dwelling other than temporarily parked service vehicles. 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."

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11. **Setback Lines.** Article 28 of the Declaration is hereby amended to read in its entirety as follows:

**"Article 28
Setback Lines**

"28.1 Front Dwelling and Garage Setback Lines: No Dwelling or Garage shall be constructed, placed or maintained closer than twenty-five feet (25') to the front boundary of a Lot. For all corner Lots except Lot 3, Block 25, the front boundary of a Lot is the boundary fronting on the same street as the street address for such Lot. For lot 3, Block 25, the front boundary line is the portion of such Lot which runs east-west, lies adjacent to Queens Hill Street and is roughly parallel to the Lot boundary line separating such Lot from Lot 2, Block 25.

Side Dwelling and Garage Setback Lines: No Dwelling or Garage shall be constructed, placed or maintained closer than the following distances to each of the side boundaries of the applicable Lot:

Lot 2, Block 24	Twenty-five feet (25') from the side Lot boundary line which lies adjacent to Queens Hill and ten feet (10') from the other side Lot boundary line
Lot 1, Block 25	Twenty-five feet (25') from the side Lot boundary line which lies adjacent to Eton Green Drive and ten feet (10') from the other side Lot boundary line
Lot 3, Block 25	Twenty-five feet (25') from all Lot boundary lines which lie adjacent to either Queens Hill or Queens Heath and ten feet (10') from the Lot boundary line separating Lot 3, Block 25 from Lot 4, Block 25
Lot 6, Block 23	Fifteen feet (15') from the side Lot boundary line which lies adjacent to Eton Green Drive and ten feet (10') from the other side Lot boundary line
Lot 11, Block 24	Fifteen feet (15') from the side Lot boundary line which lies adjacent to Eton Green Drive and ten feet (10') from the other side Lot boundary line

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Lot 4, Block 25	Fifteen feet (15') from the side Lot boundary line which lies adjacent to Eton Green Drive and ten feet (10') from the other side Lot boundary line
Lot 4, Block 26	Fifteen feet (15') from the side Lot boundary line which lies adjacent to Eton Green Drive and ten feet (10') from the other side Lot boundary line
Lot 1, Block 27	Fifteen feet (15') from the side Lot boundary line which lies adjacent to Eton Green Drive and ten feet (10') from the other side Lot boundary line
All other Lots	Ten feet (10') from both side Lot boundary lines

Rear Dwelling and Garage Setback Lines: No Dwelling or Garage shall be constructed, placed or maintained closer than the following distances to the rear boundary line of the applicable Lot:

Lot 10, Block 24	Twelve feet (12')
Lot 3, Block 25	Fifteen feet (15')
Lot 9, Block 24	Seventeen feet (17')
All other Lots	Twenty feet (20')

28.2 Outbuilding Setback Lines: The front and side setback lines for all Outbuildings on a Lot shall be the same as for Dwellings and Garages located on such Lot as set forth in Section 28.1 above. However, the rear setback line for all Outbuildings on all Lots shall be ten feet (10') so that no Outbuilding may be located closer than ten feet (10') from a Lot's rear boundary line.

28.3 Other Provisions for Setbacks: 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, Garage or Outbuilding 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. 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. Any Owner of one or more adjoining Lots may consolidate such Lots into one (1) single-family residence 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."

12. **Gutters.** Section 31.1 of the Declaration is amended to read in its entirety as follows:

"Drainage of water off of each Lot shall be controlled to minimize to the greatest extent practicable water runoff onto adjacent Lots. The Committee, in its sole discretion, may require guttering or other means to achieve such objections."

13. **Landscaping.** The second (2nd) sentence of Section 33.1 of the Declaration is hereby deleted.

14. **Entry Easement and Association Duties.** A new Article 48 is hereby added to the Declaration as follows:

**"Article 48
Miscellaneous**

"48.1 The recorded plat of the Subdivision reflects Landscape & CPS Access Easements on Lot 6, Block 23 and on Lot 1, Block 24 (collectively, the "Entry Easement"). Declarant reserves the right to construct entry improvements, including, without limitation, monuments, fences, posts, signage, lighting, landscaping and irrigation facilities, within the Entry Easement. Notwithstanding the name of the Entry Easement as reflected on the recorded plat of the Subdivision, Declarant, as the owner of Lot 6, Block 23 and Lot 1, Block 24, hereby expressly dedicates the Entry Easement as a landscape, entry improvement and City Public Service access easement. The Entry Easement shall be available for use for the following purposes:

(a) Construction, maintenance, repair and replacement of entry improvements, including, without limitation, signage, irrigation, fences, posts, landscaping, lighting and monuments; and

(b) Ingress and egress by the City of San Antonio City Public Service for purposes of constructing, maintaining, repairing and replacing City Public Service facilities.

It is acknowledged by Declarant that a driveway may be located on a certain portion of the Entry Easement located on Lot 1, Block 24 as depicted on the sketch attached hereto as Exhibit "A". Subject to the Committee's prior written approval of the plans and specifications for the portion of such driveway located in the Entry Easement, the Owner of Lot 1, Block 24 shall be permitted to construct and maintain such approved driveway, subject to the other provisions of Section 11.1 above and the rights of the City Public Service, the Association and others permitted herein to go over and across such driveway to access and use the Entry Easement.

48.2 Notwithstanding any provisions in this Declaration or anything on the recorded plat of the Subdivision to the contrary, the Association has agreed, and will, at the Association's cost and expense, maintain, repair and replace any and all improvements constructed by Declarant or the Association within the Entry Easement or within the Variable Width Water and Drainage Easement located on Lots 4 and 5, Block 24, as depicted on the recorded plat of the Subdivision from and after the date 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 Entry Easement and the Variable Width Water and Drainage Easement are in a state of good repair.

However, prior to the satisfaction of the requirements in Sections 48.2(a) and 48.2(b) above, the Association shall have absolutely no responsibility for the maintenance, upkeep or repair of the Entry Easement and the Variable Width Water and Drainage Easement. Thereafter, the Association shall be responsible for the maintenance, upkeep and repair of the Entry Easement and the Variable Width Water and Drainage Easement and improvements thereon. Prior to the time the Association's responsibility begins, Declarant shall provide evidence satisfactory to the Association that the Entry Easement and the Variable Width Water and Drainage Easement and the improvements thereto have been maintained properly, are in a state of good repair and comply with the requirements of applicable governmental authorities.

By its execution below, the Association confirms the foregoing obligations and agreement."

15. Capitalized Terms and Effect of Amendment. All capitalized terms not defined herein shall have the same meaning as set forth in the Declaration. All other terms and provisions of the Declaration shall remain unchanged.

Executed to be effective for all purposes as of the 14th day of May, 2004.

DECLARANT AND OWNER OF LOTS 4, 5 AND 6, BLOCK 23; LOTS 1, 3, 4, 5, 6, 7, AND 11, BLOCK 24; LOTS 1, 3, 4 AND 5, BLOCK 26; AND LOTS 1 AND 3, BLOCK 27:

INTCO-DOMINION PARTNERSHIP, a Texas general partnership

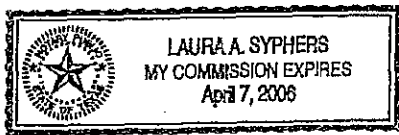
By: **INTCO PROPERTIES III L.P.**, a Texas limited partnership, as Managing Partner

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

By: *Larry W. Slayter*
Larry W. Slayter, Vice President

THE STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on the 20 day of May, 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.



Laura A. Syphers
NOTARY PUBLIC, State of Texas

VUL 10784 P01465

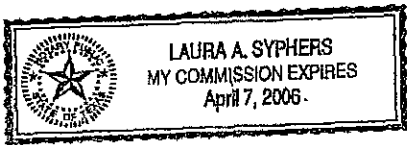
AGREED AND ACCEPTED THIS
14th DAY OF MAY, 2004:

THE DOMINION HOMEOWNERS
ASSOCIATION, a Texas non-profit corporation

By: [Signature]
Print Name: Jerry L. Courson
Title: Chairman

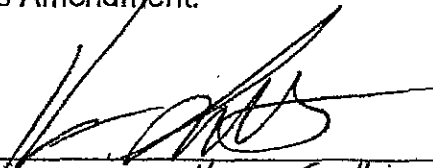
THE STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on the 14 day of
May, 2004, by Jerry L. Courson
Chairman of THE DOMINION HOMEOWNERS ASSOCIATION, a
Texas non-profit corporation, on behalf of said non-profit corporation.



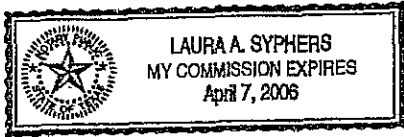
[Signature]
NOTARY PUBLIC, State of Texas


The undersigned is the owner(s) of the following Lot(s) of the Property and does hereby approve, accept and consent to this Amendment:


Print Name: Kevin Seithan
Date: 5/18/, 2004
Owner of:
Lot 1, Block 25

THE STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 18 day of may, 2004, by Kevin Seithan




NOTARY PUBLIC, State of Texas

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The undersigned is the owner(s) of the following Lot(s) of the Property and does hereby approve, accept and consent to this Amendment:

AS
Print Name: Adam Sanchez
Date: 5-18-, 2004
Owner of:
Lot 8, Block 24

THE STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on the 18 day of may, 2004, by Adam Sanchez



Laura A Sypers
NOTARY PUBLIC, State of Texas

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The undersigned is the owner(s) of the following Lot(s) of the Property and does hereby approve, accept and consent to this Amendment:

Kent Williams *Geraldine Williams*

Print Name: KENT H. WILLIAMS GERALDINE M. WILLIAMS

Date: 20 MAY 2004, 2004

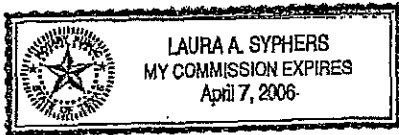
Owner of:

Lot 2, Block 27

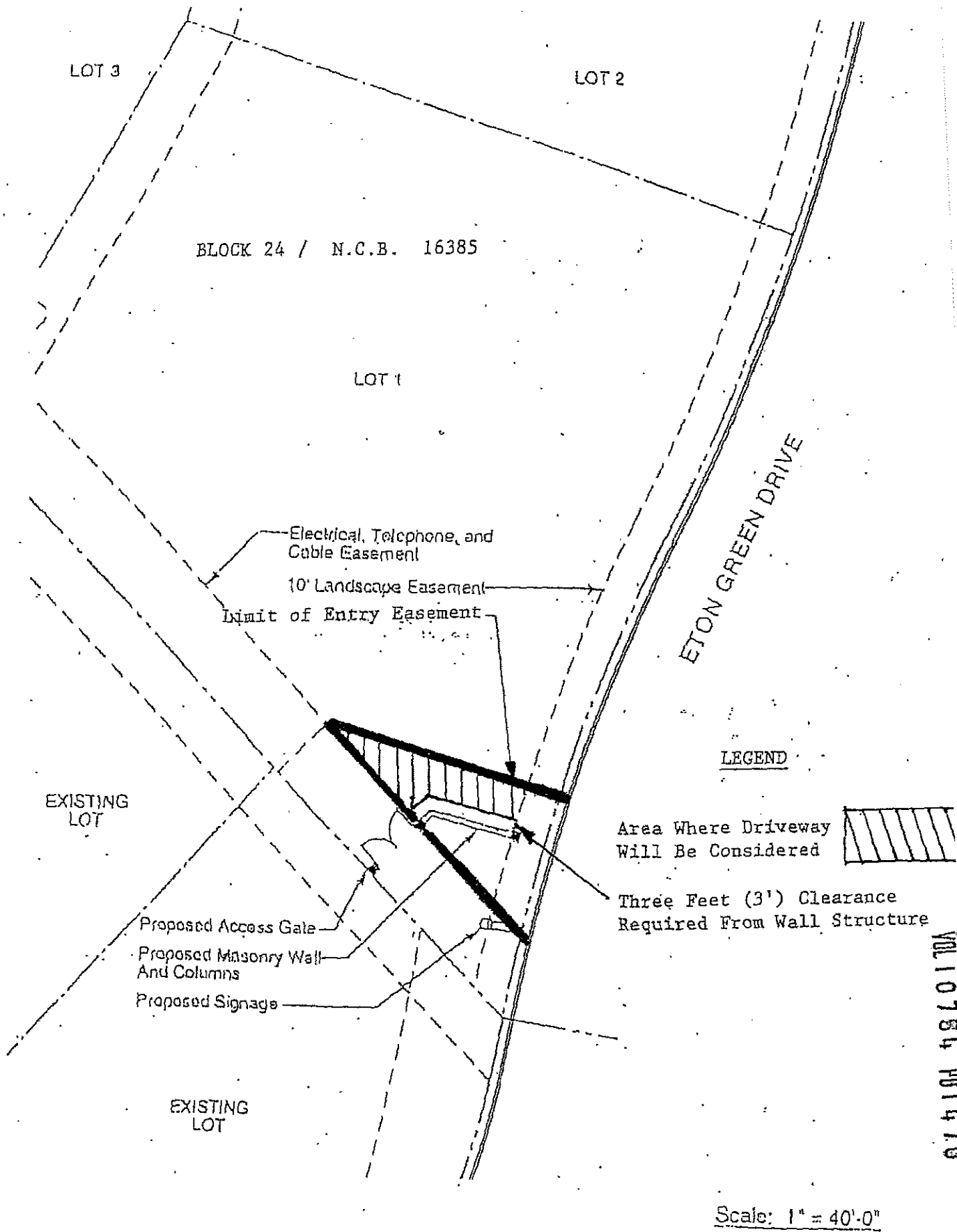
THE STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on the 20 day of may, 2004, by Kent & Geraldine Williams

Laura A. Syphers
NOTARY PUBLIC, State of Texas



VUL 10754 P01469



Renaissance Court
 Lot 1 / Landscape and Utility Easement Exhibit

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RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, BLENDED PAPER, ETC.

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

MAY 21 2004



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

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Pages 14
05/21/2004 11:44:40 AM
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BEXAR COUNTY
GERRY RICKHOFF
COUNTY CLERK
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RICK TRIPLETT, ESQ.
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AUSTIN, TX 78767-0098

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