

DECLARATION OF PROTECTIVE COVENANTS

FOR



SCANNED

THE DOMINION GARDENS
(THE DOMINION GARDENS, PHASE 2)

THE STATE OF TEXAS

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§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

That, CONTINENTAL HOMES OF TEXAS, L.P. a Texas Limited Partnership, being the owner of all of the Lots situated within that certain subdivision known as The Dominion Gardens Phase 2 Planned Unit Development, and being marketed as the "The Gardens at the Dominion", according to the plat of the said subdivision recorded in Volume 9568, Pages 218-221, of the Deed and Plat Records of Bexar County, Texas (hereinafter called "Phase 2", the "Properties" or "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 restrictions and covenants to run with the land and to apply in the use, occupancy and conveyance of the aforesaid described subdivided Lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I. DEFINITIONS

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

- A. Architectural Control Committee or Committee shall mean the Architectural Control Committee referred to in Article IV hereof.
- B. Common Properties shall mean the land situated in the Subdivision to be owned and maintained by the Association for the common use and enjoyment of it's respective members, as identified as Common Properties in Exhibit A attached hereto.
- C. Custom Built Dwelling shall mean a Dwelling whose front elevation differs from the front elevations of other Dwellings situated in the Subdivision, it being the intent of the Declarant herein for the Subdivision to be comprised of Dwellings that have distinguishable front elevations such that the Subdivision will not have the outward appearance of a "tract" development wherein the front elevations of the Dwellings situated therein are duplicated throughout the development.
- D. Declarant shall mean Continental Homes of Texas, L.P., and any other single party to whom Continental Homes of Texas, L.P. assigns in writing its rights hereunder as



approved by The Association's Board of Directors. Such approval shall not be unreasonably withheld. No partial assignment of Declarant rights is permitted.

- E. Dwelling Unit or Dwelling or Residence shall mean the single-family residential dwelling situated on a Lot.
- F. Front Entry Lot shall mean a Lot upon which the driveway for the Dwelling Unit situated thereon has direct access to the street fronting the Lot.
- G. Improvements shall mean and include all buildings, outbuildings, patios, balconies, decks, fences, walls, hedges, landscaping, antennae, towers, poles, ponds, lakes, swimming pools, driveways, parking areas, utilities, signs and other structures, apparatus, Improvements, recreational facilities, plantings, or equipment of a permanent or semi-permanent character, including all "Improvements" as defined in the Umbrella Declaration. Included are both original Improvements made to the Lots in Phase 2 and all subsequent changes, additions, treatments or replacements thereto.
- H. Lot shall mean any Lot, plot, parcel or tract of land shown on the recorded Subdivision Plat of Phase 2, 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 for Phase 2. All the Lots in Phase 2 are sometimes collectively referred to herein as the "Properties
- I. Owner shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot situated in Phase 2, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- J. Rear Entry Lot shall mean a Lot upon which the driveway for the Dwelling Unit situated thereon has direct access to an alley.
- K. Umbrella Association or Association shall mean The Dominion Homeowners Association, its successors and assigns, the nonprofit corporation established pursuant to the Declaration of Covenants, Conditions, Easements and Restrictions duly recorded in Volume 2956, Pages 61 et seq. of the Real Property Records of Bexar County, Texas (the "Umbrella Declaration").

ARTICLE II. USE

All Lots in the Subdivision shall be used for single-family residential purposes only. One single-family Custom Built 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 Dwelling Units on adjacent Lots.

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

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 III. TITLE TO AND MAINTENANCE OF COMMON PROPERTIES

Title to Common Properties: Common Properties shall be deeded to the Association free and clear of any liens or other encumbrances prior to the conveyance of a Lot within the Subdivision.

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

1. In excess of fifty percent (50%) of the Owners of Lots in the Subdivision are required to pay maintenance assessments to the Association; and
2. The Association has verified the condition of the Common Properties and Improvements thereto as provided hereafter:

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

Until all Turnover Conditions above have been met, 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 such Common Properties situated within the Subdivision.

Until the Turnover Conditions are satisfied, Declarant, at its sole cost and expense, shall maintain the Common Properties in a safe, sightly, good and functional condition, and consistent with other property owned and maintained by the Association including, but not limited to, mowing the grass on the same intervals as the Association and overseeding the grass with rye grass in the winter.

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

Declarant shall complete all Improvements to Common Properties within one hundred eighty (180) days from the recordation of the plat of the Subdivision. Notwithstanding the foregoing, in the event Declarant phases development of the Subdivision, Declarant shall be provided

one hundred eighty (180) days for the completion of Improvements in each phase. In such event, the time shall commence upon the date of completion of the Improvements situated within the Common Properties of the immediately preceding phase. In the event the Common Properties Improvements are not completed within one hundred eighty (180) days, Declarant shall first have provided within fifteen (15) days of the conclusion of any of the one hundred eighty (180) day periods a good and sufficient bond to the Association, which shall be in an amount equal to but not less than the current estimated cost of completing the Common Properties Improvements for the next phase. The Association may, in its sole discretion, extend the one hundred eighty (180) day deadline and waive the bond requirement for good cause shown.

ARTICLE IV. ARCHITECTURAL CONTROL

No "Improvements" as that term is defined herein or in the Declaration of Covenants, Conditions, Easements and Restrictions (the "C C & R's" or the "Umbrella Declaration") for the Dominion Planned Unit Development, duly recorded in Volume 2956, Page 61 et seq. of the Real Property Records of Bexar County, Texas, may be erected, placed, installed, modified or replaced on any Lot in the Subdivision without first complying with the Architectural Control Committee requirements set forth herein or in the C C & R's, the applicable terms and provisions of such C C & R's being hereby incorporated herein by reference, including, but not limited to the obtaining of prior approval of the Committee for preliminary design plans and final plans and specifications for such Improvements and the obtaining of Building Permits and Certificates of Occupancy from such Committee at the appropriate times.

ARTICLE V. ASSESSMENTS

The Declarant for each Lot owned by it within the Subdivision, hereby covenants, and each Owner of any such Lot by acceptance of deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay The Umbrella Association:

- A. Annual assessments or charges to be fixed, established and collected from time to time as hereinafter provided; and
- B. Special assessments to be fixed, established and collected from time to time as hereinafter provided.

Each such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be the personal obligation of the person who was Owner of such property at the time the obligation accrued as well as constituting a lien running with the Lot in question.

Purpose of Assessments: The Assessments by the Association shall constitute and be known as the "Maintenance Fund". The Maintenance Fund shall be held, used and expended by the Association for the common benefit of all owners within The Dominion Planned Unit Development for the following purposes, to-wit: to promote the health, safety, security, and welfare of The Dominion Planned Unit Development, (of which the Subdivision is a part), including without limitation the installation, construction, erection and relocation of improvements related to the enhancement and beautification of the Common Properties, and

the construction, repair, maintenance and replacement of properties, services, improvements, landscaping and facilities devoted to such purposes and related to the use and enjoyment of the Lots by the members. Such Maintenance Fund may also be used by the Association to finance and maintain any contracts, easements, licenses or other similar instruments inuring to the benefit of the Association and its members affecting rights and privileges to be enjoyed within The Dominion Planned Unit Development or in other areas situated in close proximity thereto.

Annual Assessments: Each Owner shall pay to the Association the annual assessment determined by the Board of Directors of the Association. The rate of annual assessment may be increased by vote of the Board of Directors from time to time after due consideration of the then current expenses and projected future needs of the Association.

Special Assessments: In addition to the annual assessment authorized above, the Board of Directors of the Association may levy in any assessment year or years special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair, or replacement of capital improvements on or which is a part of the Common Properties or for carrying out other purposes of the Association as stated herein or in the Articles of Incorporation of the Association.

Commencement Date of Annual Assessment: Assessments provided for herein shall commence either on the date of sale of each Lot by Declarant, including Declarant's sale under a contract for deed, or in the event the Lot is owned by Declarant, on the date of issuance of a Building Permit for construction of a Dwelling on a Lot, whichever shall first occur. Within thirty (30) days of said conveyance, the Declarant shall give the Association written notice of the transfer of ownership, and the name and address of the new Owner.

Due Date of Assessments: Annual Assessments shall become due and payable monthly on those dates established by the Board of Directors of the Association from time to time, or at other intervals or dates established by such Board of Directors from time to time.

ARTICLE VI. SIZE OF DWELLING

The total floor area of the main structure of any Dwelling shall not be less than two thousand square feet (2000 sq.ft.) if one-story and two thousand four hundred square feet (2400 sq.ft.) if more than one-story. These areas shall be exclusive of open porches, breezeways, carports, garages and other outbuildings or areas of a similar nature which are typically not air-conditioned.

ARTICLE VII. OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of such structures as a storage building, servants' quarters, greenhouse or children's playhouse, shall be compatible with the Dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to the prior written approval of the Architectural Control Committee.

ARTICLE VIII. EXTERIOR WALLS

(1) All exterior walls of a Dwelling Unit shall be constructed with 100% masonry or masonry veneer and shall be restricted to those types and colors of masonry material reasonably approved by the Architectural Control Committee. Masonry or masonry veneer includes stucco, brick, rock and all other materials commonly referred to in the San Antonio, Texas area as masonry.

(2) Mortar mix and color must be approved by the Architectural Control Committee.

(3) Masonry trim, caps, corbels, headers, keystones and other similar masonry accents shall be natural cut or cast stone. **AMENDED**

(4) All exterior walls shall maintain a nine foot (9') minimum plate height. All first floor living areas must maintain a minimum nine foot (9') ceiling height.

~~(5)~~ All exterior windows, doors and garage doors visible from adjacent streets shall be set with a seven foot (7') minimum header height.

~~(6)~~ Multi-paned windows are required on all streets and greenbelt sides.

(7) Each Dwelling shall have an illuminated house identification number on an exterior wall located as close to the front porch as possible and readily visible from the street. Such illumination shall be provided by a light on a photocell and shall not have a bypass switch. It is intended that house identification number be readily visible at all times to assist emergency vehicles in locating specific Dwellings when necessary.

~~(8)~~ The exterior walls on the following lots of Dominion Gardens Phase 2: Lots 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 44, 45, 46, 47, 48, and 49 of Block 28, shall be similar in nature to the existing homes in the Dominion Gardens Phase 4. It is the intent that homes on the aforesaid identified Lots provide an aesthetically pleasing transition to the Dwellings in The Gardens at The Dominion.

ARTICLE IX. WALLS, FENCES AND GATES

All walls and fences in the Subdivision must be approved by the Architectural Control Committee and shall be of the following composition:

(1) All masonry; or

(2) All wrought iron; or

(3) Any combination of wrought iron and masonry; or

(4) Any other material that, in the opinion of the Architectural Control Committee, is compatible with the style of the main Dwelling.

No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, except for courtyard walls as defined herein, decorative walls or fences which are

part of the architectural design of the main structure and retaining walls, provided the Architectural Control Committee approves of same in writing.

"Courtyard Walls" shall be defined as those walls required on all Lots fronting Westcourt Lane with driveways accessing Westcourt Lane. Courtyard Walls shall be four feet (4') in height with a minimum three feet (3') of solid masonry. The additional one foot (1') may be of wrought iron. Such walls shall be recessed no less than five feet (5') from the curb and shall extend from one side property line to the other except where the driveway is placed. All Courtyard Walls shall connect to the Courtyard Walls of adjacent properties. All Courtyard Wall masonry shall be consistent with the masonry on the Dwelling associated with the Lot on which the Courtyard Wall is placed.

No chain-link fences may be built or maintained on any Lot.

No wall or fence shall be higher than six feet (6') in height.

All gates shall be solid wood door-type or wrought iron consistent with the architecture of the structures situated on the remainder of the Lot.

ARTICLE X. PAVED SURFACES

All paved surfaces visible from any adjacent street, including patios, stoops, stairs, steps, walkways and driveways shall be brick masonry, stone masonry or exposed concrete aggregate. All paved surfaces not visible from any adjacent street shall be, as a minimum, exposed concrete aggregate.

ARTICLE XI. TEMPORARY STRUCTURES

No structure of a temporary character – trailer, tent, shack, garage, barn or other outbuildings – shall be used on any Lot at any time as a Residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be connected to utilities situated within a Lot. No Dwelling previously constructed elsewhere may be moved on any Lot in the Subdivision controlled by these covenants. 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 Residence, either temporarily or permanently; and further, specifically includes a mobile home or recreational vehicle upon which the wheels have been left attached. Declarant may utilize a construction trailer during development provided the location of the trailer is not readily visible from Westcourt Lane and is reasonably approved by the Architectural Control Committee.

ARTICLE XII. SIGNS

No signs of any kind shall be displayed to the public view on any single family residential 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 Architectural Control Committee shall establish standardized sign criteria which permits the displaying of one sign per Lot which is uniform in size, color and permitted location on the Lot, which such sign can be used to specifically identify that a particular Lot is for sale or lease; provided, however, that said sign shall not contain the words "For Sale", " For Lease", "Available" or any

other similar descriptive words, and such sign shall not display the name, logo or phone number of any real estate company or Owner's agent. The Committee specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of the Dwelling on such Lots, and a separate set of standards and criteria to apply to such Lots after a Dwelling has first been occupied thereon, and to modify such standards and criteria from time to time. Signs used by the Declarant to advertise the property during the development, construction and sales period shall be permitted, irrespective of the foregoing.

ARTICLE XIII. MAINTENANCE

- (1) Lot Maintenance. Grass, weeds, shrubs and all vegetation on each Lot sold shall be kept mowed and/or trimmed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the Property and replaced whenever practical. Lawns must be properly maintained, Improvements must be promptly repaired and maintained, and no objectionable or unsightly usage of Lots will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot. Any excess materials not needed during construction and any building refuse shall promptly be removed from such Lot. All Lots shall be kept at all times sanitary, healthful, attractive and in a safe condition, and the accumulation of garbage, trash or rubbish of any kind therein shall not be permitted.
- (2) Default. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirement [or any other reasonable requirements established from time to time by the Architectural Control Committee and published to Owners, for the purpose of maintaining a sanitary, healthful and attractive subdivision as provided herein or as provided in Section 2, Article VIII of the Umbrella Declaration], then in such event the Declarant may specifically enforce these provisions and may have the grass, weeds, shrubs, trees, and vegetation cut or trimmed when and as often as the same is necessary in its judgment, and have dead trees and shrubs and plants removed therefrom and replaced with comparable trees, shrubs and plants. Declarant may also, at its option remove any garbage, trash or rubbish situated on a Lot in violation of this covenant and to make or repair Improvements as deemed required. The Owner of any such Lot shall be obligated to reimburse Declarant the cost of any such maintenance or removal or repair upon demand.
- (3) Reservation. Each Owner by acceptance of a Deed to such Owner's Lot hereby grants to the Umbrella Association the exclusive right to do the following:
 - (a) Maintain the lawn, trees, shrubs, and plants located in the front, side and rear yards of each Lot which includes all areas visible from the street on corner Lots. Such maintenance shall include, but not be limited to, cutting, edging, mowing, fertilizing, watering, and replacing of any dead or diseased plants. In this regard, the Umbrella Association shall be authorized to contract such maintenance as it in its discretion deems appropriate, which cost shall be included in the Assessment as set out in the Umbrella Declaration.

- (b) Each Lot with a Residence shall, at the election of the Architectural Control Committee, be equipped with an underground sprinkler system with automatic timing. The timing mechanism shall be enclosed in a sealed case which, at the Umbrella Association's election, shall be set by the Umbrella Association as to periodic watering schedules. The Umbrella Association will coordinate with each Owner a schedule which will not interfere with the Owner's Activities.

The fenced, enclosed yards of each Dwelling Unit situated on a Lot shall be under the sole maintenance and care of the individual Owner of such Lot; provided, however, that should an Owner neglect the upkeep and care of the Owner's fenced area, the Umbrella Association shall retain the right to enter such area, correct such deficiency and bill the Owner the cost of such maintenance. All fees and expenses incurred under this Article XIII shall be deemed an assessment enforceable as a lien under Section 11 of the Umbrella Declaration.

Each Owner agrees to paint the wood surfaces of the exterior of his/her Residence as often as needed, but in no event less often than once every five (5) years. Each Owner shall be, in addition, responsible to repair or replace any broken or cracked windows, doors, or other damaged exterior surfaces of his Residence. Should the Owner not properly maintain his/her Residence, as set out herein, the Umbrella Association shall be granted the right to contract for such services and bill the Owner the cost of such maintenance. Those cost of such corrective work shall be deemed an assessment enforceable as a lien under Section 11 of the Umbrella Declaration.

ARTICLE XIV. UTILITY EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for Phase 2 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 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 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, or by the Umbrella Association or by custom and practice of such utility company.

ARTICLE XV. VEHICLES

No trailer, tent, boat, recreational vehicle or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the Lot readily visible to the street or another Lot, and shall be kept within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be

permitted in any driveway or yard adjacent to a street. 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 vehicle is temporarily parked for the purpose of serving such Lot.

ARTICLE XVI. NUISANCES

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

No Owner shall do any act or any work that will impair the structural soundness or integrity of another Dwelling or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Dwellings in the Dominion Gardens or their Owners. No blasting shall be conducted on any Lot without a permit being issued by the Architectural Control Committee.

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, landscape, or tennis court lighting that has approval of the Architectural Control Committee). Upon being given notice by the Umbrella Association that any such lighting is objectionable, the Owner shall take all necessary steps to properly shield same in a manner that affords consideration to those Lot Owners disturbed thereby.

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 XVII. GARBAGE AND REFUSE DISPOSAL; TRASH RECEPTACLE AREAS; AND ENCLOSURES

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall at all times be kept in screened receptacle areas meeting the standards and criteria established by the 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. Trash enclosures shall be provided and constructed of the same materials as exterior walls of the Dwelling Unit, and so designed as to their users and collectors in a manner approved by the Architectural Control Committee. Trash enclosure gates shall be wrought iron with mesh backing to obscure trash from being visible.

ARTICLE XVIII. ANIMALS

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 animal for the purposes of these covenants is an animal which is one (1) year of

age or older) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence 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 XIX. OIL AND MINING OPERATIONS

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

ARTICLE XX. INDIVIDUAL WATER AND SEWAGE SYSTEMS

No individual water supply system or sewage disposal system shall be permitted on any single family residential Lot, including, but not limited to, water wells, cesspools or septic tanks.

ARTICLE XXI. RADIO OR TV ANTENNA AND SOLAR PANELS

No radio or television aerial wires, towers, antennae, discs, satellite dishes, microwave receptors, or other special television or cable apparatus or equipment shall be erected, installed, or placed on any Lot without the prior written approval of the Architectural Control Committee.

No solar panels or other similar apparatus shall be placed on any Dwelling in such a manner that it is visible from the street.

ARTICLE XXII. DRAINAGE EASEMENTS

Easements for drainage throughout the Subdivision are reserved as shown on the recorded plat for Phase 2, 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:

- (1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements; or
- (2) alter, change or modify the existing configuration of the drainage easements, or file, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee; or

- (3) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement; provided, however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or
- (4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
- (5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements either in temporary or permanent basis.

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

ARTICLE XXIII. MAILBOXES

No mailboxes shall be erected and maintained upon any Lot. A drive-through central mailbox shall be provided by Declarant as approved by the Committee.

ARTICLE XXIV. EXTERIOR LIGHTING

Each Dwelling Unit shall be provided with a complete system of exterior lighting, including night lights controlled by photo electric cells for street setback areas and driveways. These include fixtures attached to the structure and shielded yard fixtures. Concealed and shielded yard lighting fixtures shall be used to illuminate wall areas, trees and shrubs.

ARTICLE XXV. ATHLETIC FACILITIES

Tennis courts are not permitted. 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 or an adjoining Lot and without the prior written consent of the Architectural Control Committee.

ARTICLE XXVI. PARKING AND GARAGES

1. Each Dwelling Unit shall be provided with two (2) permanent, off-street, enclosed parking spaces, plus two (2) temporary guest parking spaces within each driveway. [Enclosed parking stalls for golf carts are encouraged; direct-loaded, front entry garages are discouraged by the Architectural Control Committee].
2. Each garage shall have sufficient space for a minimum of two (2) vehicles and shall be attached to the Dwelling Unit. Garages for more than two (2) vehicles and/or golf carts are not permitted where the garage doors are clearly visible from the adjacent street.

3. Each direct-loaded front entry garage shall have up to an eight foot (8') overhang to assist in screening the garage doors from direct view. Each such overhang shall be constructed of the same material of the exterior of the home or a complimentary material to the exterior of the home and shall not accommodate any living space. All overhangs shall be approved by the Committee prior to construction.
4. Garage door openers shall be required for all garages.
5. Interior walls of all garages must be finished [i.e., taped, bedded and painted as a minimum]. **AMENDED**
6. 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.
7. No garage or driveway serving same shall have direct vehicular access to a street unless such garage and driveway is situated on a Lot without an adjacent alley. All Lots with direct access to an alley must provide vehicle access only from such alley.
8. Parking along any Westcourt Lane right-of-way or any alleyway within Phase 2 is prohibited. Parking shall be allowed in designated parking spaces and along streets not designated as Westcourt Lane, located in Phase 2; however, no vehicle of any kind or nature shall be allowed to park in the designated parking spaces or on streets overnight without a permit issued by the Umbrella Association. All other parking regulations of the Association are incorporated by reference herein. Additional parking spaces located in Common Properties are for the exclusive use of guests of Lot Owners within Phase 2. No parking in these spaces by Lot Owners is permitted without the express written consent of the Association, and shall then be limited to temporary parking.

ARTICLE XXVII. ROOFS

All roof materials for primary and accent roofs shall be of natural materials and colors, and shall be subject to the following limitations:

- (1) Natural slate; or
- (2) Pre-weathered Galvalum or galvanized, copper or lead, with standing seams; or
- (3) Flat concrete tile (Monier Lifetile, or comparable).

No polished or shiny finished roof shall be permitted.

Roof vents and skylights shall not be readily visible from the adjacent street.

ARTICLE XXVIII. BURGLAR AND FIRE ALARMS

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

standards and specifications for the burglar and smoke alarm systems, and make these specifications available to Lot Owners and builders.

ARTICLE XXIX. SITE DEVELOPMENT REGULATIONS

(1) Dwelling Unit Setbacks

(a) Side Setbacks

- Sides: 5' minimum (10' minimum between Dwellings).

(b) Front Setbacks

- 15' if Rear Entry Lot
- 15' if Front Entry Lot with side entry garage
- 20' if Front Entry Lot with direct entry garage
- 25' garage setback with a 20' Dwelling Setback if Front Entry Lot with direct entry garage along Westcourt Lane.

(c) Rear Setbacks

- 15' if Front Entry Lot
- 20' if Rear Entry Lot with direct entry garage
- 3' if Rear Entry Lot with side entry garage
- Lots 8 through 25, Block 28 may have a twelve foot (12') rear setback
- Lots 142 through 157, Block 28 may have a five foot (5') rear setback.

(2) Driveway Setbacks. Driveway apron setbacks shall be a minimum of five feet (5') from any side property line on all Lots requiring Courtyard Walls. Driveway apron setbacks shall be a minimum of five feet (5') on all other Lots.

ARTICLE XXX. HEIGHT LIMITATIONS

No portion of a Dwelling shall exceed two stories in height or thirty-two (32') feet, whichever is less, measured from the finished floor elevation of the first level to the top of the second floor ridge.

ARTICLE XXXI. IRRIGATION

All single family residential lots must be irrigated by sprinkler systems approved by the Architectural Control Committee and in accordance with the irrigation plan approved by the Committee. In all such systems, a pressure type vacuum breaker or double check valve backflow preventer, as approved by the San Antonio Water Systems, must be installed to prevent contamination of the domestic water supply for the Subdivision.

ARTICLE XXXII. GUTTERING

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

ARTICLE XXXIII. TREE PROTECTION

Trees on any individual Lot will potentially be enjoyed by and benefit all residents in the Subdivision; and, consequently, it is the 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 Lot Owner, his/her 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 Architectural Control Committee.

ARTICLE XXXIV. LANDSCAPING

Any landscaping required by the plans and specifications approved by the Architectural Control 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 Architectural Control Committee. In view of the major emphasis placed by Declarant and the Architectural Control Committee on landscaping, such Committee expressly reserves the right to require the landscape plan (which said plan must be submitted to the Committee at the same time other final plans and specifications are submitted) to include the planting of trees by Owner, if, in the opinion of such 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 Architectural Control Committee.

Existing vegetation shall be preserved in its natural state insofar as is practical by minimizing its removal. Introduced plant material shall be used to shade and cool, direct wind movements, enhance architectural features, relate structure design to the site, visually screen non-compatible uses, and ameliorate the impact of noise. All landscaping plant material shall be selected from The Dominion Plant Material List which shall be adopted and maintained by the Architectural Control Committee. Landscaping and irrigation systems shall be fully installed and operable as per approved final plans for front, rear and side setback areas as well as any private open space areas visible from adjacent streets prior to the issuance of a Certificate of Occupancy.

ARTICLE XXXV. SUBDIVISION OR COMBINATION OF LOTS

No further subdivision of platted Lots in Phase 2 shall be permitted. An Owner may, however, combine or integrate two adjoining Lots into one Dwelling and landscaped area at the time either of said Lots is first improved, it being understood that neither Lot can remain vacant and unimproved.

ARTICLE XXXVI. ADDITIONAL RESTRICTIONS FOR HILLSIDE LOTS

Lots with a slope of ten percent (10%) or greater shall be sometimes referred to herein as "Hillside Lots", and shall be restricted by the following additional covenants:

1. **Elevations.** The Architectural Control Committee, in its sole discretion, reserves the right to establish at the time preliminary design plans are submitted to such Committee, a maximum height elevation related to a permanent benchmark for each Hillside Lot on which a house or addition is to be built. This elevation, if established, will be the maximum height to which any part of the Dwelling (except the chimney) may be built. If a Hillside Lot should have slopes in excess of twenty percent (20%), the Owner of such Lot must have an engineering topographic survey of the property and its environs made before the plans are drawn in order to more readily and accurately determine the permissible elevation for the proposed Residence. The Architectural Control Committee may require the Owner to set a ridgepole showing the maximum height to which the Owner desires to build in order to the Architectural Control Committee to better determine the permissible elevation. No Dwelling should be designed before the maximum permitted height to which a structure can be built has been established by the Architectural Control Committee.

The Architectural Control Committee reserves the right to verify the approved finished floor and height elevation during the construction phase for any hillside Lot. In some cases, a ridgepole designating the highest approved elevation of the structure may be required by the Architectural Control Committee during the construction period. Height elevation approval by the Committee will be void if construction has not commenced within one hundred eighty (180) days of approval date.

2. **Trees.** Trees situated on Hillside Lots shall be protected and preserved during construction, according to the Tree Care and Protection procedures promulgated from time to time by the Architectural Control Committee.

ARTICLE XXXVII. ALLEYS

Alleys depicted upon the recorded plat of Phase 2 shall provide vehicular access to certain individual Dwelling Units and shall provide service access for trash collection and other private services. Alleys shall not be used as temporary or permanent parking areas, except in designated alley parking areas; nor shall they be used for the storage of any equipment or other personal property.

ARTICLE XXXVIII. VISUAL ACCESS AT INTERSECTIONS

To allow for adequate sight distance at all street and alley intersections within Phase 2, no structures, walls, or vegetation which could restrict a "visual access corridor", defined herein as an area between two feet (2') and six feet (6') above the ground, shall be permitted. This corridor is defined by a triangle created at a street corner by the intersection of property line projections and points twenty feet from said intersection. Visual access shall also be provided for the driver of a vehicle backing out of an individual Lot onto an adjacent alley in a manner reasonably approved by the Architectural Control Committee.

ARTICLE XXXIX. STREET DEDICATION

By plat, those tracts of land described in the recorded plat as streets and alleys out of the Common Properties are hereby perpetually dedicated, established and set aside as a nonexclusive easement for street purposes for the common use, benefit and enjoyment of the Owners in the Dominion Planned Unit Development, to serve the Dominion Planned Unit Development as streets for access, ingress and egress to and from each Lot to a street dedicated to the use of other Owners in the Dominion Planned Unit Development. The plat establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. The Umbrella Homeowner's Association shall own the Common Properties in fee. All dedications, limitations, restrictions and reservations shown on said plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of the Declarant, conveying said property or any part thereof.

ARTICLE XL. THE DOMINION PLANNED UNIT DEVELOPMENT

As hereinbefore stated, the Properties are subject to that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, filed for record under Volume 2956, Page 61, et seq. of the Real Property Records of Bexar County, Texas. Said Umbrella Declaration governs the use of the Properties and other property and facilities constructed or to be constructed upon the property now or hereafter situated in The Dominion Planned Unit Development for the use and benefit and enjoyment of all Owners located or to be located on the Properties, and by the Owners of all Lots located or to be located in other portions of the Dominion Planned Unit Development. Said Umbrella Declaration apportions and assesses all expenses of operation and maintenance of certain areas, streets, facilities and other Common Properties not covered by this Declaration among the Owners of Lots located on all the Properties in The Dominion Planned Unit Development. Reference is made to the Umbrella Declaration for a more particular description of the rights and obligations contained herein.

ARTICLE XLI. WAIVERS AND LACHES

The obligation to abide by the provisions contained in this instrument shall be deemed to be of a continuing and continual basis. Each and every day, in which an Owner allows a condition to exist on his or her Property which is not in compliance with the requirements contained herein, shall constitute a separate and individual violation hereof and shall give rise to a new cause of

action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to the Lot, hereby waives the affirmative defenses of the Statute of Limitations, Waiver, and Laches with respect to covenant violations. 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 or in the Umbrella Declaration. Failure of the Declarant, the Association, the Committee or any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XLII. TERM

The foregoing covenants are made and adopted to run with the land and shall be binding upon Declarant and its successors and assigns, and all persons claiming under them, and all subsequent property Owners of said above described Lots located within Phase 2 for a term beginning on the date this Declaration is recorded and continuing through and including January 1, 2050, after which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of 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 except 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 document; but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon respective grantees.

ARTICLE XLIII. ENFORCEMENT

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 Umbrella 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/her 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 subdivided Lots in the Subdivision controlled by these covenants. 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 Lot Owner by virtue of not enforcing any restriction herein contained.

ARTICLE XLIV. INVALIDATION

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

ARTICLE XLV. NON-JUDICIAL FORECLOSURE

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 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, the cost of any obligations so performed, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate. The sum to be reimbursed shall be secured by this Special Deed of Trust.

If the Owner fails on demand to reimburse the Association for the sums advanced on 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 Association, as the Beneficiary of this Special Deed of Trust may:

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

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

- A. Either personally or by agent give notice of the foreclosure sale as required by Section 51.002 et seq. of the Texas Property Code then in effect or any successor statute thereto;
 - B. 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
 - C. From the proceeds of the sale, pay, in this order:
 - I. Expenses of foreclosure, including a commission to trustee of 5% of the successful bid;
 - II. To the Association, the full amount advanced, attorney's fees, and other charges due and unpaid;
 - III. Any amounts required by law to be paid before payment to the Owner; and
 - IV. To the Owner any remaining balance.
3. Amy McLin, Attorney at Law, is appointed Trustee for the purpose of enforcing covenants, conditions, and restrictions imposed by this Declaration, and also for the collecting of maintenance assessments. The Association, as Beneficiary, may appoint in writing a substitute or successor Trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.

4. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The Purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.
5. It is the intent of this provisions of this Section to comply with the provisions of the Texas Property Code Section 51.002, relating to non-judicial sales by power of sale, and in the event of the amendment of said Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any Owner or mortgagee of any Owner, may, by amendment to this Declaration filed in the office of the County Clerk of Bexar County, Texas amend the provisions hereof so as to comply with said amendments to Section 51.002.
6. Any liens created by this Article 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 purpose of improvement of the Lot in question.

ARTICLE XLVI. ASSESSMENT BY AWARD OR JUDICIAL DECREE

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

ARTICLE XLVII. PRIOR LIENS

It is specifically provided that a violation of these protective covenants, or any one or more of them, shall be enforceable by the provisions herein and any provisions contained in the Umbrella Declaration as recorded and/or amended; and, in the event that the Umbrella Association expends any funds for the enforcement of these provisions, that all such sums, including, but not limited to, the cost of collection, reasonable attorney's fees, and court costs, will thereupon become a continuing lien and charge on the property of the violator and shall be a covenant running with the land. The aforesaid lien shall be superior to all other liens and charges against the property, except only for tax liens and all sums unpaid on a first lien mortgage or first deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the property in question. Such power shall be entirely discretionary with the Umbrella and Associations. To evidence the aforesaid lien, the Umbrella Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness and the name of the Owner of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk for Bexar County, Texas. Such lien for payment of sums shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting Owner's property by the Umbrella Association in like manner as a mortgage on real property subsequent to the recording of a notice of lien as provided above, or

the Umbrella Association may institute suit against the Owner personally obligated to pay the Assessment and/or the foreclosure of the aforesaid lien judicially, it being understood that the election of any one remedy shall not constitute a waiver of any other remedies. In any foreclosure proceeding, whether judicial or nonjudicial, the Owner shall be required to pay the costs expenses, and attorney's fees incurred. The Umbrella 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. Upon the prior written request of any mortgagee holding a prior lien on any part of the Properties, the Umbrella Association shall report to said mortgagee any unpaid sums remaining unpaid for longer than thirty (30) days after the same are due. The Umbrella Association also expressly reserves the right to post the names of any delinquent members at a highly visible location within the Properties.

ARTICLE XLVIII. RESERVATION OF RIGHTS

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 or any future Declaration of Protective Covenants, 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 XLIX. AMENDMENT

At any time the Owners of the legal title to seventy percent (70%) of the Lots within the Subdivision (Phase 2) 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.

ARTICLE XLX. NOTICE

Whenever written notice to a member (or members) 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 Umbrella Association, unless such member has given written notice to the Umbrella 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 Umbrella Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

ARTICLE XLXI. TITLE

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

ARTICLE XLXII. INTERPRETATION

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

ARTICLE XLXIII. OMISSIONS

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

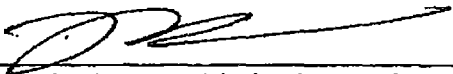
ARTICLE XLXIV. GENDER AND GRAMMAR

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

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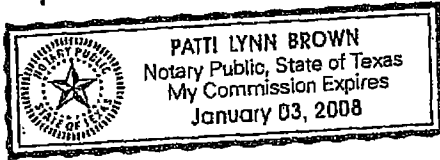
CONTINENTAL HOMES OF TEXAS, L.P.
a Texas limited partnership

By Its Sole General Partner: CHTEX OF TEXAS,
INC., a Delaware corporation

By: 
Timothy D. Pruski, Assistant Secretary

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 8th day of November; 2004, by Timothy D. Pruski, Assistant Secretary of CHTEX OF TEXAS, INC., a Delaware corporation, as General Partner of CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership, on behalf of said corporation and limited partnership.

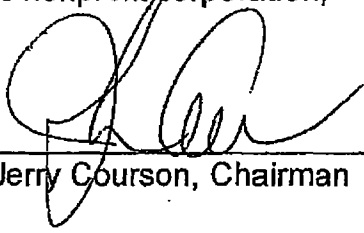



Notary Public, State of Texas

[NOTARY'S SEAL]

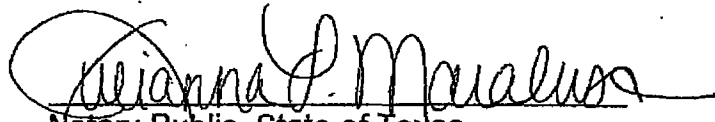
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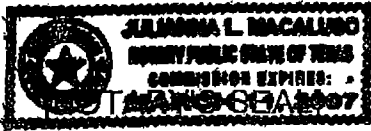
THE DOMINION HOMEOWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation,

By: 
Jerry Courson, Chairman

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 9 day of November, 2004, by Jerry Courson, Chairman of THE DOMINION HOMEOWNERS ASSOCIATION, INC, on behalf of said corporation.


Notary Public, State of Texas



EXHIBITS:

Exhibit A - Property Description

AFTER RECORDING, RETURN TO:
Continental Homes of Texas, L.P.
211 N. Loop 1604 E., Suite 130
San Antonio, Texas 78232
Attn: Erika Jucknies

And a copy to:

The Dominion Homeowners Association
10 Dominion Drive
San Antonio, Texas 78257
Attn: Eugene Patillo

EXHIBIT A

Residential Lots:

Lots 9–25; Lots 27-42; Lots 44–49; Lots 51–54; Lots 56-72; Lots 74-82; Lots 84-101; Lots 103-113; Lots 115-131; Lots 133-139; Lots 142-157; all in Block 28, New City Block 16386; according to a plat thereof recorded in Volume 9562, Pages 218-221 of the Real Property Records of Bexar County, Texas.

Common Area:

The following property depicted on the plat for Phase 2, recorded in Volume 9562, Pages 218-221 of the Real Property Records of Bexar County, Texas.

- Lots 1-7, Block 28 identified as "Private Streets and Private Alleys", which includes landscaped "Parking Spaces"
- Lot 8, Block 28 identified as "Open Space (Permeable)"
- Lot 26, Block 28 identified as "Open Space (Permeable)", which includes a "Variable Width Drainage Easement"
- Lot 43, Block 28 identified as "Open Space (Permeable)"
- Lot 50, Block 28 identified as "Open Space (Permeable)"
- Lot 55, Block 28 identified as "Open Space (Permeable)"
- Lot 73, Block 28 identified as "Open Space (Permeable)"
- Lot 83, Block 28 identified as "Open Space (Permeable)"
- Lot 102, Block 28 identified as "Open Space (Permeable)"
- Lot 114, Block 28 identified as "Open Space (Permeable)"
- Lot 132, Block 28 identified as "Open Space (Permeable)"
- Lot 140, Block 28 identified as "Open Space (Permeable)"
- Lot 141, Block 28 identified as "Open Space (Permeable)", which includes a "Variable Width Drainage Easement"
- Lot 158, Block 28 identified as "Common Area", which includes a "Variable Width Drainage Easement"

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 00000000 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:

DEC 02 2004



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20040274578 Fees: \$64.00
12/02/2004 10:38AM # Pages 26
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK

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 00000000 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:

DEC 02 2004



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

fw