

KMP 50014104

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



## TABLE OF CONTENTS

	Page
Article 1. Umbrella Declaration and Common Properties.....	1
Article 2. Definitions .....	2
Article 3. Use .....	3
Article 4. Title to Common Properties .....	4
Article 5. Umbrella Declarations .....	5
Article 6. Architectural Control .....	5
Article 7. Size of Dwelling.....	8
Article 8. Outbuilding Requirements.....	8
Article 9. Building Codes .....	8
Article 10. Masonry Requirements .....	9
Article 11. Fences .....	9
Article 12. Driveways .....	10
Article 13. Temporary Structures .....	10
Article 14. Signs .....	10
Article 15. Maintenance .....	11
Article 16. Assessments.....	11
Article 17. Utility Easements.....	13
Article 18. Outside Parking and Storage of Vehicles.....	13
Article 19. Nuisances .....	14

Article 20.	Garbage and Refuse Disposal; Trash Receptacle Areas ..	14
Article 21.	Animals .....	14
Article 22.	Oil and Mining Operations .....	15
Article 23.	Individual Water and Sewage Systems .....	15
Article 24.	Radio or TV Antenna, Solar Panels, and Flag Poles .....	15
Article 25.	Drainage Easements .....	15
Article 26.	Mail Boxes .....	16
Article 27.	Athletic Facilities .....	16
Article 28.	Garages .....	16
Article 29.	Roofs .....	17
Article 30.	Yard Lights .....	17
Article 31.	Numbering .....	17
Article 32.	Window Treatments .....	17
Article 33.	Burglar and Fire Alarms .....	18
Article 34.	Setback Lines .....	18
Article 35.	Height Limitations .....	19
Article 36.	Irrigation .....	19
Article 37.	Guttering .....	20
Article 38.	Tree Protection .....	20
Article 39.	Landscaping .....	20
Article 40.	Firearms, Projectiles and Weapons .....	21

Article 41.	Subdivision or Combination of Lots .....	21
Article 42.	Sidewalks .....	21
Article 43.	Waiver and Laches .....	21
Article 44.	Term .....	22
Article 45.	Enforcement .....	22
Article 46.	Invalidation .....	22
Article 47.	Non-Judicial Foreclosure .....	22
Article 48.	Assessment By Award or Judicial Decree.....	24
Article 49.	Prior Liens.....	24
Article 50.	Reservation of Rights .....	25
Article 51.	Amendment.....	25
Article 52.	Notice.....	26
Article 53.	Titles.....	26
Article 54.	Interpretation.....	26
Article 55.	Omissions .....	26
Article 56.	Gender and Grammar.....	26
Article 57.	Submittals to Declarant.....	26

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

THE STATE OF TEXAS  
COUNTY OF BEXAR

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

THAT **SEILHAN-PULLIAM INVESTMENTS, LTD.**, a Texas limited partnership ("Declarant"), being the owner of all of the lots situated within that certain subdivision know as **"THE CHATEAUX AT THE DOMINION"** which is part of THE DOMINION PLANNED UNIT DEVELOPMENT, according to the map or plat of said subdivision recorded in Volume 9572, pages 134, 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 ("Section Declaration") 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 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 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 the 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 the Section Declaration shall have the following meanings unless the context prohibits:

2.1 Architectural Control Committee or Committee shall mean the Architectural Control Committee established by the Umbrella Declaration.

2.2 Association shall mean The Dominion Homeowners Association, the nonprofit corporation which is referred to in the Umbrella Declaration, and its successors and assigns.

2.3 Common Properties shall mean the properties situated in the subdivision to be owned and maintained by the Association for the common use and enjoyment of its members, as well as those private streets, greenbelts, parkways, medians, islands, gates and other facilities now or hereafter situated anywhere within The Dominion Planned Unit Development which are owned by the Association.

2.4. Declarant shall mean Seilhan-Pulliam Investments, Ltd., and any other party to whom it assigns in writing any of its rights hereunder. No assignment of Declarant rights is valid unless approved by the Association, in writing.

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

2.6 Improvements shall mean and include all buildings, outbuildings, patios, balconies, decks, fences, walls, hedges, landscaping, antennas, towers, poles, ponds, lakes, swimming pools, driveways, parking areas, utilities, signs and other structures, apparatus, improvements, playgrounds, recreational facilities or equipment, plantings, or equipment whether of a temporary, permanent or semi-permanent character, and all subsequent changes, additions, treatments or replacements thereto.

2.7 Lot shall mean any Lot, plot, parcel or tract of land shown on the recorded subdivision plat of the subdivision with the exception of the Common Properties.

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

2.9 The Dominion Planned Unit Development or Dominion 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.

2.10 Umbrella Declaration shall mean the Declaration of Covenants, Conditions, Easements and Restrictions duly recorded in Volume 2956, Page 61, et seq. of the Official Public Records of Real Property of Bexar County, Texas, and any amendments thereto duly recorded in such records.

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

2.12 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.

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. Any proposed subdivision of lots must be approved in writing, by the Board of Directors.

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, 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.

3.4 All construction on dwellings must be completed within two years of the date of the issuance of the Building Permit unless waived by the Committee.

3.5 No single-family unit may be rented or leased without the express written consent of the Board of Directors. No "time-share plan" or any similar plan of fragmented or interval ownership of said single-family unit shall be permitted on the Lot.

#### **Article 4. Title to Common Properties**

The private streets, greenbelts and other so-called "Common Properties" situated within the subdivision, which are earlier identified herein as "Common Properties", shall be deeded in fee to the Association at such time as the following conditions have been met:

- (1) The Common Properties are deeded in fee to the Association free and clear of any liens or other encumbrances prior to the conveyance of a platted Lot within the subdivision; and
- (2) In excess of fifty percent (50%) of the Owners of Lots in the subdivision are required hereunder to pay maintenance assessments; and
- (3) The Association has verified the condition of the Common Properties & Improvements thereto as provided hereafter

Declarant shall send written notice to the Association when the foregoing 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 will send a punch list of items to repair or replace prior to the acceptance 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 then the Association will issue an acceptance letter of the Common Properties.

Until all 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. 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.

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. In the event the Common Property Improvements are not completed within such one hundred eighty (180) days, Declarant shall first have provided a good and sufficient bond, which shall be in an amount equal to the estimated costs of completion of Common Property Improvements. The Association may extend the one hundred eighty (180) day deadline



and waive the bond requirement in its sole discretion, for good cause shown, but only on a Lot-by-Lot basis.

## **Article 5. Umbrella Declarations**

5.1 In addition to the covenants, conditions, restrictions and obligations set forth in this Declaration, the Umbrella Declaration (as modified from time to time), and the covenants, conditions, restrictions and obligations set forth therein shall apply to the Lots in the Subdivision, whether or not the Declarant has complied with the provisions of Article I, Section 3 of the Umbrella Declaration by recording of the annexation certificate annexing the Subdivision into The Dominion Planned Unit Development. Notwithstanding the foregoing, should any restriction of this Declaration conflict with a restriction of the Umbrella Declaration, the more restrictive restriction in either this Declaration or the Umbrella Declaration shall control.

## **Article 6. Architectural Control**

6.1 No "Improvements" as that term is defined herein, or as defined in the Umbrella Declaration for The Dominion Planned Unit Development, may be erected, placed, installed, modified or replaced on any Lot covered hereby without first complying with the Architectural Control Committee requirements referred to herein and in the Umbrella Declaration, the applicable terms and provisions of such Umbrella Declaration being hereby incorporated herein by reference, including, but not limited to, the obtaining of prior approval of the Committee for preliminary design submittals and for final design submittals (i.e., final plans and specifications) for such Improvements as set forth in Article V of the Umbrella Declaration. The Committee shall have final approval rights as to such submittals.

In addition, the following terms and conditions shall apply to Architectural Control:

- (1) Development Objectives. The aesthetic quality of the subdivision requires that all Improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, the Committee has been created. The Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.
- (2) Architectural Control Committee. The Architectural Control Committee shall be composed of five (5) members appointed by the Board of Directors of the Association who have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Committee.
- (3) Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of buildings of good architectural design, quality and proper size compatible with the Declarant's conceptual plan for the subdivision. Buildings should be planned and designed with particular

attention to the design and aesthetic appearance of the exterior and the use of such material as will, in the judgment of the Committee, create an attractive and harmonious blend with existing and proposed homes and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Committee feels that the repetition of such matters will have an adverse affect on The Dominion Planned Unit Development.

- (4) Function of the Architectural Control Committee. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all purposes consistent with the creation and preservation of a first-class development. No "Improvement", as that term is defined in this Declaration shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of a Lot in the subdivision until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Committee shall have the power to employ professional consultants to assist the Architectural Control Committee in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.
- (5) Procedure of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering the Improvements, which procedures and guidelines will be binding upon the Owners, their successors and assigns. All submissions (requests for approvals, inquiries, etc.) to the Committee, in order to be effective, must be by written communication addressed to the Committee at the business offices of the Association, and must either be delivered to such offices or sent in the United States Mail thereto. Verbal approval from such Committee shall be ineffectual for any purpose. All approvals or variances issued by the Committee, in order to be effective, must be in writing
- (6) Approval of Plans. No building, structure, wall, fence, landscaping, recreational facilities of any kind, or other Improvement shall be commenced, erected or maintained upon the Lot, nor shall any exterior addition to or change or alteration therein be made, until the detailed plans and specifications therefore shall have been submitted to and approved in writing by the Committee as to harmony of external design, color and location and as to compliance with minimum standards in relation to property lines, easements, grades, surrounding structures, walls, topography and all other matters related thereto. The submitted plans and

specifications shall specify, in such form as the Architectural Control Committee may reasonably require the materials, structural detail, elevations, landscaping detail, and the nature, kind, shape, height, exterior color scheme, and location of the proposed Improvements or alteration thereto. The Architectural Control Committee shall be the sole authority to determine whether proposed structures comply with applicable covenants, condition, and restrictions and are in harmony of external design with existing structures and the overall plan of development of the subdivision. Among other matters, the Committee shall consider the proposed topography, finished grade elevation, and the general appearance of the proposed Improvements as may be determined from the front, rear and side elevations on submitted plans. The Committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built on, in and/or within the subdivision and, to the extent possible, ensure the harmonious development of the subdivision in conformity with the common plan and design. The Committee is not required to police or enforce the compliance with such considerations as minimum size, setbacks, or other specific, objective construction requirements. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee, or any of its members, be subject to suit by anyone for damages.

- (7) Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions, or architectural standards which are provided in this Declaration or which may be promulgated in the future. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the community and must not detrimentally affect the integrity of the subdivision or the harmony with the natural surrounding. Written requests for variances shall be deemed to be disapproved if the Committee has not expressly, and in writing, approved such request within thirty (30) days from the submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the granting of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce this Declaration and architectural standards provided hereunder, against any other Owner.
- (8) Issuance of Building Permit. Upon approval of final submittal, a Building Permit will be issued and construction may begin. All such permits must be prominently displayed at the job site and covered with clear plastic to prevent weathering.

- (9) Certificate of Occupancy. Prior to any occupancy of a Dwelling, the Committee must issue a "Certificate of Occupancy" which evidences the Committee's acknowledgment that the Dwelling has been completed in substantial accordance with the final design submittals. (Such Certificate shall not, however, prohibit the Committee from subsequently objecting to Improvements not built in compliance with the plans and specifications).
- (10) Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has disapproved such preliminary design or plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.
- (11) Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee nor any of the members of such Committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake or judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications required herein.

## **Article 7. Size of Dwelling**

7.1 The total floor area of each Dwelling shall be not less than three thousand five hundred (3,500) square feet if one (1) story and four thousand (4,000) 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 8. Outbuilding Requirements**

8.1 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 it's design and materials composition.

## **Article 9. Building Codes**

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

**Article 10.**  
**Masonry Requirements**

10.1 The exterior walls of each Dwelling shall be at least one hundred percent (100%) 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 and masonry veneer include 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 structures will not detract from the general appearance of the neighborhood.

**Article 11.**  
**Fences**

11.1 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 Dwelling and the surrounding Dwellings and habitat. No wood or chain-link fences will be permitted.

11.2 Unless written approval of the Committee is obtained, 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.

11.3 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 rounded property corner, from the intersection of the street line extended. The same sight line limit shall apply on any Lot within ten (10') feet 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.

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

## **Article 12. Driveways**

12.1 All driveway 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 Bomanite type textual surface or a salted stained finish. No smooth finish concrete driveways or other hard surfaces are permitted. No asphalt driveways are permitted.

12.2 The driveway entrances for Lots 32, 33 and 37 shall be off of Chaumont Lane. Lots 32 and 33 shall not have a driveway entrance off of Montivillers. Lot 37 shall not have a driveway entrance off of Saint Albins. The driveway entrance for Lot 1 shall be off of Montivillers. Lot 1 shall not have a driveway entrance off of Saint Albins.

## **Article 13. Temporary Structures**

13.1 No structures of 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. 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 14. Signs**

14.1 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 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 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 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.

**Article 15.**  
**Maintenance**

15.1 Grass, weeds, shrubs and all vegetation on each Lot sold shall be kept mowed and/or trimmed at regular intervals. Trees, shrubs, vines and dead plants shall be promptly removed from the property and promptly replaced. Lawns must be properly maintained, improvements must be properly 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 of such Lot. Any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. All Lots shall be kept at all times sanitary, healthful, attractive and in a safe condition, in the sole judgement of the Association, and the accumulation of garbage, trash or rubbish of any kind thereon shall not be permitted.

15.2 In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements (or any other reasonable requirements established from time to time by the Association and published to Owners, for the purpose of maintaining a sanitary, healthful and attractive subdivision or for the purpose of complying with any of the maintenance requirements as provided in Section 2, Article VIII of the aforesaid Umbrella Declaration) then, in such event, the Declarant or the Association may specifically enforce the Umbrella Declaration and those enforcement provisions contained herein, and may have the grass, weeds, shrubs, trees and plants removed therefrom. Declarant or the Association may also, at their option, remove any garbage, trash or rubbish situated on a Lot in violation of this covenant and to make or repair Improvements as deemed required. The Owner of any such Lot shall be obligated to reimburse Declarant or the Association for the cost of any such maintenance or removal or repair upon demand.

**Article 16.**  
**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 Dominion Homeowners 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 levied 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 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, such as sodding, flowers, ground cover, shrubbery, trees, walkways, security guard facilities and street lights, 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 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. The rate of annual assessment may be increased or decreased by vote of the Board of Directors from time to time after due consideration to then current maintenance and security 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 improvement on or which is 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.

Vote Required for Increase in Rate of Annual Assessment: The increase in the rate of the annual assessment as authorized herein above must be approved by a majority of the Board of Directors of the Association voting in person or by proxy, at meeting duly called for such purpose.

Vote Required for Special Assessment: The Special Assessments authorized herein, must be approved by majority of votes of the Board of Directors of the Association voting in person or by proxy, at meeting duly called for such purpose.

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 the Declarant, on the date construction of a Dwelling commences on Lot, whichever shall first occur. Within 30 days of conveyance to Owner by Declarant, 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 from time to time, or at other intervals or dates established by the Board of Directors from time to time.

## **Article 17.**

### **Utility Easements**

17.1 Easements for installation and maintenance of utilities, cable television and drainage facilities are reserved as shown on the recorded plat for Subdivision and/or provided 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 cable television 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 18.**

### **Outside Parking and Storage of Vehicles**

18.1 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.

18.2 Except for emergency vehicles, no automobile, truck, trailer, boat, recreational vehicle or any other vehicle or property of any kind may be parked or stored (whether or not such parking is temporary) on any street, roadway or other Common Properties within the subdivision at any time. All parking within the subdivision shall be on an Owner's driveway or other paved surfaces on a Lot. Each Owner shall be responsible for notifying all of the Owner's guests and service companies of the "no parking" requirement established in this paragraph.

18.3 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. 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.

## **Article 19. Nuisances**

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

19.2 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 or allow any condition to exist which will adversely affect the other Dwellings or the other Owners. No blasting shall be conducted on any Lot.

19.3 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.

19.4 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 20. Garbage and Refuse Disposal; Trash Receptacle Areas**

20.1 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 area in the Subdivision.

## **Article 21. Animals**

21.1 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 [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 of 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 22.**  
**Oil and Mining Operations**

22.1 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 excavation 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 storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

**Article 23.**  
**Individual Water and Sewage Systems**

23.1 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 24.**  
**Radio or TV Antenna, Solar Panels, and Flag Poles**

24.1 No radio or television aerial wires, towers, antennae, discs, satellite dishes or other special television or cable apparatus or equipment or flag poles shall be erected, installed or placed on any Lot without the prior written approval of the Committee. In no event shall any installation be visible from the street or any other lot.

**Article 25.**  
**Drainage Easements**

25.1 Easements for drainage throughout the Subdivision are reserved as shown on the recorded plat for 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 25 shall in no event be deemed or construed to impose liability of any nature on the Committee, Declarant, and the Association. The drainage easements provided for in this Article 25 shall in no way affect any other recorded easement in the Subdivision.

#### **Article 26. Mail Boxes**

26.1 Centralized mailboxes shall be provided. The design, style, color, location and all other components of all mailboxes must be approved by the Committee.

#### **Article 27. Athletic Facilities**

27.1 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. The size, location and appearance of tennis and sport courts must be submitted to the Committee for approval in the Committee's sole discretion and must be properly screened with landscaping.

#### **Article 28. Garages**

28.1 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 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 the driveway forward of the front building wall of the Dwelling other than those service vehicles temporary parked for the purpose of serving such Lot. Garages must be setback a minimum of ten feet (10') 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.

## **Article 29. Roofs**

29.1 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. Notwithstanding the foregoing, the Committee is empowered to waive the roofing material requirement, if, in its sole discretion, such waiver is advisable to accommodate a unique or advanced building concept, design or material, or to comply with historical authenticity standards or period architecture, and the resulting roof shall not detract from the general appearance of the neighborhood.

29.2 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 30. Yard Lights**

30.1 Each Owner shall construct (at the same time that the Dwelling is constructed) a yard light, which shall be freestanding lamp post with a lamp fixture affixed at the top. An electric lamp shall be activated by a photo-electronic type timer, which turns the light on at sundown and off at sunrise, or the lamp may be a gas light which burns continuously. The Committee shall determine the maximum height and location of the lamp post. No by-pass shall be installed for the yard light.

## **Article 31. Numbering**

31.1 Numbers identifying 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 32. Window Treatments**

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

**Article 33.**  
**Burglar and Fire Alarms**

33.1 Each Dwelling constructed on a Lot shall be pre-wired for perimeter burglar and fire alarms systems covering all exterior doors, entries and window 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 34.**  
**Setback Lines**

34.1 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 five feet (25') of the rear boundary of a Lot or within ten feet (10') to each of the side boundaries of such Lot (unless the Lot is a corner Lot described below).

34.2 In addition to Section 34.1 above, the following corner Lots in the Subdivision will have a setback line from the side street as indicated:

<b>Corner Lot No.</b>	<b>Setback from Side Street</b>	<b>Side Street</b>
Lot 1	15'	Saint Albins
Lot 24	25'	Montivilers
Lot 27	30'	Dominion Drive
Lot 28	30'	Dominion Drive
Lot 32	15'	Montivillers
Lot 33	15'	Montivillers
Lot 37	15'	Saint Albins
Lot 43	15'	See § 28.3 below
Lot 45	15'	See § 28.3 below
Lot 48	15'	See § 28.3 below
Lot 49	15'	See § 28.3 below
Lot 51	15'	See § 28.3 below
Lot 53	15'	See § 28.3 below
Lot 55	30'	Dominion Drive
Lot 57	30'	Dominion Drive
Lot 58	30'	Dominion Drive
Lot 60	30'	Dominion Drive

In no event shall any Dwelling or other structure be constructed, placed or maintained within said side setbacks for corner Lots.

34.3 At the time the Owners of Corner Lots 43, 45, 48, 49, 51 & 53 submit their plans to the Committee for approval pursuant to the Umbrella Declaration, they shall

request a determination from the Committee of which side of their lot is considered the front, to which the above stated front set back shall apply and which side of their lot is considered the side, to which the applicable setback from side street shall apply. The Committee shall make said determination in its sole discretion.

34.4 In no event shall the front of any Dwelling in the Subdivision, except those on Lots 27, 28, 55, 56, 57, 58, 59 and 60, face Dominion Drive.

34.5 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 the 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 ten feet (10') 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 as indicated on the plat or in this Section Declaration. Such consolidation is limited as provided in Article 34 hereof.

#### **Article 35. Height Limitations**

35.1 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 36. Irrigation**

36.1 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 37. Guttering**

37.1 All Dwellings must be guttered with downspouts only as necessary to minimize adverse drainage consequences for adjoining lots, and so that the direction of water flow is managed so that water flow from a Lot will not be concentrated to one area.

### **Article 38. Tree Protection**

38.1 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.

38.2 Grading or trenching within the dripline should be minimized and preferably limited to areas away from the center of the tree crown. A qualified arborist or landscape architect shall be consulted when working within the dripline of major trees.

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

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

### **Article 39. Landscaping**

39.1 Any landscaping required by the plans and specifications as 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 40.**  
**Firearms, Projectiles and Weapons**

40.1 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 41.**  
**Subdivision or Combination of Lots**

41.1 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 42.**  
**Sidewalks**

42.1 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 43.**  
**Waiver and Laches**

43.1 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 a Declarant or 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 of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

**Article 44.**  
**Term**

44.1 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 this Section Declaration is recorded and continuing through and including January 1, 2036, after which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by 70% 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 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 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 45.**  
**Enforcement**

45.1 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 46.**  
**Invalidation**

46.1 The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, not in conflict therewith, which shall remain in full force and effect.

**Article 47.**  
**Non-Judicial Foreclosure**

47.1 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, 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.

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

1. Request the Trustee appointed herein, or his 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 gives notice of the foreclosure sale as a 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. \_\_\_\_\_, Attorney at Law, is appointed Trustee for the purpose of enforcing the 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 father notice
5. It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code Section 51.002, relating to non judicial sales by power of sale and, in the event of the amendment of said Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any Owner or mortgagee of any Owner, may, by amendment to this Declaration filed in the office of the County Clerk of Bexar County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002.
6. Any liens created by this Article 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 for trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the Lot in question.

#### **Article 48. Assessments By Award Or Judicial Decree**

48.1 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, cost, 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 Section shall constitute an event that may give rise to the remedies provided in Article 47 herein.

#### **Article 49. Prior Liens**

49.1 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 COSTS 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 50.**  
**Reservation of Rights**

50.1 Declarant shall have and reserves the right at any time and from time to time, with the joinder or consent of the Association or any other party to amend this Section Declaration or any future Declaration, by an instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that 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 51.**  
**Amendment**

51.1 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, 2016, no such amendment shall be valid or effective without written joinder of Declarant, unless Declarant specifically waives this requirement by written recorded instrument.

**Article 52.**  
**Notice**

52.1 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 53.**  
**Titles**

53.1 The title, 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 thereof.

**Article 54.**  
**Interpretation**

54.1 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 55.**  
**Omissions**

55.1 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 56.**  
**Gender and Grammar**

56.1 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.

**Article 57.**  
**Submittals to Declarant**

57.1 In addition to the Architectural Control Committee requirements in the Umbrella Declaration which are incorporated herein by reference, including but not

limited to, the obtaining of prior approval of the Committee for preliminary design submittals and for final design submittals (i.e. final plans and specifications) for such Improvements as set forth in Article V of the Umbrella Declaration, every Owner shall be required to provide Declarant at 24165 IH-10 West #217-511, San Antonio, Texas 78257 (or at the address of its registered agent in the records of the Texas Secretary of State) with copies of preliminary design submittals and final design submittals for approval by Declarant that the improvements proposed thereon are of good architectural design, quality and proper size compatible with the Declarant's conceptual plan for the subdivision, prior to such items being submitted to the Committee. Declarant may disapprove the construction or design of a home on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of the other homeowners or to preserve the serenity and natural beauty of the surroundings.

EXECUTED this 3<sup>th</sup> day of oct., 2006

Seilhan-Pulliam Investments, Ltd.

By: Seilhan-Pulliam GP, L.L.C.

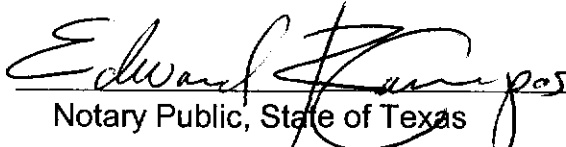
By:   
Kevin Seilhan, Manager

STATE OF TEXAS

COUNTY OF BEXAR

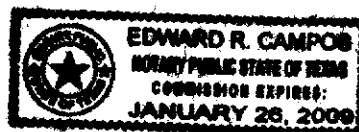
§  
§  
§

This instrument was acknowledged before me on the 3<sup>th</sup> day of oct., 2006, by Kevin Seilhan, Manager of Seilhan-Pulliam, GP, L.L.C., general partner of Seilhan-Pulliam Investments, Ltd., a Texas limited partnership.

  
Notary Public, State of Texas

After recording, return to:

Seilhan-Pulliam Investments, Ltd.  
24165 IH-10 West #217-511  
San Antonio, Texas 78257



Doc# 20060241279  
# Pages 32  
10/04/2006 07:27:07 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
BEXAR COUNTY  
GERRY RICKHOFF COUNTY CLERK  
  
Fees 136.00

STATE OF TEXAS  
COUNTY OF BEXAR  
This is to Certify that this document  
was e-FILED and e-RECORDED in the Official  
Public Records of Bexar County, Texas  
on this date and time stamped thereon.  
10/04/2006 07:27:07 AM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerry Rickhoff*