

SCANNED



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

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

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

THAT **Dominion Drive Partners, Ltd.**, a Texas limited partnership ("Declarant"), being the owner of all of the property situated within that certain subdivision know as **THE COMMONS AT THE DOMINION** (the "Subdivision") which is part of THE DOMINION PLANNED UNIT DEVELOPMENT ("The Dominion PUD"), according to the map or plat of said subdivision recorded in Volume 9570, Pages 130-131, of the Deed and Plat Records of Bexar County, Texas, and desiring to create and carry out a uniform plan for the improvement, development and sale of the property 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 subject property 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, Common Properties, and
Creation of Condominium Regime in the Subdivision**

1.1 The Subdivision is subject to the Umbrella Declaration as defined in Section 2.10 hereof, except as set forth in Article 13 of this Section Declaration.

1.2 This Section Declaration is subject to the Umbrella Declaration except as set forth in Article 13 of this Section Declaration.

1.3 The Subdivision is subject to the Declaration of Protective Covenants for O-1 Zoning (The Commons Tract) (the "Zoning Declaration"), identified in Sub section 2.11 hereof.

1.4 There will be no Common Properties, as defined in the Umbrella Declaration, within the Subdivision.

1.5 It is expressly contemplated that the Subdivision may be converted into a Condominium Regime by complying with Chapter 82 of the Texas Property Code, or such other applicable statutory requirements regarding the creation of condominiums. Should a Condominium Regime be created, the condominium association will be successor to the Declarant.

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, Inc., the nonprofit corporation which is referred to in the Umbrella Declaration, and its successors and assigns.

2.3 Board of Directors shall mean the board of directors of The Dominion Homeowners Association, Inc.

2.4 Common Elements shall mean all real and personal property owned and maintained by the Declarant for the common use and enjoyment of the Occupants their guests, invitees, and licensees and any future Owners. The Common Elements to be owned by the Declarant are described as follows:

The private roads shown on the plat(s), greenbelts, parkways, medians, islands and other facilities now or hereafter situated within Subdivision.

2.5. Declarant shall mean Dominion Drive Partners, Ltd., a Texas limited partnership, its successors, and any other party to whom it assigns any of its rights hereunder. Any such assignment shall be made by written instrument recorded in the Official Public Record of Real Property of Bexar County, Texas. Should a Condominium Regime for the Subdivision be created, the condominium association shall automatically succeed Declarant with all rights and obligations as set forth herein.

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

2.7 Occupant shall mean someone who is authorized to occupy a Unit under a written agreement or contract with Declarant. Upon the creation of a Condominium Regime, an Occupant may become an Owner of a Unit; and, therefore, a member of any condominium association which is created.

2.8 Property shall refer to the approximately 4.379 acres, or 190,762 square foot more or less, tract of land as shown on the attached Exhibit "A".

2.9 The Dominion Planned Unit Development or The Dominion PUD shall mean that development which is covered by the Umbrella Declaration, both the original property described therein as well as any other additional property which may be annexed thereto in accordance with the terms of the Umbrella Declaration.

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 Record of Real Property of Bexar County, Texas, and any amendments thereto duly recorded in such records. Any words not defined herein shall have the definition set forth in the Umbrella Declaration.

2.11 Unit shall mean and refer to any Improvements within the Subdivision designated for separate ownership or occupancy.

2.12 Unit Owner shall mean and refer to the owner, whether one or more persons or entities, (including contract sellers, but excluding those having such interest merely as security for the performance of an obligation) of any Improvements within the Subdivision which are designated for separate ownership or occupancy. A Unit Owner only has a fractional ownership interest in the Common Elements.

2.13 Zoning Declaration shall mean the Declaration of Protective Covenants for O-1 Zoning as filed and recorded in Volume 11085, Page 1079, et. seq. of the Official Public Record of Real Property of Bexar County, Texas .

Article 3.

Use

3.1 All Property in the Subdivision shall be used only for the purposes specified in the Zoning Declaration but may additionally be used for light office uses as the Board of Directors of the Association may, from time to time, approve in writing.

Article 4.

Umbrella Declaration

4.1 The Umbrella Declaration (as modified from time to time), and the covenants, conditions, restrictions and obligations set forth therein shall apply to Property, whether or not 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 Section Declaration or Zoning Declaration conflict with a restriction of the Umbrella Declaration, the more restrictive restriction shall control.

Article 5.

Architectural Control

5.1 Development Objectives. The Umbrella Declaration establishes an Architectural Control Committee which has the responsibility to carry out the goals and functions that have been adopted and development objectives which are set forth therein. The aesthetic quality of

the Subdivision requires that all Improvements be compatible with other Improvements and be in harmony with the natural surroundings and the common scheme of development of The Dominion PUD.

5.2 Board of Directors or Architectural Control Committee. Approval of all Improvements in the Subdivision shall be vested in the Board of Directors or Architectural Control Committee established in the Umbrella Declaration should the Board of Directors appoint the Architectural Control Committee to act in a specific circumstance. Declarant hereby ratifies the Architectural Control Committee established in the Umbrella Declaration with architectural review authority over the Improvements within the Subdivision as same is set out in detail in Article IV of the Umbrella Declaration.

5.3 Approval of Plans. No Improvement as that term is used in the Umbrella Declaration shall be commenced, erected or maintained within The Commons at The Dominion, nor shall any exterior addition to or change or alteration therein be made, until the final design submittals (e.g., detailed plans and specifications therefore) have been submitted to and approved in writing by the Board of Directors or Committee as to harmony of external design, color, and as to compliance with minimum standards.

Article 6. Size of Buildings

6.1 The total floor area of all buildings shall not exceed 35,000 square feet. 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.

6.2 Buildings adjacent to Dominion Drive shall be single story and no Building shall exceed two stories in height within the Subdivision.

Article 7. Building Codes

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

Article 8. Masonry Requirements

8.1 All exterior walls of any buildings within the Subdivision shall be composed of lime-based cement plaster. Stone or cast stone shall be limited to trim and architectural details only. Accent cantera tiles are encouraged but not required. No other materials shall be permitted. Exposed concrete foundation shall be finished with cement plaster or other approved masonry accent to eighteen inches (18") or less from finished grade.

Article 9. Fences

9.1 All fences and walls in the Subdivision must be approved by the Board of Directors and 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 Board of Directors or Committee is compatible with the style of building, the surrounding buildings, and habitat.

9.2 No wood or chain-link fences will be permitted.

Article 10. Temporary Structures

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

10.2 No trailer, camper, recreational vehicles or similar vehicles shall at any time be connected to utilities situated within the Property, provided a construction trailer screened from the golf course and Dominion Drive is permitted during the construction of the Improvements.

10.3 No building previously constructed elsewhere may be moved on the Property in the Subdivision controlled by this Section Declaration. This covenant specifically includes the use of a mobile home, manufactured home, modular home, or any similarly named structure in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as an office building, either temporarily or permanently, and further, specifically includes a mobile home, manufactured home, modular home, recreational vehicle, or any similarly named structure upon which the wheels have been left attached.

Article 11. Signs

11.1 Limited commercial signage will be allowed within the Subdivision. Such signage shall be compatible with existing signage in The Dominion PUD and shall be subject to approval by the Board of Directors or Architectural Control Committee.

Article 12. Maintenance

12.1 The Declarant shall ensure that the grass, weeds, shrubs and all vegetation in the Subdivision shall be kept mowed and/or trimmed at regular intervals. Dead or dying trees, shrubs, vines and plants shall be promptly removed from the Property and promptly replaced.

12.2 The Declarant shall ensure that Improvements are properly repaired and maintained, and that no objectionable or unsightly usage of the Property will be permitted which is visible to the public view or from an adjacent Lot.

12.3 The Subdivision shall be kept at all times in a sanitary, healthful, attractive and safe condition, in the sole judgment of the Association, and the accumulation of garbage, trash or rubbish of any kind thereon shall not be permitted.

Article 13. Assessments and Voting

13.1 It is the intent of the Declarant that this Article overrides any and all provisions regarding assessments and voting which are found in the Umbrella Declaration, and any amendments thereto.

13.2 Annual Assessments. The Declarant, its successors and assigns, shall be deemed to covenant and agree to pay the Association annual assessments or charges in the amount of \$12,000. per year through December 31, 2010, prorated for the first year from the date a Certificate of Occupancy is issued on a building to the last day of the fiscal year of the Association.

13.3 Adjustment to Assessment. Beginning on January 1, 2011, the assessment payable to the Association ("Base Assessment") shall be adjusted annually to reflect increases in the Consumer Price Index for "All Urban Consumers, U. S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor.

a. The adjustments to the Base Assessment will be determined by multiplying the Base Assessment by a fraction, the numerator of which is the index number for the last month before the adjustment and the denominator of which is the index number for the first month of the year in which the adjustment is made. If the product is greater than the Base Assessment, Declarant will pay this greater amount as assessment until the next assessment adjustment. The annual assessment will never be less than the Base Assessment.

b. The Association will notify the Declarant of each adjustment to the Base Assessment no later than sixty days after the beginning of each calendar year in which an adjustment is to be made.

13.4 Special Assessments. The Declarant shall not be responsible for the payment of special assessments to the Association.

13.5 Personal Obligation and Lien. Each such assessment, together with interest thereon and cost of collection (including attorney's fees) thereof as hereinafter provided, shall be the personal obligation of the Declarant at the time the obligation accrued as well as constituting a lien running with the Property.

13.6 Purpose of Assessments. The annual assessment levied above is for the purpose of contributing to the maintenance and repair of the Association Common Properties on and along Dominion Drive from the IH-10 access road to the entrance of the property known as

Independence Village. This assessment is based on the anticipated minimal use of this area by Declarant, Occupants, any future Unit Owners, and their guests, lessees, and invitees.

13.7 Due Date of Assessments. Annual assessments shall be payable in monthly installments equal to 1/12 of the annual assessment, payable on the first day of each and every calendar month, unless the Board of Directors establish different payment dates or payment intervals upon written notice to the Declarant.

13.8 Membership and Voting Rights in The Dominion Homeowners Association, Inc. The Declarant and each Occupant of a Unit are not members of The Dominion Homeowners Association, Inc., and therefore, are not entitled to the rights and privileges of same and are not entitled to vote.

Article 14. Utility Easements

14.1 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.

Article 15. Driveways, Access, Sidewalks and Exterior Parking

15.1 Driveway curb cuts into the parking areas of the Subdivision are to be made from the access easement to the adjoining Independent Village at The Dominion and may not be made from Dominion Drive.

15.2 All sidewalks shall be constructed as to be consistent with other non-residential portions of the Subdivision and must comply with all applicable City of San Antonio Building Codes. All parking areas and driveways shall be asphalt blacktop, consistent with other non-residential portions of the Subdivision

15.3 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 Property.

Article 16. Nuisances

16.1 No noxious or offensive activity shall be carried on or upon the Property or upon the Common Elements nor shall anything else be done thereon which may be or may become an annoyance or nuisance to The Dominion PUD.

16.2 No Occupant or Unit Owner shall do any act or any work that will impair the structural soundness or integrity of another Improvement or impair any easement or

hereditament, nor do any act or allow any condition to exist, which will adversely affect the other Occupants and/or Owners of The Dominion PUD.

16.3 No blasting shall be conducted on any portion of the Property.

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

Article 17.
Garbage and Refuse Disposal;
Trash Receptacle Areas

17.1 The Property shall not 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 and in no event shall any garbage or trash containers be placed on the Property 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 18.
Animals

18.1 No animals shall be permitted within the Subdivision except those required for assisting the sight-impaired or as allowed by the Zoning Declaration.

Article 19.
Oil and Mining Operations

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

Article 20.
Individual Water and Sewage Systems

20.1 No individual water supply system or sewage disposal system shall be permitted on the Property, including, but not limited to, water wells, cesspools or septic tanks

Article 21.
Radio or TV Antenna, Solar Panels, and Flag Poles

21.1 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 the Property without the prior written approval of the Committee. In no event shall any installation be visible from the street or any other Lot.

Article 22.

Drainage Easements

22.1 Easements for drainage throughout the Subdivision are reserved as shown on the recorded plat for Subdivision, such easements being depicted as "drainage easements." The Declarant, Occupant or future Unit Owner of any Property in the Subdivision may not 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 Declarant, Occupant, or future Unit 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 Board of Directors or 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 the Declarant, Occupant, or any future Unit Owner to comply with the provisions of this Article 22 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 shall in no way affect any other recorded easement in the Subdivision.

Article 23.

Mail Boxes

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

Article 24.
Athletic Facilities/Playground Equipment

24.1 Athletic Facilities and Playground Equipment are expressly prohibited within the Subdivision.

Article 25.
Roofs

25.1 The surface of all roofs of principal and secondary structures shall be of slate, stone, concrete tile or clay tile in harmony with the roofs of The Dominion Country Club, Information & Sales Pavilion, and The Dominion Security Center. No composition roofs shall be permitted. Notwithstanding the foregoing, the Board of Directors or 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.

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

Article 26.
Window Treatments

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

Article 27.
Burglar and Fire Alarms

27.1 Each building constructed on the Property shall be constructed with 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 Board of Directors or 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 Declarant and may disapprove any plans and specifications not conforming to this provision or such standards.

Article 28.
Setback Lines

28.1 Except as otherwise expressly set forth in this Section Declaration, no building or other roofed structure, permanent or temporary, habitable or not, shall be constructed, placed or maintained except in conformity with the setback lines set forth as follows:

Front (Dominion Drive)	25'	Must be located to conform with the building massing and character of the existing Sales and Information Center.
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Side 20'
(Golf Course)

Side 10'
(Independence Village Drive)

Rear 30'
(abutting Independence Village property)

Article 29. Irrigation

29.1 The Property must be irrigated by sprinkler systems approved by the Board of Directors or Committee and in accordance with the irrigation plan approved by the Board of Directors or 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 30. Guttering

30.1 All buildings must be guttered with downspouts as necessary to minimize adverse drainage consequences for adjoining Improvements, and so that the direction of water flow is managed so that water flow from a building will not be concentrated to one area.

Article 31. Tree Protection

31.1 Trees will potentially be enjoyed by and benefit the Public. Consequently it is Declarant's intent to retain the overall character of the tree massing in the Subdivision.

31.2 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.

31.3 A qualified arborist shall also be consulted if overhead branches of major trees interfere with the construction of any Building.

31.4 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 32. Landscaping

32.1 Any landscaping required by the plans and specifications as approved by the Board of Directors or Committee must be fully installed on the Property within ninety (90) days from the first occupancy of any building situated on the Property in accordance with the landscape plan approved by the Board of Directors or Committee.

Article 33.
Firearms, Projectiles and Weapons

33.1 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 PUD is strictly prohibited and each Occupant and future Unit Owner shall ensure that his guests do not violate such prohibition. Additionally, use of any bow and arrow, slingshot or other launching or catapulting device is prohibited.

Article 34.
Subdivision or Combination of Property

34.1 No further subdivision of the Property shall be permitted without the express written consent of the Association. However, nothing shall prohibit the creation of a Condominium Regime or the transfer of Property and Declarant rights to a condominium association.

Article 35.
Waiver and Laches

35.1 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, Occupant, or an Unit 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 Occupant or future Unit Owner, by signing a contract with Declarant or by accepting title to a Unit, hereby waives the affirmative defenses of the Statute of Limitations, Waiver, and Laches with respect to covenant violations.

35.2 Noncompliant conditions shall be allowed to exist on the Property only upon the Declarant, Occupant, or future Unit Owner obtaining a written variance in accordance with the applicable provisions herein or in the Umbrella Declaration. Failure of Declarant, the Association, the Committee, or of any Owner to enforce the terms of this Section Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Article 36.
Term

36.1 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 Occupants and Unit Owners for a term beginning on the date this Section Declaration is recorded and continuing through and including January 1, 2037, after which time said covenants shall be extended automatically for successive periods of ten (10) years each,

unless an instrument signed by Declarant; or once a Condominium Regime is created, signed by 70% of the Unit Owners of the Units 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 Units located within the Subdivision involved in such breach.

36.2 Contracts for occupancy or 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 37. Enforcement

37.1 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 Property and/or Units, 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 Occupant or Unit Owner by virtue of not enforcing any restriction herein contained.

Article 38. Invalidation

38.1 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 39. Non-Judicial Foreclosure

39.1 To secure the payment of annual assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, the Declarant, its successors and assigns, upon acceptance of a deed to the Property governed by this Declaration conveys the Property 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 Declarant fails to tender payment of annual assessments when due, or if an Occupant or future Unit 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 Declarant, Occupant, or future Unit Owner on demand for any sums so advanced, including attorney's fees, plus interest

and all costs of collection 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.

40.2 If Declarant 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 Declarant 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:

- (a) 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
- (b) Purchase the Property 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:

- (1) 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;
- (2) Sell and convey the Property to the highest bidder for cash with a general warranty binding the Declarant, subject to prior liens and to other exceptions to conveyance and warranty; and
- (3) From the proceeds of the sale, pay, in this order:
 - (i) expenses of foreclosure, including a commission to trustee of 1% 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 Declarant; and
 - (iv) to the Declarant, any remaining balance.
- (4) Amy McLin, 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.
- (5) From and after any such foreclosure, the occupants of such Property shall be required to pay a reasonable rent for the use of such Property 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 Property by forcible detainer without further notice.

- (6) 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 Board of Directors of the Association, acting without joinder of Declarant or any Unit Owner or mortgagee of Declarant or any Unit 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.
- (7) Any liens created by this Article shall be superior to all other liens and charges against the Property 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 Property in question.

Article 40.

Assessments by Award or Judicial Decree

40.1 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 against Declarant, an Occupant, or an Unit Owner shall also constitute an assessment hereunder, which shall likewise "run with the land." Failure by Declarant, Occupant, or an Unit Owner to pay such assessment within the time frame imposed under this Section Declaration shall constitute an event that may give rise to the remedies provided in Article 39 herein.

Article 41.

Prior Liens

41.1 IT IS SPECIFICALLY PROVIDED THAT A VIOLATION OF THIS SECTION DECLARATION AND/OR THE UMBRELLA DECLARATION SHALL BE ENFORCEABLE BY THE 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 DEFAULTING DECLARANT, OCCUPANT, OR UNIT OWNER 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 DECLARANT, OCCUPANT, OR UNIT 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 DECLARANT, OCCUPANT, OR UNIT 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 DECLARANT, OCCUPANT, OR UNIT 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 DECLARANT, OCCUPANT, OR UNIT OWNERS AT A HIGHLY VISIBLE LOCATION WITHIN THE SUBDIVISION.

Article 42.
Reservation of Rights

42.1 Declarant shall have and reserves the right at any time and from time to time, without 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 Unit Owner or his mortgagee. Upon the creation of a Condominium Regime, this right will not pass to the condominium association.

Article 43.
Amendment

43.1 At any time Declarant 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, 2017, no such amendment shall be valid or effective without written joinder of Declarant and Association, unless Declarant and Association specifically waive this requirement by written recorded instrument. However, any amendment of or related to Article 13 of this Section Declaration must be approved and agreed to by The Dominion Homeowners Association, Inc.

Article 44.
Notice

44.1 Whenever written notice to Declarant, an Occupant, or an Unit Owner is permitted or required hereunder, such shall be given by the mailing of such notice to the

Declarant, Occupant, or Unit Owner at the address of such Declarant, Occupant, or 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 Declarant, Occupant, or Unit 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 45.
Titles**

45.1 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 46.
Interpretation**

46.1 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 47.
Omissions**

47.1 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 48.
Gender and Grammar**

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

EXECUTED this 15th day of OCTOBER, 2007.

DOMINION DRIVE PARTNERS, LTD.

By: _____

Signature

BY: DIAL CARE, INC.

GENERAL PARTNER

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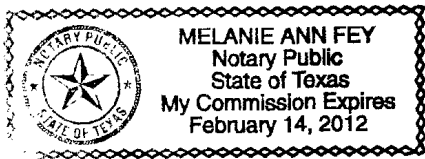
BY: GARY KATLEMAN, PRESIDENT

Printed Name, Title

THE STATE OF TEXAS §

COUNTY OF BEXAR §

OF DIAL CARE, INC, GENERAL PARTNER
This instrument was acknowledged before me on the 6TH day of MAY, 2009 by,
GARY KATZMAN, PRESIDENT of DOMINION DRIVE PARTNERS, LTD. A
UNITED PARTNER on behalf of said corporation and said partnerships.
SHIP



[Signature]
Notary Public, in and for
State of Texas
My Commission Expires: _____

AFTER RECORDING, RETURN TO:

Dominion Drive Partners, Ltd.

HOA -

THE DOMINION HOMEOWNERS ASSOCIATION, INC.



FIELD NOTES

FOR

A 4.379 acre, or 190,762 square foot more or less, tract of land being all of that 4.379 acre tract conveyed to Charles A. Kuper Jr. Inc., in Volume 8286, Pages 911-915 of the Official Public Records of Real Property of Bexar County, Texas, out of the Ludovic Colquhoun Survey No. 24, Abstract 133, County Block 4034 of Bexar County, Texas, all in New City Block (N.C.B.) 34034 of the City of San Antonio, Bexar County, Texas. Said 4.379 acre tract being more fully described as follows:

BEGINNING At a found $\frac{1}{2}$ " iron rod, said point being on the southeast right-of-way line of Dominion Drive a variable width private street, Safety Lane "X", Lot 1, Block 10, of the Dominion Phase I Subdivision (P.U.D.) recorded in Volume 9503, Pages 24-44, of the Deed and Plat Records of Bexar County, Texas, the west corner of Lot 1, Block 14 of the Dominion Phase I-B Subdivision recorded in Volume 9508, Page 21 of the Deed and Plat Records of Bexar County, Texas, the north corner of said 4.379 acre tract,

THENCE: Southwesterly, departing the southeast right-of-way of said Dominion Drive along the arc of a curve to the left, said curve having a radial bearing of S $28^{\circ}27'14''$ E, a radius of 5.00 feet, a central angle of $91^{\circ}06'59''$, a chord bearing and distance of S $15^{\circ}59'16''$ W, 7.14 feet, for an arc length of 7.95 feet to a found $\frac{1}{2}$ " iron rod, a point of reverse curvature;

THENCE: Southeasterly, along the arc of a curve to the left, said curve having a radius of 1400.00 feet, a central angle of $20^{\circ}07'55''$, a chord bearing and distance of S $39^{\circ}38'11''$ E, 489.39 feet, at an arc length of 297.29 feet passing through a found $\frac{1}{2}$ " iron rod, the south corner of said Lot 1, a corner of the remaining portion of a 60.457 acre tract recorded in Volume 2806, Pages 623-627 of the Official Public Records of Real Property of Bexar County, Texas, continuing for a total arc length of 491.91 feet to found "+" in concrete, the east corner of said 4.379 acre tract;

THENCE: S $39^{\circ}18'47''$ W, along and with the line of said 60.457 acre tract a distance of 156.84 feet to a found $\frac{1}{2}$ " iron rod;

THENCE: S $36^{\circ}50'44''$ W, a distance of 290.36 feet to a found $\frac{1}{2}$ " iron rod with a cap marked "Overby", a common corner with that 113.56 acre tract recorded in Volume 5354, Pages 502-540 of the Official Public Records of Real Property of Bexar County, Texas, said 60.457 acre tract and said 4.379 acre tract;

THENCE: Along and with the east line of said 113.56 acre tract the following calls and distances;

PAPE-DAWSON ENGINEERS, INC.

555 East Ramsey | San Antonio, Texas 78216 | Phone: 210.375.9000 | Fax: 210.375.9010 | info@pape-dawson.com

N 24°18'45"W, a distance of 305.39 feet to a found ½" iron rod with a yellow cap marked "Pape Dawson";

N 07°18'05"W, a distance of 119.29 feet to a found ½" iron rod;

N 32°41'38"W, a distance of 149.66 feet to a found ½" iron rod, and;

N 47°43'46"W, a distance of 161.13 feet to a found ½" iron rod with a yellow cap marked "Pape Dawson", said point being on the southeast right-of-way line of the aforementioned Dominion Drive, a point of non-tangency;

THENCE: Along and with the southeast right-of-way line of said Dominion Drive the following calls and distances;

Northeasterly, along the arc of a curve to the right, said curve having a radial bearing of S 26°49'08" E, a radius of 517.17 feet, a central angle of 12°07'58", a chord bearing and distance of N 69°14'51" E, 109.31 feet, for an arc length of 109.51 feet to a found ½" iron rod, a point of tangency;

N 75°07'49"E, a distance of 98.00 feet to a found ½" iron rod, a point of curvature;

Northeasterly, along the arc of a curve to the left, said curve having a radius of 488.02 feet, a central angle of 13°35'10", a chord bearing and distance of N 68°20'14" E, 115.45 feet, for an arc length of 115.72 feet to the POINT OF BEGINNING and containing 4.379 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc..

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: March 6, 2003

JOB No.: 9062-03

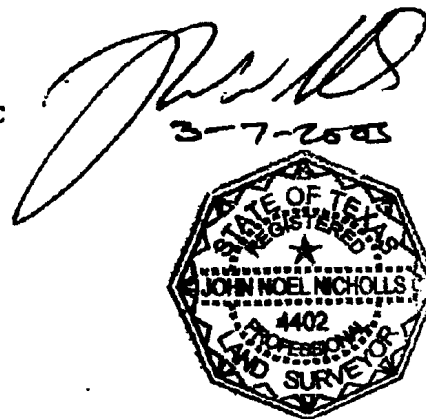
DOC.ID.: N:\SURVEY\03\3-9100\9062-03\9062-03a.DOC

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

MAY 07 2009



COUNTY CLERK BEXAR COUNTY, TEXAS



RECORDER'S MEMORANDUM

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

EXHIBIT "A" - page 2

Doc# 20090082494 Fees: \$108.00
05/07/2009 3:01PM # Pages 24
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK