

## DECLARATION OF PROTECTIVE COVENANTS

FOR

## THE DOMINION COTTAGE ESTATES

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEKAR

THAT, WALTER K. MYERS, INC., a Texas corporation, ("Declarant"), being the owner of all of the lots situated within that certain subdivision known as The Dominion Cottage Estates, according to the plat of said subdivision recorded in Volume 9512, Page 82, of the Deed and Plat Records of Bexar County, Texas (hereinafter called "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 conditions, restrictions and covenants to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following conditions, restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

\*and Volume 9512, Page 84, known as Dominion Cottage Estates Subdivision Unit 1 and Unit 2 P.U.D. respectively, I.

## DEFINITIONS

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

(a) Association shall mean The Dominion Cottage Estates Owners Association, Inc. its successors and assigns, the non-profit corporation which Declarant shall cause to be incorporated.

(b) Common Properties or Common Area shall mean the properties to be owned and maintained by the aforesaid Association for the exclusive common use and enjoyment of its members and their guests, situated within The Dominion Cottage Estates but not included in the Common Property of The Dominion Homeowners Association.

(c) Declarant shall mean WALTER K. MYERS, INC., and any other party to whom WALTER K. MYERS, INC. assigns in writing any of its rights hereunder.

(d) Improvements shall mean and include all buildings, outbuildings, patios, balconies, decks, fences, walls, hedges, landscaping, poles, ponds, lakes, driveways, parking areas, utilities, signs and other structures, apparatus, improvements, recreational facilities, plantings, or equipment of a permanent or semi-permanent character. Included are both original improvements made to lots and all subsequent changes, additions, treatments or replacements thereto; including, but not by way of limitation, reroofing materials and the colors thereof.

(e) Lot shall mean any lot, plot, parcel or tract of land shown on the recorded Subdivision Plat with the exception of the Common Properties.

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

(g) Architectural Control Committee or Committee shall mean the Architectural Control Committee referred to in Article VI hereof.

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~~(h) Sale and Development Period shall be that period of time commencing on the sale of the first lot to an owner other than Declarant and extending until the earlier to occur of: 1) January 1, 1999, 2) when 90% of all the lots in the property are conveyed to owners other than Declarant, or 3) that date when in Declarant's sole opinion the Association is fully viable, self-supporting and operational and Declarant chooses to relinquish control to the Association.~~

*Amended*

(i) Property or Properties shall mean the lots defined in (a) and common property defined in (b) above plus any additional lots which may be annexed under the terms of this Declaration.

## II.

### USE

All lots in the subdivision shall be used for single-family residential purposes only. An owner may construct a residence on more than one lot.

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

No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then, the material shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street. Once construction is commenced, it shall be diligently pursued to the end so that the improvements are not left in an unfinished condition any longer than is reasonably necessary.

Notwithstanding the restrictions set forth in this Article II, during the Sale and Development Period, the Declarant specifically reserves the right to store material and equipment on property owned by Declarant prior to the commencement of construction and the right to construct a sales pavilion in such area and on such lots which Declarant may select and the further right to relocate such pavilion upon the addition of subsequent phases of the Dominion Cottage Estates or the right to locate such pavilion on areas not yet annexed into the Dominion Cottage Estates. Declarant further reserves the right to use finished residences as model homes and/or sales offices.

## III.

### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to make, publish and enforce reasonable Rules and Regulations for the use of the Common Area and any facilities situated thereon;

(b) the right of the Association to suspend the voting rights and right to use the facilities owned or operated by the Association by the Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

(c) the right of the Association to grant or dedicate any part of the Common Area to any public agency, authority, or utility for any service to the Properties or any part thereof;

(d) the right of the Association to limit the number of guests of Owners using any portion of the Common Area and any facilities located thereon; and

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(e) the right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. The rights of any such mortgage in said Properties shall be subordinate to the rights of the Owners hereunder.

Section 2. Delegations of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. An Owner may not delegate his right of enjoyment to the common area and facilities to a guest or invitee unless the owner or tenant is present with such guest or invitee at the time of such use.

IV.  
**MEMBERSHIP AND VOTING RIGHTS** *Amended*

Section 1. Members. Declarant and every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have one (1) class of voting membership. Each member shall be entitled to one vote for each lot in which they hold the interest required for membership. Such membership requirement is set out in Article VI of the Articles of Incorporation of the Association. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Should a dispute arise among the owners of any one lot, and after a reasonable period of time, not to exceed five (5) minutes for them to determine their vote, the President of the Association may exclude their vote and continue with the affairs of the meeting.

Section 3. Declarant's Authority. Notwithstanding any provisions in this declaration, the Articles of Incorporation, or the By-laws to the contrary, the Declarant retains the absolute right to control the Association and elect its Board of Directors until the earlier of: 1) January 1, 1999, 2) when 90% of the lots in the property are conveyed to owners other than Declarant, or 3) that date when in Declarant's sole opinion the Association is fully viable, self-supporting and operational and the Declarant chooses to relinquish control.

V.

**COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for repairs to capital improvements, such assessments to be established and collected as hereinafter provided. Such assessments both annual and special shall be uniform for each lot within the properties. When an owner constructs a residence on more than one lot, the assessments shall be based on the number of lots owned. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing Vendor's Lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties; the improvement, operation, administration, management, preservation and maintenance of portions of the lots as set out herein and all the Common Areas.

obligations lawfully incurred by the Association in connection with the Common Area or services for all lots. It being understood that the judgment of the Board of Directors of the Association in establishing annual assessments, special assessments and other charges and in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Eighty-Nine and 94/100 ~~XXXXXXXXXX~~ Dollars (\$ 89.94) for each lot, which shall be due and payable as provided hereinafter.

{ per month      (amendment)

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) (such percentage increase may be cumulative from year to year) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by the vote of written assent of at least fifty-one percent (51%) of each class of members.

(c) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum.

(d) Each increase under Sections 3(a) and 3(b) above plus the then current maximum annual assessment establishes a new maximum annual assessment.

(e) This Section 3 of Article V. is exclusive of Declarant-Declarant's obligations for assessments are as set out in Section 6 below.

## Section 4:

(a) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

(b) Special Assessments for Emergency Action. Should an occurrence arise which requires immediate action and for which there are no funds allocated in or available from the annual assessment, the Association retains the right to cause such repairs to be made and a special assessment under this Section 4(b) may be assessed against the owners including Declarant.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 3 or 4(a) shall be taken at a Directors' meeting called for that purpose, written notice of which shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. Such action must be approved by a majority of the Directors to be effective. Should the action not be approved by a majority of the Directors upon request of any one Director, such action may be proposed to the total membership for vote. Upon notice from a Director of a request to present the action to the total membership, a notice shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of such meeting. If the proposed action is favored by a majority of the votes cast at such meeting, the vote of the Directors shall be overruled and the vote of the membership shall control. A vote of the majority of members in attendance at such meeting shall control notwithstanding the fact that less than a majority of the members are at such meeting. Any action taken under Section 4(b) shall be exempt from the requirements of approval and be deemed automatically approved.

~~Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all~~

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- (a) Lots owned by WALTER K. MYERS, INC.....None
- (b) Lots owned by other than WALTER K. MYERS, INC. without a completed residence.....50%
- (c) Lots with a residence sold or leased to individuals.....100%

In the event the maximum assessments (including increases allowable under Article V., Section 3.) are insufficient to cover the actual costs of maintaining the lots and Common Area within the Properties, Declarant shall be obligated to provide the Association with the amount required to make up such deficit, until the end of the Sale and Development Period, at which time the aforesaid obligation shall terminate. At the end of the Sale and Development Period all lots (including Declarant's) shall be assessed at 100% of the assessment.

Section 7. Data of Commencement of Annual Assessments; Due Dates. The annual assessment, which shall be payable either annually or monthly as the Association may select, shall commence subject to Section 6 above as to all lots sold to owners on the first day of the month following the sale of the first residence to an owner by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the lot. Interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of such assessment or charge. Each such Owner, by his acceptance of a Deed to a lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Texas Revised Civil Statutes, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The Vendor's Lien securing payment of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such lot. Sale or transfer of any lot, pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

VI.

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Development Objectives. The aesthetic and ecological quality of the Properties requires that all improvements be compatible with other improvements and be in harmony with the natural surroundings. To this end, an Architectural Control Committee (sometimes hereinafter called "the Committee") has been created as described in Section 2 of this Article. The Architectural Control 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.

Section 2. Architectural Control Committee. The Architectural Control Committee shall be composed of three members selected and appointed by the Board of Directors of the Association. The Board of Directors shall have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Architectural Control Committee. The Committee reserves the right from time to time to file instruments in the Real Property Records of Bexar County, Texas designating its then current composition.

Section 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 Declarant's conceptual plan for the Properties. Buildings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, in the judgment of the Committee, create an attractive and harmonious blend with existing 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 Board feels that the repetition of such matters will have an adverse affect on the Properties.

Section 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 The Properties until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to an approved in writing by such Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

Section 5. Procedures 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.

Section 6. Approved Contractors. No construction of any Improvement shall be commenced on, in, or within The Properties until the primary contractor to perform such construction shall have been approved in writing by the Architectural Control Committee, it being the intent hereof to assure quality construction by reputable and/or experienced contractors as determined by this Committee in its sole discretion. In the event that the Committee fails to approve or disapprove a written request for the approval of a primary contractor to perform such construction within twenty (20) days after written request is submitted to it, such approval will not be required, and the provisions of this Section will be deemed to have been fully complied with.

~~Section 7. Notwithstanding Section 2 of this Article VI, the Declarant shall function as the Architectural Control Committee until the termination of the Sale and Development Period. All lots owned by Declarant upon the termination of the Sale and Development Period shall be exempt from the control by the Architectural Control Committee as to the residences Declarant may construct thereon.~~

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## VII.

### SUBMITTAL AND APPROVAL PROCESS

Section 1. Preliminary Design Submittals. Review and approval of preliminary submittals by the Committee shall be mandatory prior to Owner undertaking any preparation of final plans and specifications. In order that the Committee may give just consideration to the proposed work, such preliminary submittals must adequately describe the site plans, floor plans, elevations and exterior character of the proposed structure, and a cross-section sketch through the lot from the property line, with the highest existing grade to the property line with the lowest existing grade representing any improvements and grade changes and their relationship to existing conditions of the site. Preliminary submittals shall be in duplicate and must include all items required (i.e. not on a piecemeal basis). Favorable review of "preliminary design submittals" by the Committee shall neither imply nor guarantee acceptance of "final design submittals".

Section 2. Final Design Submittal. Once the Preliminary Design Submittals are approved, the Owner must submit the final design submittal, which must adequately reflect to the Committee the true design quality of the proposed work. Final plans and specifications shall be submitted in complete form in duplicate and shall include all of the following:

(a) An existing site plan/tree survey showing existing contour grades and showing the location of all trees with a six (6) inch or greater diameter. Existing grades to be drawn at two (2) foot contour intervals. Any trees with a diameter of six (6) inches or greater which are proposed to be removed should be indicated. (1" = 20' minimum)

(b) A site improvements/grading plan of all improvements, inclusive of structures, signs, walks, patios, driveways, parking areas, fences and walls. Existing and proposed grades are to be drawn at 2 foot contour intervals. Drainage swales and existing trees to be saved are to be shown on this plan. In addition, existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions including culverts shall be indicated as well as cut and fill details if any appreciable change in the lot contours is contemplated. Utility connections must also be indicated. Tree care provisions as required by the Committee should also be made on this drawing to communicate to the builder the necessary procedures to assure the care for trees will be retained. (1" = 20' minimum)

(c) Foundation Plan utilizing a foundation designed by a structural engineer. The source of the design of the foundation must be indicated, including, but not limited to, steel reinforcing bars (size, number, and placement), dimensions, size of void cisterns and concrete mix. (1/4" = 1' minimum)

(d) A floor plan and all elevations of any proposed structure(s) (including fences, walls, signs, pools, pool buildings, etc.), roof height, specification of materials, colors, textures and shapes. All measurements and dimensions, both interior and exterior must be shown. Description of materials and finishes must be clearly indicated. (1/4" = 1' minimum)

(e) A landscape plan showing proposed contour lines on the lot at 2 foot intervals and to include walkways, fences, walls, berms, mounds, turf areas, ground cover, shrubs, and trees. Also, any landscape planting required by the Architectural Control Committee to be installed in landscape easements or otherwise must be so designated on the plan. (1" = 20' minimum)

(f) An irrigation plan showing contour lines on the lot at 2 foot intervals including head layout, valves, controllers, piping and connection to domestic water supply location and type of back-flow prevention device (approved by the City Water Board) is to be shown. Meter and shut off valve is also to be shown. (1" = 20' minimum)

Section 3. Basis of Approval. Approval of preliminary design plans and final plans and specifications shall be based upon the following:

- (a) The architectural and structural integrity of the design.
- (b) Harmony and conformity of the design with the surroundings both natural and built.
- (c) Adequacy of the design to conditions of the site.
- (d) Relation of finished grades and elevations to neighboring sites.
- (e) Conformity to specific and general intent of the Protective Covenants covering the particular platted unit of which the Lot in question forms a part.

Section 4. 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 the applicable Protective Covenants 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 Properties nor the harmony with the natural surroundings. 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 of 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 grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants, Restrictions and architectural standards provided hereunder, against any other Owner.

Section 5. Issuance of Building Permit. Upon approval of final submittals, 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. The issuance and acceptance of the building permit assures that:

- (a) Construction of an approved building will be completed within one year from start of construction.
- (b) Construction will be in accordance with approved plans.
- (c) Any exterior changes after final approval of plans by the Architectural Control Committee must be approved in writing by the Committee prior to construction of those changes.

Section 6. Inspections.

- (a) Regular inspections may be made by a representative of the Committee including specifically an inspection and approval of the building stake-out.
- (b) The Committee will have the right to verify the approved finished floor and height elevation during the construction phase. Height elevation approval is void if construction has not commenced within one hundred eighty (180) days of approval date. In some cases, a ridgepole designating the highest elevation of the structure may be required by the Architectural Control Committee to be placed on the lot.

Section 7. Certificates of Occupancy. Prior to any occupancy of a Building, the Committee must issue a "Certificate of Occupancy" which evidences the Committee's acknowledgement that the building has been completed in substantial accordance with the final design submittals. (Such Certificate shall not, however, prohibit the Committee from subsequently objecting to other improvements not built in compliance with the plans and specifications.)

Section 8. Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove either the preliminary design plan-

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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 approved such preliminary design plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or are 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.

Section 9. Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee nor any of the members of such Committee shall be liable in 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 of 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.

#### VIII.

##### SIZE OF DWELLING

~~The total floor area of the main structure of any dwelling shall not be less than one thousand four hundred (1400) square feet, if one story, and one thousand eight hundred (1800) square feet, if more than one story. These areas shall be exclusive of open porches, breezeways, airports, garages and other outbuildings or areas of a similar nature which are typically not air conditioned.~~

#### IX.

##### OUTBUILDING REQUIREMENTS

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

#### X.

##### MASONRY REQUIREMENTS

The exterior walls of the main residence building constructed on any lot shall be at least sixty percent (60%) by area, composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all said walls, inclusive of door, window and similar openings. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in the San Antonio, Texas building community as masonry. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this masonry requirement if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, or to comply with historical authenticity standards of period architecture, and the resulting structure will not detract from the general appearance of the neighborhood.

#### XI.

##### FENCES

All fences in the subdivision shall be of the following composition:

1. All masonry; or
2. All wrought iron; or
3. Any combination of wrought iron and masonry; or
4. Any other material that in the opinion of the Architectural Control Committee is compatible with the style of the main dwelling. No wood fences will be permitted.

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

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

No fence, wall, hedge, or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot within the building set back lines. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

No fence shall be higher than seven (7) feet in height.

## XII.

### DRIVEWAYS

All driveways shall be surfaced with colored concrete, brick, stone or other similar hard surface material. All concrete finished driveways must have a pebble finish or exposed aggregate surface or Romanita type textural surface. No smooth finish concrete driveways are permitted. No asphalt driveways will be permitted.

## XIII.

### TEMPORARY STRUCTURES

No structure of a temporary character -- trailer, tent, shack, garage, barn or other outbuildings -- shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicle, or similar vehicles shall at any time be connected to utilities situated within a lot. No dwelling previously constructed elsewhere may be moved on any lot in the subdivision controlled by these covenants. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home or recreational vehicle upon which the wheels have been left attached. This restriction does not prohibit the use of a construction trailer placed on a lot during the construction of a residence on such lot or lots if the lots are owned by the same owner and construction is commenced or in the process of being commenced by the owner. ~~This restriction does not apply to the Declarant during the Sale and Development Period and the Owners specifically acknowledge that the Declarant will have one or more construction trailers and sales pavilions or sales offices located on the property.~~

## XIV. SIGNS

No signs of any kind shall be displayed to the public view on any single family residential lot including, but not limited to, the displaying of any signs which advertise the lot or improvements for sale or lease, except as expressly permitted hereunder. The Architectural Control Committee shall establish standardized sign criteria which permits the displaying of one sign per lot which is uniform in size, color and permitted location on the lot, which such sign can be used to identify that a particular lot is for sale or lease; provided, however that said sign shall not contain the words "For Sale", "For Lease", "Available" or any other similar descriptive words, and such sign shall not display the name, logo or phone number of any real estate company or owner's agent. The Committee specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of the dwelling on such lots and a separate set of standards and criteria to apply to such lots after a dwelling has first been occupied thereon, and to modify such standards and criteria from time to time. Signs used by the Declarant to advertise the property during the Sale and Development Period shall be permitted, irrespective of the foregoing subject to the Dominion Declaration.

## MAINTENANCE

Section 1. Lot Maintenance. Grass, weeds, shrubs and all vegetation on each lot sold shall be kept mowed and/or trimmed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the property; and replaced whenever practical. Lawns must be properly maintained, improvements must be promptly repaired and maintained, and no objectionable or unsightly usage of lots will be permitted which is visible to the public view. Building materials shall not be stored on any lot except when being employed in construction upon such lot. Any excess materials not needed during construction and any building refuse shall promptly be removed from such lot. All lots shall be kept at all times sanitary, healthful, attractive and in a safe condition and the accumulation of garbage, trash or rubbish of any kind thereon shall not be permitted. *Addition in 3rd Amendment.*

Section 2. Default. 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 as provided in Section 2, Article V of this Declaration) then in such event the Declarant or the Association may specifically enforce these provisions and may have the grass, weeds, shrubs, trees, and vegetation cut or trimmed when and as often as the same is necessary in its judgment, and have dead trees and shrubs and plants removed therefrom and replaced with comparable trees, shrubs and plants. Declarant 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.

Section 3. Reservation. Each owner by acceptance of their Deed to their lot hereby grants to the Association the exclusive right to do the following:

(a) Maintain the lawn, trees, shrubs, and plants located in the front, side, and rear yards of each lot which includes all areas visible from the street on corner lots. Such maintenance shall include but not be limited to cutting, edging, mowing, fertilizing, watering, and replacing of any dead or diseased plants. In this regard the Association is authorized to contract such maintenance as it in its discretion deems appropriate, which cost will be included in the Assessment as set out herein.

(b) Each lot with residence is equipped with an underground sprinkler system with automatic timing. The timing mechanism shall be enclosed in a sealed case which shall be set by the Association as to periodic watering schedules. The Association will co-ordinate with each Owner a schedule which will not interfere with the Owner's activities.

The fenced enclosed yards of the residences shall be under the sole maintenance and care of the individual owners of such lot provided, however, that should an Owner neglect the upkeep and care of his fenced area, the Association shall retain the right to enter such area, correct such deficiency and bill to the owner the cost of such maintenance. All fees and expenses incurred under this Article XV shall be deemed an assessment enforceable as a lien under Section 8 of Article V.

Each Owner agrees to paint the wood surfaces of the exterior of his residence as often as needed, but in no event less often than once every three (3) years. Each owner is, in addition, responsible to repair or replace any broken or cracked windows, doors, or other damaged exterior surfaces of his residence. Should the Owner not properly maintain his residence as set out herein, the Association is granted the right to contract for such services and bill the Owner the cost of such maintenance. Such cost to be deemed an assessment enforceable as a lien under Section 8 of Article V.

XVI.

UTILITY EASEMENTS

Easements on the lots for installation and maintenance of utilities, cable T.V. and drainage facilities are reserved as shown on the recorded plat or subsequent plats and/or as provided by instruments of record or to be recorded. Within these easements, if any, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of the flow of water through drainage channels in such easements. The easement area of each lot, if any, and all improvements in such area shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All easements in the common area shall be maintained by the Association. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, streets, flowers, grass, trees, landscape or other property of the owners situated on the land covered by said easements, except as may be required by State, County or Municipal statutes, ordinances, rules or regulations or by the Association or by custom and practice of such utility company.

XVII.

VEHICLES

No trailer, tent, boat, recreational vehicle or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on the street or on any portion of the lot readily visible to the street or another lot, and shall be kept, parked, stored or maintained on other portions of a lot only within an enclosed structure which prevents the view of the vehicle from adjacent lots, streets, or alleys. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street or alley. No commercial vehicles bearing commercial insignia or names shall be parked on any street or lot except within an enclosed structure which prevents such view thereof from adjacent lots and streets, unless the vehicle is temporarily parked for the purpose of serving such lot. All owners shall keep their vehicles parked in their garages. Garage doors must be kept closed except when an owner is driving into or out of his garage. Guests are allowed to park on the street in front of an owner's residence.

XVIII.

NUISANCES

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

No owner shall do any act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners. No blasting shall be conducted on any lot without a permit being issued by the Architectural Control Committee.

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

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

XIX.

GARBAGE AND REFUSE DISPOSAL  
TRASH RECEPTACLE AREAS

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall at all times be kept in areas meeting the standards and criteria established by the Architectural Control Committee of The Dominion Planned Unit Development, and in no event shall any garbage or trash containers be placed on any lot within the view of any street or other lot. No trash, ashes or other refuse may be thrown, dumped or burned on any vacant lot, greenbelt or other area in said subdivision.

XX.

PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for cats, dogs, or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to residents of the subdivision.

XXI.

OIL AND MINING OPERATIONS

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

XXII.

INDIVIDUAL WATER AND SEWAGE SYSTEMS

No individual water supply system nor sewage disposal system shall be permitted on any single family residential lot, including but not limited to, water wells, cesspools or septic tanks.

XXIII.

RADIO OR T.V. ANTENNA  
SOLAR PANELS

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

No solar panels or other similar apparatus shall be placed on any home without Architectural Approval and in no event in such a manner that it is visible from the street.

XXIV.

DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the recorded plat, such easements being depicted as "drainage easements". No owner of any lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no owner may:

1. Alter, change or modify the existing natural vegetation or design of the drainage easements in a manner that changes the character of the design or original environment of such easements; or
2. 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 Architectural Control Committee; or
3. Construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement; provided however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or
4. Permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
5. Place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

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

#### XXV.

#### MAIL BOXES

No mail boxes shall be erected and maintained upon a lot without the prior written approval of the Architectural Control Committee, it being contemplated that there shall be central mail areas situated upon the Common Properties.

#### XXVI.

#### YARD LIGHTS

Each lot owner may construct (at the same time that the main dwelling is constructed) a yard light which shall be a free standing lamp post with a lamp fixture affixed at the top. The maximum height of the lamp post and fixture shall be seven and one-half (7½) feet and the minimum height shall be five (5) feet. The lamp, if installed, shall be activated by a photo-electric type timer which turns the light on at sundown and off at sunrise. The Architectural Control Committee may establish guidelines, design specifications and minimum and maximum wattage and/or illumination requirements for these lights and shall establish recommended locations on the lots but the Architectural Control Committee must approve the light and location if no guidelines are established. Nothing herein contained shall prevent or discourage any lot owner from substituting a gas light for an electric light.

#### XXVII.

#### ATHLETIC FACILITIES

No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed on any lot in the subdivision where same would be readily visible from the street or an adjoining lot, without the prior written consent of the Architectural Control Committee.

#### XXVIII.

#### GARAGES

A garage or carport able to accommodate at least two (2) but not more than three (3) automobiles must be constructed and maintained for each residence.

Garage door openers shall be required for all garages. Interior walls and ceiling 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.

#### XXIX.

##### ROOFS

The surface of all roofs of principal and secondary structures which are exposed to public view shall be of wood shingle, wood shake, slate, concrete tile, clay tile or other tiles of a ceramic nature. No composition roofs shall be permitted.

The Architectural Control Committee shall establish roofing criteria which are directed to (a) generally improving the quality of materials used; and (b) encouraging the use of colors which are in harmony with other structures in the subdivision.

#### XXX.

##### BURGLAR AND FIRE ALARMS

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

#### XXXI.

##### SETBACK LINES

All buildings or other roofed structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines, and in no event shall any such building or other structure be constructed, placed or maintained within fifteen feet (15) from any street fronting a lot; within five feet (5) of the side boundary of a lot or within ten feet (10) of the rear boundary of a lot. The setback line requirements herein specified may be waived by the Architectural Control 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 opinion of such 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 story in height, may be placed as close as five feet (5') to a rear property line. The eaves of buildings, fireplaces and steps shall not be deemed to be a part of a building or structure, but covered porches shall be deemed to be a part of a building or structure for the purpose of this covenant. However, in no case should an improvement other than landscaping, eaves, fireplaces, steps and/or a fence be permitted closer than five feet (5') from a property line. Any owner of one or more adjoining lots may consolidate such lots into one single-family residence building site, with the privilege of placing or constructing improvements on such resulting site, in which case, setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the plat or in these declarations.

#### XXXII.

##### HEIGHT LIMITATIONS

The maximum height of any dwelling shall be two stories or thirty five (35) feet whichever is less unless otherwise approved by the Architectural Control Committee.

XXXIII.

IRRIGATION

All single family residential lots must be irrigated by sprinkler systems approved by the Architectural Control Committee and in accordance with the irrigation plan approved by the Committee and regulated as set forth in Article XV, Section 3 (b). In all such systems, a pressure type vacuum breaker of a double check valve backflow preventer as approved by the City Water Board of San Antonio must be installed to prevent contamination of the domestic water supply for the subdivision. Irrigation systems in the common area, if any, shall be maintained by the Association as a common expense of the owners.

XXXIV.

GUTTERING.

All dwellings must be guttered with downspouts being so situated as to minimize adverse drainage consequences for adjoining lots.

XXXV.

TREE PROTECTION

Trees on any individual lot will potentially be enjoyed by and benefit all residents in the subdivision, and consequently it is the Declarant's intent to retain the overall character of the tree massing in the development. To prevent the unnecessary damage or death to existing trees, the lot 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 Architectural Control Committee.

XXXVI.

LANDSCAPING

Any landscaping required by the plans and specifications approved by the Architectural Control Committee must be fully installed on a lot within ninety (90) days from the first occupancy of the dwelling situated on such lot in accordance with the landscape plan approved by the Architectural Control Committee. In view of the major emphasis placed by Declarant, and the Architectural Control Committee on landscaping, such Committee expressly reserves the right to require the landscape plan (which said plan must be submitted to the Committee at the same time other final plans and specifications are submitted) to include the planting of trees by Owner if in the opinion of such Committee such trees are necessary to preserve the general landscaping goals and criteria for the subdivision as a whole. No more than ten percent (10%) in area of the front yard area of any lot, excluding driveways and sidewalks, may be covered by rock material other than vegetation except for such sidewalks and driveways as have been approved by the Architectural Control Committee.

XXXVII.

SUBDIVISION OR COMBINATION OF LOTS

No further subdivision of platted lots shall be permitted. An owner may, however, combine or integrate two adjoining lots into one dwelling and landscaped area at the time either of said lots is first improved, it being understood that neither lot can remain vacant and unimproved.

XXXVIII.

ANNEXATION

Additional lots and Common Area may be annexed to the Properties.

(a) With the consent of two-thirds (2/3) of the members of the Association.

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(b) Notwithstanding anything contained in (a) above, additional land within the area described in the attached Exhibit "A" may be annexed from time to time by the Declarant, its successors or assigns, without the consent of other Owners within ten (10) years of the date of recording of this instrument.

(c) The annexation or addition may be accomplished by the execution and filing for record by the owner of the property being added or annexed of an instrument which may be called "ARTICLES OF ANNEXATION" which shall at least set out and provide in substance: the name of the owner of the property being added or annexed who shall be called the "Declarant"; the perimeter description of the property being added or annexed which for descriptive purposes may be designated as the second or third, etc., as the case may be, section of The Dominion Cottage Estates; the description of the lots and of the Common Area of the property being added or annexed and the rights and easements of the Owners in and to the Common Area; that the property is being added or annexed in accordance with the provisions of this Declaration of Covenants, Conditions and Restrictions, and that the property being annexed shall be developed, held, used, sold, and conveyed in accordance with and subject to the provisions of this Declaration of Covenants, Conditions and Restrictions; that all of the provisions of the Declaration of Covenants, Conditions and Restrictions shall apply to the property being added or annexed with the same force and effect as if said property were originally included therein as part of the original development; that the property being added or annexed is submitted to the jurisdiction of the Association with the same force and effect as if said property were originally included in this Declaration of Covenants, Conditions and Restrictions as part of the original development; that the "Common Area" of the property being added or annexed will be conveyed to the Association subject to the rights of the Owners therein, prior to the sale of the first lot in the added or annexed property; and, such Articles of Annexation may contain such other provisions which are not inconsistent with the provisions of this Declaration of Covenants, Conditions and Restrictions or the general scheme or plan of development of The Dominion Cottage Estates as a residential development. Nothing in this Declaration shall be construed to represent or imply that Declarant, its successors or assigns, are under any obligation to add or annex additional property to this residential development.

(d) At such time as the "Articles of Annexation" are filed for record and the Common Area of the annexed property has been conveyed to the Association, as hereinabove provided, the annexation shall be deemed accomplished and the annexed area shall be a part of the Properties and subject to each and all of the provisions of this Declaration of Covenants, conditions and Restrictions and to the jurisdiction of the Association in the same manner and with the same force and effect as if such annexed property had been originally included in this Declaration of Covenants, Conditions and Restrictions as part of the initial development.

(e) After additions or annexations are made to the development, all assessments collected by the Association from the Owners in the annexed areas shall be commingled with the assessments collected from all other Owners so that there shall be a common Maintenance Fund for the Properties.

#### XXXIX.

#### DEDICATION

Section 1. Street and Utility Dedication. Those tracts of land described on the recorded plat of The Dominion Cottage Estates, being portions of the Common Area as Streets are hereby perpetually dedicated, established and set aside as a non-exclusive easement for street purposes for the common use, benefit and enjoyment of the Owners in The Dominion Planned Unit Development, to serve the Properties as streets for access, ingress and egress to and from each lot to a street dedicated to the use of other owners in The Dominion Planned Unit Development. The plat establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. Easements affecting the Properties are hereby reserved as shown on the recorded plat referred to for the installation, operation and maintenance of utilities and drainage facilities. The Dominion Planned Unit Development Homeowner's

Association shall own and maintain all the streets, alleys, landscapes and mailbox islands, golf cart paths, the berm and greenbelt areas bordering on Dominion Drive and the entire perimeter greenbelt area bordering the property. The Cottage Estates Homeowner's Association shall own and maintain the lakes and surrounding green areas in the property. All dedications, limitations, restrictions and reservations shown on said plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof. The common areas as set out herein shall be deeded to the appropriate Homeowner's Association at the conveyance of the first lot to an owner.

Section 2. The Dominion Planned Unit Development. The Properties are subject to that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development filed for record under Volume 2956, Page 61, et. seq. of the Deed Records of Bexar County, Texas. Said Declaration governs the use of the property and other property and facilities constructed, or to be constructed, upon property in The Dominion Planned Unit Development for the use and benefit and enjoyment of all owners located, or to be located, on the Properties, and by the owners of all lots located, or to be located, on other portions of The Dominion Planned Unit Development. Said Declaration apportions and assesses all expenses of operation and maintenance of certain areas, streets, facilities and other common area not covered by this Declaration among the owners of lots located on all the Properties in the Dominion Planned Unit Development. This assessment, insofar as it affects Owners of the lots subject to this Declaration of Covenants, Conditions and Restrictions, may be at the discretion of the Association and with the approval of the Dominion Homeowners Association collected along with the Annual Assessment hereinbefore imposed. Reference is made to said Declaration for a more particular description of the rights and obligations contained therein.

#### XL.

#### TERM

These covenants are made and adopted to run with the land, and shall be binding upon Declarant, its successors and assigns and all persons claiming under them and all subsequent property owners of said above-described lots located within the time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots within the subdivision controlled by these covenants has been recorded agreeing to change said covenants in whole or in part, or to revoke them, provided that no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the lots located within the subdivision involved in such breach. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

#### XLI.

#### ENFORCEMENT

If the parties hereto, or any of them, or their heirs, successors, lessees or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning real property situated in the subdivision controlled by these covenants or Declarant, or its assigns, or the 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 and assigns, reserves the right to enforce these protective covenants, though it may have previously sold and conveyed all subdivided lots in the subdivision, controlled by these covenants. The reservation by declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any lot owner by virtue of not enforcing any restrictions herein contained.

XLIII.

INVALIDATION

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

XLIII.

PRIOR LIENS

It is specifically provided that violation of these protective covenants, or any one or more of them, shall be enforceable by the provisions herein and any provision contained in the Declaration of Covenants, Conditions, Easements and Restrictions, as recorded and/or amended and in the event that the Association expends any funds for the enforcement of these provisions, that all such sums, including but not limited to the cost of collection, reasonable attorneys fees and court costs, will thereupon become a continuing lien and charge on the property of the violator and shall be a covenant running with the land. The aforesaid lien shall be superior to all other liens and charges against the property, except only for tax liens and all sums unpaid on a first lien mortgage or first deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the property in question. Such power shall be entirely discretionary with the Association. To evidence the aforesaid lien, the Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness and the name of the owner of the property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Bexar County, Texas. Such lien for payment of sums shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the defaulting owner's property by the 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 for foreclosure of the aforesaid lien judicially, it being understood that the election of any one remedy shall not constitute a waiver of any other remedies. In any foreclosure proceeding, whether judicial or non judicial, the owner shall be required to pay the costs, expenses, and attorney's 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. Upon the prior written request of any mortgagee holding a prior lien on any part of the Properties, the Association shall report to said mortgagee any unpaid sums remaining unpaid for longer than thirty (30) days after the same are due. The Association also expressly reserves the right to post the names of any delinquent members at a highly visible location with in the Properties.

XLIV.

RESERVATION OF RIGHTS

The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration or any future Declaration of Protective Covenants, by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with an in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not materially impair or affect the vested property or other rights of any owner or his mortgagee.

XLV.

AMENDMENT

At any time the owners of the legal title to seventy percent (70%) of the lots within the subdivision may amend the restrictions and covenants set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Bexar County, Texas; except that, prior to January 1, 1999, no

such amendment shall be void or effective without the written joinder of Declarant and the Dominion Group, Ltd., unless Declarant specifically waives this requirement by a written recorded instrument.

XLVI.

NOTICE

Whenever written notice to a member (or members) is permitted or required hereunder, such shall be given by the mailing of such to the member at the address of such member appearing on the records of the 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 member 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.

XLVII.

TITLES

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

XLVIII.

INTERPRETATION

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

XLIX.

OMISSIONS

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

L.

GENDER AND GRAMMAR

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

EXECUTED this 27<sup>th</sup> day of March, 19 86.

WKM INVESTMENTS, INC.,  
a Texas corporation

BY: Walter K. Myers  
WALTER K. MYERS, President

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before this 27<sup>th</sup> day of March, 1986, by WALTER K. MYERS, President of WALTER K. MYERS, INC., a Texas corporation, on behalf of said corporation.

Pat Eickman  
NOTARY PUBLIC, STATE OF TEXAS  
MY COMMISSION EXPIRES: 7/1/89

8/28/85;tdj  
7/15/85;tlw  
9/12/85;pe  
3/26/86;tlw



PAT EICKMAN  
Notary Public State of Texas

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EXHIBIT A

BEGINNING: At a point being the northwest corner of this tract, said point also being the southwest corner of Lot 58, Block 2, as recorded in the plat of The Dominion Phase I P.U.D., Volume 9503, Pages 24-44, of the Plat and Deed Records of Bexar County, Texas;

THENCE: N 89°48'24" E, along the southern property line of said Lot 58, a distance of 227.95 feet to an angle point;

THENCE: N 73°44'22" E, along the southeastern property line of said Lot 58, a distance of 188.67 feet to an angle point, said point being the southeast corner of said lot 58;

THENCE: Due south, departing the southeast boundary of said lot 58, along the northern boundary of this 71.768 acre tract, a distance of 84.89 feet to an angle point;

THENCE: N 77°08'14" E, a distance of 73.32 feet to the P.C. of a curve to the right, having a radius of 347.00 feet and a central angle of 28°51'50";

THENCE: With said curve to the right a distance of 174.81 feet to the P.T. of said curve to the right;

THENCE: S 73°59'55" E, a distance of 460.00 feet to the P.C. of a curve to the right, having a radius of 772.00 feet and a central angle of 71°46'32";

THENCE: With said curve to the right a distance of 158.66 feet to the P.C.C. of a curve to the right, having a radius of 302.00 feet and a central angle of 47°37'29";

THENCE: With said curve to the right a distance of 251.03 feet, to the P.T. of said curve to the right, said point also being an angle point;

THENCE: N 73°07'06" E, a distance of 57.98 feet to an angle point;

THENCE: N 53°29'13" E, a distance of 39.53 feet to an angle point;

THENCE: N 67°51'45" E, a distance of 38.00 feet to an angle point;

THENCE: N 77°43'31" E, a distance of 60.00 feet to an angle point;

THENCE: N 48°53'30" E, a distance of 85.18 feet to an angle point;

THENCE: N 35°33'50" E, a distance of 42.58 feet to an angle point;

THENCE: N 44°30'50" E, a distance of 50.00 feet to an angle point;

THENCE: N 40°34'11" E, a distance of 50.00 feet to an angle point;

THENCE: N 49°03'47" E, a distance of 76.28 feet to an angle point;

THENCE: N 08°05'26" E, a distance of 40.00 feet to an angle point;

THENCE: N 49°50'27" E, a distance of 50.00 feet to an angle point;

THENCE: N 26°50'17" E, a distance of 52.99 feet to the P.C. of a curve to the left, having a radial bearing S 20°47'56" W a radius of 183.00 feet and a central angle of 16°06'54";

EXHIBIT A

THENCE: With said curve to the left a distance of 51.47 feet to the P.R.C. of a curve to the right, having a radius of 167.00 feet and a central angle of 33°07'05";

THENCE: With said curve to the right, a distance of 96.53 feet to the P.T. of said curve to the right, said point also being an angle point;

THENCE: N 37°48'06" E, a distance of 106.28 feet to an angle point, said point being on the southwest right-of-way line of Dominion Drive of The Dominion Phase I P.U.D. as recorded in Volume 9503, Pages 24-44 of the Plat and Deed Records of Bexar County, Texas;

THENCE: S 59°21'22" E, along said right-of-way of Dominion Drive, a distance of 177.22 feet, to the P.C. of a curve to the right, having a radius of 976.00 feet and a central angle of 38°39'51";

THENCE: Continuing along the said right-of-way line of Dominion Drive the following distances and bearings:

With said curve to the right a distance of 658.62 feet, to the P.T. of said curve to the right;

S 20°41'31" E, a distance of 245.73 feet, to the P.C. of a curve to the right having a radius 835.20 feet, and a central angle of 22°24'12";

With said curve to the right a distance of 326.57 feet, to the P.C.C. of a curve to the right having a radius of 614.71 feet, and a central angle of 55°19'14";

With said curve to the right, a distance of 593.52 feet, to the P.C.C. of a curve to the right having a radius of 808.29 feet, and a central angle of 13°52'25";

With said curve to the right, a distance of 195.72 feet, to the P.T. of said curve to the right;

S 70°54'20" W, a distance of 304.53 to the P.C. of a curve to the right, having a radius of 386.00 feet, and a central angle of 49°36'53";

With said curve to the right, a distance of 334.25 feet, to a P.T. of said curve to the right;

N 59°28'47" W, a distance of 162.92, to the P.C. of a curve to the left having a radius of 624.00 feet and a central angle of 29°43'38";

With said curve to the left, a distance of 323.75 feet, to the P.R.C. of a curve to the right having a radius of 200.00 feet and a central angle of 15°36'27";

With said curve to the right, a distance of 54.48 feet, to the P.R.C. of a curve to the left having a radius of 200.00 feet and a central angle of 56°56'30";

With said curve to the left, a distance of 198.76 feet, to the P.R.C. of a curve to the right having a radius of 200.00 feet and a central angle of 19°47'00";

With said curve to the right, a distance of 69.06 feet, to the P.T. of said curve to the right;

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EXHIBIT A

S 69°14'32" W, a distance of 17.91 feet to an angle point, said point being the southwesternmost corner of this 71.768 acre tract;

THENCE: Leaving the said right-of-way line of Dominion Drive, N 13°40'09" W, a distance of 173.44 feet to an angle point;  
THENCE: N 34°29'55" W, a distance of 190.00 feet to an angle point;  
THENCE: N 45°00'00" W, a distance of 83.63 feet to an angle point;  
THENCE: N 30°13'53" W, a distance of 170.06 feet to an angle point;  
THENCE: Due north, a distance of 182.74 feet to an angle point;  
THENCE: N 75°00'00" W, a distance of 150.00 feet to an angle point;  
THENCE: S 15°00'00" W, a distance of 75.00 feet to an angle point;  
THENCE: N 81°40'36" W, a distance of 180.00 feet to an angle point;  
THENCE: N 26°26'45" E, a distance of 62.56 feet to an angle point;  
THENCE: N 00°35'39" E, a distance of 337.36 feet to an angle point;  
THENCE: N 21°29'21" W, a distance of 144.92 feet to an angle point;  
THENCE: N 01°33'09" W, a distance of 313.68 feet to an angle point;  
THENCE: N 29°28'20" E, a distance of 8.56 feet to the POINT OF BEGINNING and containing 3,126,219 square feet or 71.768 acres of land, more or less.

SAVE AND EXCEPT the real estate situated within that certain subdivision known as The Dominion Cottage Estates, according to the plat of said subdivision recorded in Volume 9512, Page 82, and Volume 9512, Page 84, known as Dominion Cottage Estates Subdivision Unit 1 and Unit 2 P.U.D. respectively.



STATE OF TEXAS  
COUNTY OF BEXAR  
I hereby certify that this instrument was filed in the Public  
Records on the 1st day of April, 1986, at the time and place herein  
set forth, and that it is the official public record of said County.  
APR 2 1986  
Robert D. Green  
COUNTY CLERK BEXAR COUNTY TEXAS

1986 APR 1 AM 11 48

FILED IN THE OFFICE  
OF ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.

*W. L. L.*  
Robert D. Green  
1705 St. Mary's Suite 400  
San Antonio, TX 78205

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