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DECLARATION OF PROTECTIVE COVENANTS

FOR

THE DOMINION GARDENS

(The Dominion Planned Unit Development Phase 4)

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

THAT, DOMINION GROUP, LTD., a Texas Limited Partnership, acting by and through its General Partner, THE DOMINION GROUP PARTNERS (Declarant), being the owner of all of the lots situated within that certain subdivision known as The Dominion Planned Unit Development, Phase 4, according to the plat of said subdivision recorded in Volume 9513, Page 175-180, of the Deed and Plat Records of Bexar County, Texas (hereinafter called "the Subdivision," "The Dominion Gardens" or "Phase 4"), and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the Dominion Gardens, does hereby adopt and establish the following restrictions and covenants to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

I.

DEFINITIONS

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

- A. Umbrella Association shall mean The Dominion Homeowners Association, its successors and assigns, the nonprofit corporation which Declarant shall cause to be incorporated as provided in a Declaration of Covenants, Conditions, Easements and Restrictions duly recorded in Volume 2956, Pages 61 et seq. of the Real Property Records of Bexar County, Texas (the "Umbrella Declaration").

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- B. Interior Association shall mean The Dominion Gardens Homeowners Association, an association having jurisdiction over The Dominion Gardens, which Declarant shall cause to be incorporated, pursuant to the provisions hereof.
- C. Common Properties shall mean the Properties to be owned and/or maintained by the Umbrella Association and/or Interior Association for the common use and enjoyment of their respective members.
- D. Declarant shall mean the Dominion Group, Ltd., and any other party to whom the Dominion Group, Ltd. assigns in writing any of its rights hereunder.
- E. Improvements shall mean and include all buildings, out-buildings, patios, balconies, decks, fences, walls, hedges, landscaping, antennae, towers, poles, ponds, lakes, swimming pools, tennis courts, driveways, parking areas, utilities, signs and other structures, apparatus, Improvements, recreational facilities, plantings, or equipment of a permanent or semipermanent character, including all "Improvements" as defined in the Umbrella Declaration. Included are both original Improvements made to Lots in Phase 4 and all subsequent changes, additions, treatments or replacements thereto.
- F. Lot shall mean any Lot, plot, parcel or tract of land shown on the recorded Subdivision Plat of Phase 4 with the exception of the Common Properties, or with the exception of Lots not for single family dwelling use as depicted on the Subdivision Plat of Phase 4. All the Lots in Phase 4 are sometimes collectively referred to herein as the "Properties."
- G. Owner shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot situated in Phase 4, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- H. Architectural Control Committee or Committee shall mean the Architectural Control Committee referred to in Article III hereof.
- I. Dwelling Unit or Dwelling or Residence shall mean the single family residential dwelling situated on a Lot.
- J. Front Entry Lot shall mean a Lot upon which the driveway for the Dwelling Unit situated thereon has direct

access to the ~~street~~ fronting the Lot. Front Entry Lots are identified as follows: Lots 1-17, 19, 20, 22-35, 49, 82-88, 94-98, 107-109, 112-114 and 128-143.

- K. Rear Entry Lot shall mean a Lot upon which the driveway for the Dwelling Unit situated thereon has direct access to an alley, as depicted on the Subdivision Plat for Phase 4 of The Dominion Planned Unit Development. Rear Entry Lots shall be identified as all Lots in Phase 4 that are not identified herein as Front Entry Lots.
- L. Zero Lot Line Lot shall mean any Lot in The Dominion Gardens other than a conventional Lot, as hereinafter defined.
- M. Conventional Lot shall mean each of the following Lots in The Dominion Gardens: Lots 1, 11, 16, 17, 22, 23, 29, 30, 35, 41, 44, 49, 66, 73, 75, 88, 93, 124, 128, 134, 135 and 138.

Amended

2025 RELEASE UNDER E.O. 14176

II.

DOMINION GARDENS HOMEOWNERS ASSOCIATION

- A. Membership. Each Owner, whether one or more persons or entities, of a Lot in Phase 4, shall, upon and by virtue of becoming such Owner, automatically become a Member of the Interior Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Interior Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Interior Association, and no certificate of membership will be issued.
- B. One Class of Voting Members. The Interior Association shall have one class of voting membership, with all members being entitled to one vote for each Lot in which they hold the interest required for membership as stated in Section A. hereof. When more than one person holds such an interest, all such persons shall be Members, and the vote for such Lot shall be exercised as they determine among themselves. In no event, however, shall more than one vote be cast with respect to any such Lot.
- C. Board of Directors. The affairs of the Interior Association shall be conducted by the Board of Directors of The Dominion Gardens Homeowners Association (the "Board of Directors") in accordance with the Articles of Incorporation and the Bylaws of The Dominion Gardens Homeowners Association.
- D. Purpose of Association. The purpose of the Interior Association, in general, shall be to provide for and promote the health, safety, security and welfare of the Members; to collect the assessments, and to to provide for the maintenance, repair, preservation, upkeep and protection of those Common Properties to be owned and/or maintained by the Interior Association and those portions of the Lots permitted or required herein to be maintained by the Association, and such other purposes as are stated in the Articles of Incorporation or

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Bylaws consistent with the provisions of this Declaration.

E. Declarant Control of Association. Notwithstanding any provisions herein contained to the contrary, Declarant shall have the absolute right to control the Association and elect its Board of Directors until January 1, 1999, or that date when, in Declarant's sole opinion, the Association is fully viable, self-supporting and operational, whichever date occurs earlier.

F. Covenants for Assessments. The Declarant, for each Lot owned by it within Phase 4, hereby covenants, and each Owner of any such Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to The Dominion Gardens Homeowners Association:

a. Annual assessments or charges to be fixed, established and collected from time to time, as hereinafter provided; and

b. Special assessments for capital Improvements, to be fixed, established and collected from time to time, as hereinafter provided.

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

G. Purpose of Assessments. The Assessments levied by the Interior Association shall be held, used and expended by the Interior Association for the common benefit of all Members for the following purposes to-wit: to promote the health, safety, security and welfare of the Members, including, without limitation, the repair, maintenance and replacement of Properties, services, Improvements, landscaping and facilities devoted to such purposes and related to the use and enjoyment of the Properties by the Members and as required by the provisions of this Declaration; and to carry out the purposes of the Interior Association.

H. Annual Assessments. Each Owner of a Lot in Phase 4 shall pay to the Interior Association an annual assessment determined by the Board of Directors. The rate of

annual assessment may be increased or decreased by vote of the Board of Directors from time to time after due consideration to then current maintenance and security expenses and projected future needs of the Interior Association.

- I. Special Assessments. In addition to the annual assessment authorized in Section H hereof, the Board of Directors of the Interior Association may levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Properties owned or maintained by the Interior Association or for carrying out other purposes of the Interior Association as stated herein or in the Articles of Incorporation of the Interior Association.
- J. Vote Required for Increase in Rate of Annual Assessment. The increase in the rate of the annual assessment, as authorized by Section H above, must be approved by a majority of the Board of Directors of the Interior Association voting in person or by proxy, at a meeting duly called for such purpose.
- K. Vote Required for Special Assessment. The Special Assessment authorized in Section I above, must be approved by a majority of the votes of the Board of Directors of the Interior Association voting in person or by proxy, at a meeting duly called for such purpose.
- L. Commencement Date of Annual Assessment. Annual assessments provided for herein shall commence on a date determined by Declarant to be appropriate; but, in no event shall they commence for any Lot within Phase 4 prior to the time of conveyance (by Warranty Deed) of such Lot by Declarant. Failure by Declarant to commence assessments by any particular date shall not be deemed as a waiver by Declarant to thereafter cause the commencement of same.
- M. Due Date of Assessments. Annual Assessments shall become due and payable on those dates established by the Board of Directors from time to time.
- N. Owner's Personal Obligation of Payment of Assessments. The Annual and special assessments provided for herein shall be the personal and individual debt of the Owner of the property covered by such assessments. No Owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the Owner shall be obligated to pay interest at the highest lawful rate on the amount of the as-

essment from the due date thereof, together with all costs and expenses, including attorney's fees.

- O. Uniformity of Assessments. To the extent practicable, assessments shall be established and collected on an equal and uniform basis with every residential Dwelling to be situated in Phase 4 being subject to the same assessment.
- P. Assessment Lien and Foreclosure. All sums assessed in the manner provided in Section N above and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the Lot covered by such assessment, and shall be a covenant running with the land. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first lien mortgage or 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 Interior Association. To evidence the aforesaid Assessment lien, the Interior Association shall prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the property covered by such lien, and a description of the property. Such notice shall be signed by one of the officers of the Interior Association and shall be recorded in the office of the County Clerk of Bexar County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent, as set forth in Section M. above, and may be enforced by the foreclosure of the defaulting Owner's Lot by the Interior Association in like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Interior 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 Interior Association shall have the power to bid on the Lot 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 Lot in Phase 4, the

Interior Association shall report to said mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due. The Interior Association also expressly reserves the right to post the names of any delinquent members at a highly visible location within the Properties.

- Q. Common Properties Exempt. All Common Properties owned or maintained by the Interior Association shall be exempted from the Assessments and liens created herein.

III.

USE

All Lots in the Subdivision shall be used for single-family residential purposes only. One single family Dwelling Unit per Lot shall be permitted, together with accessory structures incidental thereto, including, but not limited to, garage, utility storage, shade structures, swimming pools, spas, fountains, patios, walls, fences, trellises and other similar structures, provided such structures are not connected or attached to Dwelling Units on adjacent Lots.

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

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

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IV.

ARCHITECTURAL CONTROL

No "Improvements," as that term is defined herein or in the Declaration of Covenants, Conditions, Easements and Restrictions (the "C C & R's" or the "Umbrella Declaration") for The Dominion Planned Unit Development, duly recorded in Volume 2956, Page 61 et seq. of the Real Property Records of Bexar County, Texas, may be erected, placed, installed, modified or replaced on any Lot in the Subdivision without first complying with the Architectural Control Committee requirements set forth herein or in the C C & R's, the applicable terms and provisions of such C C & R's being hereby incorporated herein by reference, including, but not limited to the obtaining of prior approval of the Committee for preliminary design plans and final plans and specifications for such Improvements and the obtaining of Building Permits and Certificates of Occupancy from such Committee at the appropriate times, as well as complying with the Architectural Design Guidelines and Property Development Standards for Phase 4 dated July, 1985, formulated by the Architectural Control Committee in conjunction with The Dominion Gardens Builders Advisory Committee [and printed by Azeka De Almeida Planning], such instrument also being incorporated herein by reference.

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The architectural style that Declarant and the Architectural Control Committee desires to prevail in The Dominion Gardens is represented by the more traditional Vendom-styled seventeenth and eighteenth century Parisian townhome [as depicted in the aforesaid Guidelines and Standards], with Dwellings in Phase 4 being composed of the preselected exterior masonry materials provided for herein as accented by scaled European roof, wall, door and window detailing [including French, English, Georgian and Italian Romanesque period styled], it being the intent of Declarant and the Architectural Control Committee that the aforesaid hybrid application will provide a revival of Old European quality and workmanship when applied to the more traditional American home. A more specific discussion of architectural design guidelines for Phase 4 is discussed in the aforesaid Guidelines and Standards. The Architectural Control Committee shall have the express right to disapprove any plans that do not comply with such Guidelines and Standards.

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V.

SIZE OF DWELLING

The total floor area of the main structure of any Dwelling shall not be less than one thousand eight hundred square feet (1,800 sq. ft.) if one-story, and two thousand two hundred square

feet (2,200 sq. ft.) if more than one-story. These areas shall be exclusive of open porches, breezeways, carports, garages and other outbuildings or areas of a similar nature which are typically not air-conditioned.

VI.

OUTBUILDING REQUIREMENTS

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

VII.

EXTERIOR WALLS

~~(1) All primary exterior walls of a Dwelling Unit shall be covered with full-range, antique, used "Chicago" brick of the type, color, and texture preselected by the Architectural Control Committee. Mortar joints shall be raked. Mortar mix and color must be approved by the Architectural Control Committee.~~

~~(2) Secondary or incidental exterior walls shall be covered with painted cedar siding or painted steel trowelled cement plaster to match adjacent wall or roof materials.~~

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

~~(4) All privacy walls, view fences, boundary, and retaining walls shall be of the same composition as the primary wall masonry of the Dwelling.~~

VIII.

FENCES AND GATES

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

- (1) All masonry; or
- (2) All wrought iron; or
- (3) Any combination of wrought iron and masonry; or

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

No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, except for 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, except in connection with tennis courts, provided such fence is properly landscaped and is reasonably screened from public view.

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

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

IX.

PAVED SURFACES

~~All paved surfaces including patios, stoops, stairs, steps, walkways and driveways within front, side and rear setbacks, plus any surfaces within private open space which are visible from adjacent streets shall be brick masonry, stone masonry or exposed concrete aggregate trimmed with masonry border. All rear or side driveways at alleys shall be, as a minimum, exposed concrete aggregate trimmed with masonry border.~~

X.

TEMPORARY STRUCTURES

No structure of a temporary character -- trailer, tent, shack, garage, barn or other outbuildings -- shall be used on any Lot at any time as a Residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be connected to utilities situated within a Lot. No Dwelling previously constructed elsewhere may be moved on any Lot in the Subdivision controlled by these covenants. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a Residence, either temporarily or permanently; and further, specifically includes a mobile home or recreational vehicle upon which the wheels have been left attached.

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XI.

SIGNS

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

XII.

MAINTENANCE

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

(2) Default. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements [or any other reasonable requirements established from time to time by the Interior Association and/or the Architectural Control Committee and published to Owners, for the purpose of maintaining

a sanitary, healthful and attractive subdivision as provided herein or as provided in Section 2, Article VIII of the Umbrella Declaration], then in such event the Declarant or the Interior 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 judgement, and have dead trees and shrubs and plants removed therefrom and replaced with comparable trees, shrubs and plants. Declarant or the Interior 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 Interior Association for the cost of any such maintenance or removal or repair upon demand.

(3) Reservation. Each Owner by acceptance of a Deed to such Owner's Lot hereby grants to the 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 Interior Association shall be authorized to contract such maintenance as it in its discretion deems appropriate, which cost shall be included in the Assessment as set out herein.

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

The fenced, enclosed yards of each Dwelling Unit situated on a Lot shall be under the sole maintenance and care of the individual Owner of such Lot; provided, however, that should an Owner neglect the upkeep and care of the Owner's fenced area, the 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 XII shall be deemed an assessment enforceable as a lien under Section P of Article II hereof.

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 shall be, in addition, responsible to repair or replace any broken or cracked windows, doors, or other damaged exterior surfaces of his Residence. Should the Owner not properly maintain his Residence, as set out herein, the Interior Association shall be granted the right to contract for such services and bill the Owner the cost of such maintenance. Those cost of such corrective work shall be deemed an assessment enforceable as a lien under Section P of Article II hereof.

XIII.

UTILITY EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for Phase 4 and/or as provided by instruments of record or to be recorded. Within these easements, if any, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all Improvements in such area shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements, except as may be required by State, County or Municipal statutes, ordinances, rules or regulations, or by the Umbrella or Interior Associations or by custom and practice of such utility company.

XIV.

VEHICLES

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

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structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless vehicle is temporarily parked for the purpose of serving such Lot.

XV.

NUISANCES

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

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

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

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

XVI.

GARBAGE AND REFUSE DISPOSAL;
TRASH RECEPTACLE AREAS;
AND ENCLOSURES

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

enclosures shall be provided and constructed of the same materials as exterior walls of the Dwelling Unit, and so designed as to their users and collectors in a manner approved by the Architectural Control Committee.

XVII.

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 the other residents of the Subdivision.

XVIII.

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.

XVIX.

INDIVIDUAL
WATER AND SEWAGE SYSTEMS

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

XX.

RADIO OR TV ANTENNA
SOLAR PANELS

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

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

XXI.

DRAINAGE EASEMENTS

Easements for drainage throughout the Subdivision are reserved as shown on the recorded plat for Phase 4, such easements being depicted as "drainage easements." No Owner of any Lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner may:

(1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements; or

(2) alter, change or modify the existing configuration of the drainage easements, or 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.

XXII.

MAILBOXES

No mailboxes 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.

XXIII.

EXTERIOR LIGHTING

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

XXIV.

ATHLETIC FACILITIES

Tennis court lighting and fencing shall require the prior written approval of the Architectural Control Committee. 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.

XXV.

PARKING AND GARAGES

(1) Each Dwelling Unit shall be provided with two permanent, off-street, enclosed parking spaces, plus two temporary guest parking spaces within each driveway. [Enclosed parking

stalls for golf carts are encouraged; front entry garages are discouraged by the Architectural Control Committee.]

~~(2) Each garage shall comprise not less than 480 square feet and shall be attached to the Dwelling Unit. Garages for more than two vehicles and/or golf carts are not permitted off any Front Entry Lot where the garage doors are clearly visible from the adjacent street.~~

~~(3) Side entry garages shall not be permitted on Lots 19, 20, 26, 27, 32, 33, 131, 132, 136 and 137.~~

(4) Garage door openers shall be required for all garages.

(5) Interior walls of all garages must be finished [i.e., taped, bedded and painted as a minimum].

(6) No garage shall be permitted to be used or enclosed for living purposes, but must be maintained for storage of automobiles and other vehicles and related purposes.

(7) No garage or driveway serving same shall have direct vehicular access to a street unless such garage and driveway is situated on a Lot identified herein as Front Entry Lot [i.e., garages and driveways serving same which are situated on a Rear Entry Lot shall have direct vehicular access only to an alley depicted on the recorded subdivision plat for Phase 4.

XXVI.

ROOFS

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

(1) Primary Roof. Exposed roofing materials shall be limited to:

(a) Red cedar shingles: No. 1 grade, laid straight course.

(b) Red Cedar shakes: Medium hand split butt, laid straight course.

(2) Accent Roof. Exposed roofing materials shall be limited to:

(a) Red cedar shingles and red cedar shakes.

(b) Natural slate, lead, copper.

(c) Preweathered Galvalum, with standing seams.

(d) No polished or shiny finished roof shall be permitted.

Amended
(3) Roof Vents. Roof vents shall not be permitted within any roof plane with a fall line perpendicular to an adjacent street.

(4) Skylights. Skylights shall not be permitted within any roof plane with a fall line perpendicular to an adjacent street.

(5) Overhangs. All roof overhangs shall not exceed one foot.

(6) Gutters. The lower portion of all included roof planes shall be provided with gutters, down spouts and other devices to control and direct water runoff.

XXVII.

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.

XXVIII.

SITE DEVELOPMENT REGULATIONS

(1) Dwelling Unit Setbacks for Zero Lot Line Lots.

(a) Interior Side Yard. The first floor area of the Dwelling Unit shall be placed on one interior side property line with a zero foot setback with the Dwelling Unit setback from the other interior side property line a minimum of ten feet (10'). Any second floor area shall be set back a minimum of ten feet from the interior zero side property line and fifteen feet (15') from the other interior side property line.

Amended

(b) Exterior Side Yard Adjacent to Common Open Space. The first floor area of the Dwelling shall be set back a minimum of six feet (6') and any second floor area a minimum of fifteen feet (15') from the exterior side property line.

(c) Front Setback at Interior Lot. The first floor area of the Dwelling shall be set back a minimum of fifteen feet (15'), any second floor area shall be set back a minimum of twenty feet (20') from the front property line.

(d) Rear Setback at Interior Lot. The first floor area of the Dwelling shall be set back a minimum of fifteen feet (15') and any second floor area shall be set back a minimum of twenty feet (20') from the rear property line, except at a rear property line adjacent to common open space wider than fifty feet (50'), where the first floor area may be set back a minimum of six feet (6') and any second floor area may be set back a minimum of fifteen feet (15').

(e) Rear Setback at Corner Lot. The first floor area of the Dwelling shall be set back a minimum of ten feet (10') and any second floor area shall be set back a minimum of fifteen feet (15') from the rear property line.

(2) Dwelling Unit Setbacks for Conventional Lots. Front, rear and side yard setbacks other than the zero setback side shall be the same for conventional lots except that the first floor area of the Dwelling Unit shall be set back a minimum of five feet (5') and any second floor area shall be set back a minimum of ten feet (10') from each side property line.

(3) Garage Setback for Zero Lot Line and Conventional Lots.

(a) Setback from Street. The garage portion of a Dwelling Unit shall be set back a minimum of fifteen feet (15') from the front property line for a side-entry garage and a minimum of twenty feet (20') from the front property line for a direct-entry garage.

(b) Setback from Alley. The garage portion of a Dwelling Unit shall be set back a minimum of three feet (3') from the property line for a side-entry garage and a minimum of eighteen feet (18') from the property line for a direct-entry garage.

(c) Equipment Setback from Alley. The setback required for mechanical equipment located between the Dwelling Unit and the property line at an alley shall be wide enough to accommodate equipment, screening fence, landscaping and

~~necessary equipment clearances, and shall be not less than six feet (6') wide~~

(4) Wall Openings Prohibited on the Zero Lot Line Side of a Dwelling. The wall of a Dwelling located on a zero Lot line shall have no windows, doors, air conditioning units, or any other type of openings, except that atriums or courts shall be permitted when enclosed by three (3) walls of the Dwelling Unit and a solid wall of at least eight feet (8') in height. Said wall shall be constructed of the same finish material as the exterior walls of the Dwelling.

(5) Perpetual and Temporary Easement.

(a) A temporary six foot (6') wide construction easement shall be provided on any Lot adjacent to the zero side property line for the purpose of the construction of an adjacent zero Lot line Dwelling. This temporary easement shall expire thirty (30) days after issuance of a Certificate of Occupancy for the adjacent Dwelling. Prior to the construction of an adjacent Dwelling, no major Improvements shall be constructed within the temporary easement. A six foot (6') high, temporary wood fence may be constructed prior to the construction of an adjacent Dwelling within the construction easement.

(b) A perpetual three foot (3') wide ingress and egress easement shall be provided on every Lot adjacent to the property line which directly abuts a neighboring Lot's zero-side yard. Such easement with the exception of walls, fences and other permitted accessory structures, shall be kept clear of structures and other major obstructions for the purpose of the inspection, maintenance, and repair of all or part of the zero Lot line wall and to accumulate, direct and remove all water runoff from the roof of the adjacent Dwelling placed on the Lot line. The property Owner of said Lot shall be responsible for the underground removal of any water runoff. Such water runoff shall not deprive said Lot of the full use of the area within the perpetual easement.

(c) Encroachment into the perpetual easement at the roofline for roof gutter, fascia or masonry corbel shall be permitted, provided that encroachment shall not exceed one foot (1') into the perpetual easement.

(6) Placement of Zero Lot Line Dwelling. Dwelling Units situated on zero Lot line Lots must abut the side property line required by The Dominion Gardens' Architectural Design Guidelines and Property Development Standards earlier referred to herein.

XXIX.

HEIGHT LIMITATIONS

The maximum height of any Dwelling in Phase 4 shall be two stories and may not exceed thirty-two feet (32') in height measured from the top of the second floor ridge to the top of the first floor directly below. Notwithstanding the foregoing, special height limitations may be imposed by the Architectural Control Committee for "hillside Lots," as hereinafter defined. Residential Lots abutting the golf course or visually prominent from the golf course shall be restricted to a "one-story height" in appearance. This means that the enclosed attic area normally associated with a one-story structure can be used for additional floor area, provided that the outward appearance of a one-story structure is retained where visible from adjacent golf course. Lots 19, 20, 26, 27, 32, 33, 131, 132, 136, 137, 139, 140, 141, 142 and 143 are subject to this "one-story" height restriction.

XXX.

IRRIGATION

All single family residential Lots must be irrigated by sprinkler systems approved by the Architectural Control Committee and in accordance with the irrigation plan approved by the Committee. In all such systems, a pressure type vacuum breaker or 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.

XXXI.

GUTTERING

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

XXXII.

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

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Care and Protection Procedures as promulgated from time to time by the Architectural Control Committee.

XXXIII.

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 per cent (10%) in area of the front yard area of any Lot, excluding driveways and sidewalks, may be covered by rock material other than vegetation, except for such sidewalks and driveways as have been approved by the Architectural Control Committee.

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

XXXIV.

SUBDIVISION OR
COMBINATION OF LOTS

No further subdivision of platted Lots in Phase 4 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.

ADDITIONAL RESTRICTIONS FOR
HILLSIDE LOTS

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

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

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

2. Grades. Maximum grades for hillside Lots are established as follows:

Driveways: A maximum slope of 13%;

Sidewalks: A maximum slope of 5%.

3. Additional Requirements. Additional grading landscape and screening requirements for hillside Lots are set forth as follows:

- (a) No grading shall be permitted on hillside Lots without a site grading and drainage plan approved in writing by the Architectural Control Committee.
- (b) The total area of all grading, including all cuts and fills and those areas required for driveways, swimming pools and decks, recreation courts and patios (but not including the total areas under structural roof), shall not exceed ten per cent (10%) of the hillside area of a hillside Lot.
- (c) All excavated material shall be removed from the hillside Lot or maintained behind retaining walls or landscaped areas so that the slopes of any fill material will not be visible from any street or adjoining Lot.
- (d) Retaining walls on the downhill side of hillside Lots shall not be higher than six feet (6') at the property line. Any additional retaining walls shall be set back from the first wall a minimum of one foot (1') horizontally for every one foot in height above the first wall. The area between stepped retaining walls shall be landscaped with screening plant material and an appropriate irrigation system. The landscaped areas between the retaining wall shall not be included in the total graded area allowed. Retaining walls shall be used for the purpose of containing fill material or for minimizing cut or fill slopes, but they shall not be used to terrace or otherwise alter natural terrain. Retaining walls shall be provided along all road cuts except in those instances where such cuts result in a stable rock face, whereupon such cuts may remain natural.

4. Trees. Trees situated on hillside Lots shall be protected and preserved during construction, according to the Tree Care and Protection Procedures promulgated from time to time by the Architectural Control Committee.

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XXXVI.

ALLEYS

Alleys depicted upon the recorded plat of Phase 4 shall provide vehicular access to certain individual Dwelling Units and shall provide service access for trash collection and other private services. Alleys shall not be used as temporary or permanent parking areas, nor shall they be used for the storage of any equipment or other personalty.

XXXVII.

VISUAL ACCESS AT INTERSECTIONS

To allow for adequate sight distance at all street and alley intersections within Phase 4, no structural walls or vegetation which could restrict visual access, "or," defined herein as an area between the 2' and at (6') above the ground, shall be permitted. The area defined by a triangle created at a street corner, the intersection of property line projections and points two feet from said intersections. Visual access shall be provided to the driver of a vehicle backing out of an individual Lot or adjacent alley in a manner approved by the Architectural Committee.

XXXVIII.

STREET DEDICATION

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

RECORDERS MEMORANDUM:
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
RECORDATION

XXXIX.

THE DOMINION PLANNED UNIT DEVELOPMENT

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

XL.

TERM

The foregoing covenants are made and adopted to run with the land and shall be binding upon Declarant and its successors and assigns, and all persons claiming under them, and all subsequent property Owners of said above described Lots located within Phase 4 for a term beginning on the date this Declaration is recorded and continuing through and including January 1, 2033, after which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Lots within the Subdivision controlled by these covenants has been recorded agreeing to change said covenants in whole or in part, or to revoke them, provided that no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the Lots located within the Subdivision involved in such breach. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document; but whether or not such reference is made, each

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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 Umbrella or Interior Associations, 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 subdivided Lots in the Subdivision controlled by these covenants. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Lot Owner by virtue of not enforcing any restriction herein contained.

XLII.

INVALIDATION

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

XLIII.

PRIOR LIENS

It is specifically provided that a violation of these protective covenants, or any one or more of them, shall be enforceable by the provisions herein and any provisions contained in the 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 attorney's fees, and court costs, will thereupon become a continuing lien and charge on the property of the violator and shall be a covenant running with the land. The aforesaid lien shall be superior to all other liens and charges against the property, except only for tax liens and all sums

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unpaid on a first lien mortgage or first deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the property in question. Such power shall be entirely discretionary with the Umbrella and Interior Associations. To evidence the aforesaid lien, the applicable 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 applicable Association in like manner as a mortgage on real property subsequent to the recording of a notice of lien as provided above, or the applicable Association may institute suit against the Owner personally obligated to pay the Assessment and/or the foreclosure of the aforesaid lien judicially, it being understood that the election of any one remedy shall not constitute a waiver of any other remedies. In any foreclosure proceeding, whether judicial or nonjudicial, the Owner shall be required to pay the costs expenses, and attorney's fees incurred. The applicable 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 applicable 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 within 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 and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not materially impair or affect the vested property or other rights of any Owner or his mortgagee.

XLV.

AMENDMENT

At any time the Owners of the legal title to seventy per cent (70%) of the Lots within the Subdivision (Phase 4) 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 valid or effective without the written joinder of Declarant, 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 Interior 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 Interior Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

XLVII.

TITLE

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

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 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 26 day of JUNE, 1986.

THE DOMINION GROUP, LTD.

BY: THE DOMINION GROUP PARTNERS

By: PROVIDENCE DEVELOPMENT
CORPORATION

By: 

Its: Vice President
GENERAL PARTNER

DECLARANT

THE STATE OF TEXAS

COUNTY OF BEXAR

§
§
§

This instrument was acknowledged before me on
June 26 1986,
by Richard L. Kerr, VIC. PRESIDENT
of PROVIDENCE DEVELOPMENT CORPORATION, a Nevada corporation,
General Partner of THE DOMINION GROUP PARTNERS, a Texas General
Partnership, General Partner of DOMINION GROUP, LTD., a Texas
Limited Partnership, on behalf of said partnership.

My Commission Expires:

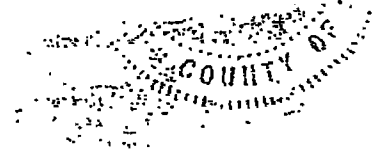
5/02/87

Lamair Las Bennett
Notary Public, State of Texas

LAMAIR LAS BENNETT
(Please type or print name)

f

STATE OF TEXAS)
COUNTY OF BEXAR)
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped hereon by me, and
was duly RECORDED in the Official Public Records of Real Property
of Bexar County, Texas on



JUN 27 1986



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

AFTER RECORDING RETURN TO:

Mr. Richard L. Kerr
Foster, Lewis, Langley, Gardner
& Banack, Incorporated
Frost Bank Tower, 16th Floor
100 West Houston Street
San Antonio, Texas 78205-2878

San Antonio, Texas 78205

RLK/bbl8

DECLARANT'S ADDRESS:

12042 Blanco Road, Suite 125
San Antonio, Texas 78216

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
1986 JUN 26 P 4: 26

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