

17/2

2329333

Note to recorder: This instrument amends that Declaration of Protective Covenants dated June 26, 1986 and filed at Vol. 3733, Page 596, et seq., and that First Amendment to Declaration of Protective Covenants for The Dominion Gardens dated June 20, 1990 and filed at Vol. 4852, Page 561, et seq., and that Second Amendment to Declaration of Protective Covenants for The Dominion Gardens dated July 8, 1992 and filed at Vol. 5391, Page 944, et seq., all of the Official Records of Real Property of Bexar County, Texas.

THIRD AMENDMENT TO
DECLARATION OF
PROTECTIVE COVENANTS FOR THE DOMINION GARDENS

(The Dominion Planned Unit Development Phase 4)

WHEREAS, the development of certain property in Bexar County, Texas commonly known as The Dominion Planned Unit Development ("PUD") is governed by a Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion PUD, executed October 18, 1983 and filed in Vol. 2956, Page 61, et seq., of the Official Public Records of Real Property of Bexar County, Texas (the "Umbrella Declaration");

WHEREAS, the Umbrella Declaration provides for property to be annexed into the Dominion PUD;

WHEREAS, by Certificate of Annexation to the Umbrella Declaration, certain land commonly known as "Phase 4 of The Dominion", or "The Dominion Gardens" was annexed into The Dominion PUD;

WHEREAS, the development of Phase 4 is governed by the Umbrella Declaration, a Declaration of Protective Covenants for the Dominion Gardens dated June 26, 1986 and filed at Volume 3733, Page 596, et seq., and a First Amendment to Declaration of Protective Covenants for The Dominion Gardens and filed at Volume 4852, Page 561, et seq., and a Second Amendment to Declaration of Protective Covenants for The Dominion Gardens and filed at Volume 5391, Page 944, et seq., all of the Official Public Records of Bexar County, Texas (the "Protective Covenants");

WHEREAS, the Protective Covenants may be amended by seventy percent (70%) of the owners of the Lots within Phase 4 and if the written joinder of the Declarant is obtained;

10-08-92 0762067 0283513 \$17.00 Y 001 10002
10-08-92 0762067 0283514 \$2.00 Y 005 10002

VOL 5464 PAGE 1185

WHEREAS, Intco Dominion Partnership is the owner of at least seventy percent (70%) of the Lots within Phase 4, and Intco Dominion Partnership is the Declarant; and

WHEREAS, Intco Dominion Partnership desires to amend the restrictions of the Protective Covenants.

NOW, THEREFORE, BE IT RESOLVED, that the Declaration of Protective Covenants for The Dominion Gardens is hereby amended as follows:

Article I, Paragraphs J, K, L and M are amended in their entirety to read as follows:

I.

DEFINITIONS

- 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.
- K. Rear Entry Lot shall mean a Lot upon which the driveway for the Dwelling Unit situated thereon has direct access to an alley.
- 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 11, 16, 17, 22, 23, 29, 30, 35, 44, 45, 66, 73, 75, 92, 124, 128, 134, 135, 138, 151, and 160.

Article VII, Section 2 is amended in its entirety to read as follows and Sections 5, 6, 7 and 8 shall be added to said Article VII to read as follows:

VII.

EXTERIOR WALLS

(2) Secondary or incidental exterior walls shall be brick or painted tongue and groove cedar siding or painted steel trowelled cement plaster of color to match adjacent wall or roof materials. Secondary or incidental exterior walls shall be those walls on second stories where brick cannot be placed due to structural integrity.

(5) All first and second floor exterior walls visible from adjacent streets shall maintain a nine foot minimum plate height.

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

(7) Multi-paned windows are required on all streets and greenbelt sides. Second story windows along side yards or rear yards that would violate the privacy of the private open space of adjacent dwellings are not permitted.

(8) Each Dwelling shall have a house identification number on an exterior wall, such specific location to be designated by the Architectural Control Committee.

Article VIII is amended to include the following additional Section 5 to read as follows:

VIII.

FENCES AND GATES

(5) Temporary fences are allowed prior to construction of adjacent property. Wood is encouraged but green coated metal fencing is acceptable for a period not to exceed 6 months, thereafter to be replaced by temporary wood fence. Such temporary fence shall be immediately removed upon construction of adjacent property.

Article IX is amended in its entirety to read as follows:

IX.

PAVED SURFACES

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

Article XVII is amended in its entirety to read as follows:

XVII.

ANIMALS

No sheep, goats, horses, cattle, swine, poultry, snakes, livestock, or other animals of any kind shall ever be raised, kept, bred, or harbored on any portion of the subdivision, except that

dogs, cats, or other common household pets (not to exceed a total of three (3) adult animals (adult animal for the purposes of these covenants is an animal which is one (1) year of age or older) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence of Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage or other container. Any such basket, cage or other container shall not be readily visible from the street.

Article XXV, Sections 2 and 3 are amended in their entirety to read as follows:

XXV.

PARKING AND GARAGES

(2) Each garage shall have sufficient space for a minimum of two vehicles 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 13, 14, 26, 27, 32, 33, 131, 132, 136 and 137.

Article XXVI is amended in its entirety to read as follows:

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) Red cedar shingles, No. 1 grade, laid straight course; or
- (2) Red cedar shakes, medium hand split butt, laid straight course; or
- (3) Natural slate; or
- (4) Pre-weathered Galvalum or galvanized, copper or lead, with standing seams; or
- (5) Flat concrete tile (Colonial slate grey #309 by Lifetile, or comparable); or

No polished or shiny finished roof shall be permitted.

Roof vents and skylights shall not be permitted to face the street.

All roof overhangs shall not exceed one foot.

Article XXVIII, Sections 1, 2 and 3 are deleted in their entirety and amended with new Sections 1 and 2 to read as follows and Sections 4, 5 and 6 shall be renumbered to be Sections 3, 4 and 5:

XXVIII.

SITE DEVELOPMENT REGULATIONS

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

First Floor:

- (a) Zero side: 0' where indicated on map provided by Architectural Control Committee
- (b) Exterior side: 10'; or 6' if adjacent to a greenbelt; or 15' if corner lot
- (c) Front: 15' if Rear Entry Lot; or 15' if Front Entry Lot with side entry garage; or 20' if Front Entry Lot with direct entry garage
- (d) Rear: 15' if Front Entry Lot; or 6' if rear property line is adjacent to a greenbelt wider than 50'; or 18' if Rear Entry Lot with direct entry garage; or 3' if Rear Entry Lot with side entry garage

Second Floor:

- (a) Zero side: 10'
- (b) Exterior side: 15'; or 20' if corner lot
- (c) Front: 20'
- (d) Rear: 20' if Front Entry Lot; or 15' if rear property line is adjacent to a greenbelt wider than 50' or Rear Entry Lot with side entry garage; or 18' if Rear Entry Lot with direct entry garage.

(2) Dwelling Unit Setbacks for Conventional Lots

First Floor:

- (a) Sides: 10'; or 6' if adjacent to a greenbelt
- (b) Front: 15' if Rear Entry Lot; or 15' if Front Entry Lot with side entry garage; or 20' if Front Entry Lot with direct entry garage
- (c) Rear: 15' if Front Entry Lot; or 6' if rear property line is adjacent to a greenbelt wider than 50'; or 18' if Rear Entry Lot with direct entry garage; or 3' if Rear Entry Lot with side entry garage.

Second Floor:

- (a) Sides: 15'
- (b) Front: 20'
- (c) Rear: 20' if Front Entry Lot; or 15' if rear property line is adjacent to a greenbelt wider than 50' or Rear Entry Lot with side entry garage; or 18' if Rear Entry Lot with direct entry garage.

Article XXIX is amended in its entirety to read as follows:

XXIX.

HEIGHT LIMITATIONS

- (1) No portion of a dwelling structure shall exceed two stories in height or thirty two feet, whichever is less, measured from the finished floor elevation of level one to the top of the second floor ridge.
- (2) 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 1 through 10, 13, 14, 19, 20, 26, 27, 32, 33, 131, 132, 136, 137, 139, 140, 141, 142, 143, 152, 153, 154 and 156 are subject to this "one story" height restriction.

BE IT FURTHER RESOLVED that this amendment be filed of record in the Official Public Records of Real Property of Bexar County, Texas.

EXECUTED this 29th day of September, 1992.

INTCO-DOMINION PARTNERSHIP,
a Texas general partnership

By: INTCO PROPERTIES II L.P.,
a Texas limited partnership,
its managing general partner

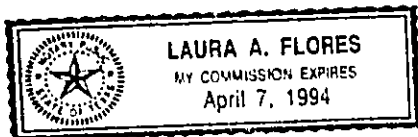
By: INTCO INVESTMENTS OF TEXAS,
INC., A Texas corporation,
its general partner

By: [Signature]
Amy E. Harris
Authorized Representative

(Acknowledgement)

THE STATE OF TEXAS)
)
COUNTY OF BEXAR)

This instrument was acknowledged before me on the 29th day of September, 1992 by Amy E. Harris, Authorized Representative of Intco Investments of Texas, Inc., a Texas Corporation, general partner of Intco Properties II L.P., a Texas Limited Partnership, managing general partner of INTCO-DOMINION PARTNERSHIP, a Texas General Partnership, on behalf of said corporation, said limited partnership and said general partnership.



Laura A. Flores
Notary Public in and for the
State of Texas

JOINDER AND CONSENT

Intco Dominion Partnership, as current Declarant of The Dominion PUD, hereby consents to and joins in this Second Amendment to Declaration of Protective Covenants for The Dominion Gardens.

EXECUTED this 29th day of September, 1992.

"Declarant"

INTCO-DOMINION PARTNERSHIP,
a Texas general partnership

By: INTCO PROPERTIES II L.P.,
a Texas limited partnership,
its managing general partner

By: INTCO INVESTMENTS OF TEXAS,
INC., A Texas corporation,
its general partner

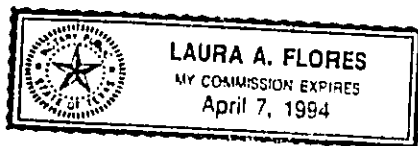
By: [Signature]
Amy E. Harris
Authorized Representative

(Acknowledgement)

THE STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on the 29th day of September, 1992 by Amy E. Harris, Authorized Representative of Intco Investments of Texas, Inc., a Texas Corporation, general partner of Intco Properties II L.P., a Texas Limited Partnership, managing general partner of INTCO-DOMINION PARTNERSHIP, a Texas General Partnership, on behalf of said corporation, said limited partnership and said general partnership.




Laura A. Flores
Notary Public in and for the
State of Texas

VOIS 464 PAGES 1192

AFTER RECORDING, PLEASE RETURN TO:

SUSAN WRIGHT, PRESIDENT
THE DOMINION HOMEOWNERS ASSOCIATION
10 DOMINION DRIVE
SAN ANTONIO, TX 78257



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

1992 OCT -8 A 8:16

Any provision herein which restricts the sale or use of the described property because of race is invalid and unenforceable under federal law.
STATE OF TEXAS, COUNTY OF BEXAR
hereby certify that this instrument was FILED in File Number Sequence 011 on this date and at the time stamped hereon by me and was duly recorded in the Official Public Records of Bexar County, Texas on

OCT 9 1992
6 130



Robert D. Green

County Clerk Bexar County, Texas