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DECLARATION OF PROTECTIVE COVENANTS
FOR
THE NEW ESTATES
THE DOMINION PLANNED UNIT DEVELOPMENT
(PHASE 10B)

93- 2559882

STATE OF TEXAS
COUNTY OF BEXAR

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KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE NEW DOMINION, LTD. ("Declarant"), being the owner of all of the property situated within that certain subdivision known as The New Estates, which is all or a part of Phase 10B of The Dominion Planned Unit Development, such property being more particularly described by field notes on Exhibit A attached hereto and incorporated herein by reference and to be hereinafter further described by a plat or plats to be duly recorded in the Deed and Plat Records of Bexar County, Texas (hereinafter called "the subdivision," "Phase 10B," or "The New Estates"), 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 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):

ARTICLE I.

DEFINITIONS

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

1. Association shall mean The Dominion Homeowners Association, the nonprofit corporation which is referred to in the Umbrella Declaration, and its successors and assigns.
2. Common Properties shall mean the properties situated in The New Estates to be owned and maintained by the Association for the common use and enjoyment of its members, as well as those private streets, greenbelts, parkways, medians, islands, gates and other facilities now or hereafter situated anywhere within The Dominion Planned Unit Development which are owned by the Association.
3. Declarant shall mean The New Dominion, Ltd. and any other party to whom it assigns in writing any of its rights hereunder.
4. Improvements shall mean and include all buildings, outbuildings, patios, balconies, decks, fences, walls, hedges, landscaping; antennas, towers, poles, ponds, lakes, swimming pools, driveways, parking areas, utilities, signs and other structures, apparatus, improvements, recreational facilities, plantings, or equipment of a permanent or semi-permanent character.
5. Dwelling shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.

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6. Lot shall mean any Lot, plot, parcel or tract of land shown on the recorded subdivision plat of the subdivision with the exception of the Common Properties, or with the exception of Lots not for single family dwelling use as depicted on the subdivision plat.

7. Owner shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot situated in Phase 10B, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

9. The Dominion Planned Unit Development shall mean that development which is covered by the Umbrella Declaration, both the original property described therein as well as any other parcels covered by Annexation Certificates thereto.

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

ARTICLE II.

USE

All platted Lots in the subdivision shall be used for single-family residential purposes only, except for Lots 26 and 27, Block 19; and Lots 49-52, Block 18 of The Dominion Phase 10B Planned Unit Development, which shall be deemed "Common Properties." One single-family dwelling per Lot shall be permitted, together with accessory structures incidental thereto, including, but not limited to, garage, utility storage, shade structures, swimming pools, spas, fountains, patios, walls, fences, trellises and other similar structures, provided such structures are not connected or attached to dwellings on adjacent Lots.

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, and uses directly incidental thereto.

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.

ARTICLE III.

TITLE TO COMMON PROPERTIES

The Declarant shall retain the legal title to any Common Properties situated within the subdivision until it is required to convey fee title to same to the Association pursuant to the terms of a Certificate of Annexation for Phase 10B which is duly recorded in the Real Property Records of Bexar County, Texas.

ARTICLE IV.

ARCHITECTURAL CONTROL

No "Improvements," as that term is defined herein or as defined in the Umbrella Declaration for The Dominion Planned Unit Development may be erected, placed, installed, modified or replaced on any Lot covered hereby

without first complying with the Architectural Control Committee requirements referred to herein or in the Umbrella Declaration, the applicable terms and provisions of such Umbrella Declaration being hereby incorporated herein by reference, including, but not limited to, the obtaining of prior approval of the Umbrella Committee for preliminary design submittals and for final design submittals (i.e., final plans and specifications) for such Improvements as set forth in Article V of the Umbrella Declaration. Every Owner shall be required to provide Declarant at One Forum, Suite 700; 8000 I.H. 10 West; San Antonio, Texas 78230-3898 (or such other address designated from time to time by Declarant by an instrument duly filed in the Real Property Records of Bexar County, Texas), with copies of preliminary design submittals and final design submittals at the same time that such items are submitted to the Umbrella Committee.

ARTICLE V.

SIZE OF DWELLING

The total air conditioned floor area of the main structure of any dwelling shall not be less than two thousand seven hundred fifty contiguous square feet (2,750 sq.ft.), if one-story, and three thousand three hundred contiguous square feet (3,300 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.

ARTICLE 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 Umbrella Committee.

ARTICLE VII.

MASONRY REQUIREMENTS

The exterior walls of the main residence building constructed on any Lot shall be at least seventy-five percent (75%) by area, composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all said walls, exclusive 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 Umbrella 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, further provided, that the resulting structure will not detract from the general appearance of the neighborhood.

ARTICLE VIII.

FENCES

All fences or walls in the subdivision shall be of the following compositions:

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 sole discretion of the Umbrella Committee is compatible with the style of the main dwelling and the surrounding dwellings and habitat. No wood fences will be permitted.

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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 Umbrella Committee approves of same in writing.

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

No fence, wall, or hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended. The same sight line limits shall apply on any Lot within ten feet (10') from the intersection of street property lines with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at a sufficient height to prevent obstruction of such sight lines.

No fence shall be higher than six feet (6') in height from finished grade and will not alter or obstruct drainage to adjacent properties.

ARTICLE IX.

DRIVEWAYS

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

ARTICLE 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 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. Notwithstanding any other provisions of this Declaration to the contrary, Declarant reserves the right to operate and maintain a sales trailer on any Common Properties situated within the subdivision until such time as all of the single-family Lots covered hereby have been marketed; and in addition, the Umbrella Committee may, in its sole discretion, further allow trailers or temporary structures to be used as construction offices during the construction of Improvements on any Lots covered hereby.

ARTICLE 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 Umbrella Committee may establish standardized sign criteria for Phase 10B which permits the displaying of one sign per Lot which is uniform in size, color and permitted location of the Lot, which sign can be used to specifically identify that a particular Lot is for sale or lease, provided, however, that said sign shall not contain the words "For Sale," "For Lease," "Available," or any other similar descriptive words. The Umbrella 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.

ARTICLE XII.

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 promptly replaced. 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 of such Lot. Any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. All Lots shall be kept at all times sanitary, healthful, attractive and in a safe condition, in the sole judgment of the Association, and the accumulation of garbage, trash or rubbish of any kind thereon shall not be permitted.

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

ARTICLE XIII.

UTILITY EASEMENTS

Easements for installation and maintenance of utilities, cable television and drainage facilities are reserved as shown on the recorded plat of Phase 10B 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 shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. Neither Declarant, the Association, nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements, except as may be required by state, county or municipal statutes, ordinances, rules or regulations or by the Association or by custom and practice of such utility company.

ARTICLE XIV.

OUTSIDE PARKING AND STORAGE OF VEHICLES, ETC.

No trailer, tent, boat, recreational vehicle or stripped down, wrecked, junked, or wholly inoperable vehicle, equipment or machinery of any sort shall be kept, parked, stored, or maintained on any portion of the Lot unless completely enclosed within the garage of the residence. No commercial vehicle bearing commercial insignia or

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names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot. The Board of Directors of the Association is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property both on Lots and the Common Properties as it may from time-to-time deem necessary to ensure the preservation and appearance of the subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Owners, provided, however, no such additional rules or regulation shall in any manner revoke or relax any of the restrictions of use set forth in this section.

ARTICLE XV.

NUISANCES

No noxious or offensive activity shall be carried on or upon a 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.

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 Umbrella Committee). Upon being given notice by the Association that any such lighting is objectionable, the Owner shall take all necessary steps to properly shield same in a manner that affords consideration to those Lot Owners disturbed thereby.

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

ARTICLE XVI.

GARBAGE AND REFUSE DISPOSAL; TRASH RECEPTACLE AREA

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 a screened receptacle area (constructed of the same materials as exterior walls of the Dwelling) with a solid gate, meeting the standards and criteria established by the Umbrella 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.

ARTICLE 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, it being understood that an "adult animal" for the purposes of these covenants shall be defined as 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 or 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 or adjacent properties.

ARTICLE 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.

ARTICLE XIX.

INDIVIDUAL
WATER AND SEWAGE SYSTEMS

So long as water service to the Lots covered hereby is available from the San Antonio Water System or its successors and assigns, and so long as sewer service to such Lots is available from Leon Springs Utility Company or its successors and assigns, 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.

ARTICLE XX.

RADIO OR TV ANTENNA
SOLAR PANELS

No radio or television aerial wires, towers, antennas, discs, satellite dishes, solar panels, 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 Umbrella Committee which shall have the authority to disapprove the installation of same, and in no event shall the same, or any portion thereof, be visible from the street or any other Lot.

ARTICLE XXI.

DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the recorded plat or plats comprising Phase 10B, 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 easement; 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 Umbrella 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 Umbrella Committee and/or Declarant, and such Umbrella 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.

ARTICLE XXII.

MAIL BOXES

Centralized mail boxes shall be provided as part of the Common Properties. No other mail boxes shall be erected or maintained within Phase 10B.

ARTICLE XXIII.

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. Basketball goals and backboards must have black poles and clear acrylic backboards. Tennis courts shall not be permitted without the express written permission of the Umbrella Committee; and, if approved, tennis court lighting and fencing shall also require the prior written approval of such Umbrella Committee.

ARTICLE XXIV.

GARAGES

A garage able to accommodate at least two (2) but not more than four (4) automobiles must be constructed and maintained for each residence. The entrance to the garage must not be readily visible from the street, and must be properly screened therefrom. Garage door openers shall be required for all garages. Interior walls of all garages must be finished (i.e., taped, bedded and painted as a minimum). No garage shall be permitted to be used or enclosed for living purposes, but must be maintained for storage of automobiles and other vehicles and related purposes.

ARTICLE XXV.

ROOFS

The surface of all roofs of principal and secondary structures shall be of slate, stone, concrete tile, clay tile or metal with standing seams. No composition roofs or wood shingles or shakes shall be permitted.

A sample of all roofing materials must be submitted to the Umbrella Committee for approval based on quality, color and compatibility with other structures in the subdivision prior to the installation thereof.

ARTICLE XXVI.

YARD LIGHTS

Each Owner shall 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 lamp shall be activated by a photo-electric type timer which turns the light on at sundown and off at sunrise, or a gas light. The maximum height and location of the lamp post shall be determined by the Umbrella Committee. No by-pass switch shall be installed for the yard light.

ARTICLE XXVII.

HOUSE NUMBERING

House numbers identifying the address of each house must be placed as close as possible to the front entry, with the same being readily visible from the street, and shall be illuminated so that the numbers can be easily read from the street at night. Size, color and material of the numbers must be compatible with the design and color of the house.

ARTICLE XXVIII.

WINDOW TREATMENT

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

ARTICLE XXIX.

BURGLAR AND FIRE ALARMS

Each residence constructed on a Lot shall be pre-wired for perimeter burglar and fire alarm systems covering all exterior doors, entries and windows and such type, number, and location of smoke detectors as stipulated by the ordinance and/or building codes of the City of San Antonio then in effect. The Umbrella Committee may establish, from time to time, minimum standards for such burglar alarm systems and smoke detectors and shall, at such time, make the same available to Owners and may disapprove any plans and specifications not conforming to this provision or such standards.

ARTICLE XXX.

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 forty feet (40') from any street fronting a Lot, or within twenty-five feet (25') of the rear boundary of a Lot, or within ten feet (10') to each of the side boundaries of such Lot. The setback line requirements herein specified may be waived by the Umbrella 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 Umbrella 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 ten feet (10') 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 or a fence be permitted closer than five feet (5') from a property line. Any Owner of one or more

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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 and replat or in this Declaration.

ARTICLE XXXI.

HEIGHT LIMITATIONS

The maximum height of any dwelling in Phase 10B shall be at the sole discretion of the Umbrella Committee, it being such Umbrella Committee's intention to leave views unobstructed as much as practicable.

ARTICLE XXXII.

IRRIGATION

All single family residential Lots must be irrigated by sprinkler systems approved by the Umbrella Committee and in accordance with the irrigation plan approved by the Umbrella Committee. In all such systems, a pressure type vacuum breaker or a double check valve backflow preventer as approved by the City of San Antonio must be installed to prevent contamination of the domestic water supply for the subdivision. All sprinkler systems must be designed and installed in accordance with all applicable ordinances or government regulations.

ARTICLE XXXIII.

GUTTERING

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

ARTICLE XXXIV.

TREE PROTECTION

Trees on any individual Lot will potentially be enjoyed by and benefit all residents in the subdivision, and consequently it is the intent of the Declarant and the Association 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 or adopted from time to time by the Umbrella Committee.

ARTICLE XXXV.

LANDSCAPING

Any landscaping required by the plans and specifications approved by the Umbrella 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 Umbrella Committee. In view of the major emphasis placed by Declarant and the Umbrella Committee on landscaping, such Umbrella Committee expressly reserves the right to require the landscape plan to include the planting of trees by Owner if in the opinion of such Umbrella 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 Umbrella Committee.

Any Owner of a Lot abutting Dominion Drive which is subject to a platted "landscape easement" thereupon acknowledges and agrees that the Umbrella Committee and/or the Association shall have the right to require and/or

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impose certain landscaping criteria within such landscape easements so long as they are consistent with the requirements and impositions covering other landscape easements similarly situated along Dominion Drive.

ARTICLE XXXVI.

FIREARMS, PROJECTILES, WEAPONS AND FIREWORKS

The discharge of any firearm, including, but not limited to, BB guns and pellet guns, and the discharge of any fireworks within the subdivision or adjacent lands owned in whole or in part by Declarant or located within The Dominion Planned Unit Development, is strictly prohibited and each Owner shall ensure that his guests and family members do not violate such prohibition. Additionally, there is prohibited the use of any bow and arrow, slingshot, or other launching or catapulting device.

ARTICLE XXXVII.

SUBDIVISION OR COMBINATION OF LOTS

No further subdivision of platted Lots in The New Estates shall be permitted. An Owner may, however, combine or integrate two adjoining Lots into one dwelling and landscaped area or three (3) adjoining Lots into two (2) dwellings and landscaped areas at the time any of said Lots are first improved, it being understood that no Lot can remain vacant and unimproved.

ARTICLE XXXVIII.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this Instrument shall be deemed to be of a continuing and continual basis. Each and every day in which an Owner allows a condition to exist on his or her property which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action of such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to the Lot, hereby waives the affirmative defenses of the Statute of Limitations, Waiver, and Laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of the Declarant, the Association, the Umbrella Committee, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XXXIX.

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 the subdivision 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 the Owners of legal title to seventy percent (70%) 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.

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ARTICLE XL

COVENANT ENFORCEMENT

Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Neither the Declarant nor the Dominion Homeowners Association shall ever be under any obligation to enforce the terms of this Declaration, and any failure to so enforce shall never give rise to any liability whatsoever on the part of Declarant, Declarant's successors or assigns, the Association, or the Board of Directors of the Association. By the acceptance of a deed to any portion of the above-described property, each Owner agrees to submit to binding arbitration to resolve such covenant violation. Such arbitration shall be in compliance with the rules and procedures of the American Arbitration Association. The arbitrator's decision shall be final, and shall be subject to judicial review only upon the demonstration of prejudicial bias or prejudice on the part of the arbitrator. In the event an Owner fails or refuses to participate in the arbitration, is involved in other litigation with the Association or Declarant, or in the event that immediate action is deemed by the Declarant or the Board of Directors of the Association to be required to promote the purposes of this Declaration and further to stop immediate and irreversible harm, the Declarant or the Association may proceed directly to court and may institute litigation and seek whatever remedies, whether legal or equitable, to which it may show itself to be entitled.

ARTICLE XLI.

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.

ARTICLE XLII.

NONJUDICIAL FORECLOSURE

To secure the payment of maintenance assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, upon acceptance of his or her deed to a Lot governed by this Declaration conveys the Lot to the Trustee hereinafter named, in trust for so long as these covenants, conditions, restrictions and easements shall be or remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of maintenance assessments when due, or if an Owner fails to perform any of the obligations under or maintain any condition required by this Declaration, the Association may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner on demand for any sums so advanced, including attorneys' fees, plus interest on those sums from the dates of payment at the highest legal rate. The sum to be reimbursed shall be secured by this Special Deed of Trust.

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

1. Request the Trustee appointed herein, or his successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
2. Purchase the Lot at any foreclosure sale by offering the highest bid and then have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the Association.

If requested by the Association to foreclose this lien, Trustee shall:

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- (a) Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
- (b) Sell and convey all or part of the Lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and
- (c) From the proceeds of the sale, pay, in this order:
 - (i) expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - (ii) to the Association or Associations, the full amount advanced, attorneys' fees, and other charges due and unpaid;
 - (iii) any amounts required by law to be paid before payment to the Owner; and
 - (iv) to the Owner, any remaining balance.

3. Christopher J. Weber, Attorney at Law, is appointed Trustee for the purpose of enforcing the covenants, conditions and restrictions imposed by this Declaration, and also for the collection of maintenance assessments. Association, as Beneficiary, may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.

4. Nonjudicial foreclosure of any portion of the Property may be accomplished in accordance with Chapter 51, Sections 51.002, et seq., of the Texas Property Code, as amended.

5. Any liens created by this Article XLII shall be superior to all other liens and charges against any Lot covered hereby 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 Lot in question.

ARTICLE XLIII.

ASSESSMENTS BY AWARD OR JUDICIAL DECREE

In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the Decree shall also constitute an assessment, which shall likewise "run with the land." Failure to pay assessments imposed under this Section shall constitute an event which may give rise to the remedies provided in Article XLII herein.

ARTICLE 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 or her mortgagee.

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ARTICLE XLV.

AMENDMENT

At any time the Owners of the legal title to seventy percent (70%) of the Lots within the subdivision (Phase 10B) 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, 2005, no such amendment shall be valid or effective without the written joinder of Declarant and the Association, unless Declarant and the Association specifically waive this requirement by a written recorded instrument.

ARTICLE XLVI.

NOTICE BY ASSOCIATION

Whenever written notice by the Association to an Owner is permitted or required hereunder, such shall be given by the mailing of such to the Owner at the address of such Owner appearing on the records of the Association, unless such Owner has given written notice to the Association of a different address, in which event such notice shall be sent to the Owner at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

ARTICLE 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 hereof.

ARTICLE 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.

ARTICLE 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.

ARTICLE 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.

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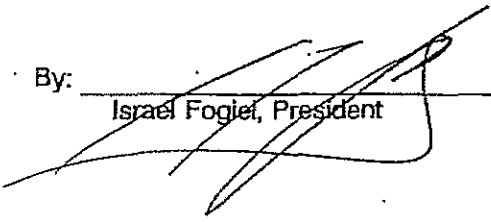
EXECUTED this 9th day of November 1993.

DECLARANT

THE NEW DOMINION, LTD.,
a Texas limited partnership


BY its General Partner:

GREAT AMERICA COMPANIES, INC.,
a Texas corporation

By: 
Israel Fogiel, President

APPROVED BY:

DOMINION HOMEOWNERS ASSOCIATION


By: 
Name: Susan Wright Price
Title: President

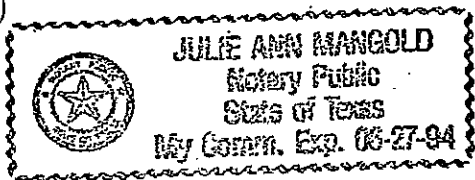
(Acknowledgment)

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 9th day of November, 1993, by ISRAEL FOGIEL, President of GREAT AMERICA COMPANIES, INC., general partner of THE NEW DOMINION, LTD., a Texas limited partnership, on behalf of said limited partnership.

[NOTARY'S SEAL]


Notary Public, State of Texas



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(Acknowledgment)

STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

This instrument was acknowledged before me on the 11 day of November, 1993, by Susan Wright, President of DOMINION HOMEOWNERS ASSOCIATION, a nonprofit corporation, on behalf of said corporation.

[NOTARY'S SEAL]

Laura A. Flores
Notary Public, State of Texas



AFTER RECORDING, RETURN TO:

Mr. Israel Fogiel
Great America Companies, Inc.
One Forum, Suite 700
8000 I.H. 10 West
San Antonio, Texas 78230-3898

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EXHIBIT A



9310 BROADWAY, SAN ANTONIO, TEXAS 78217
512/824-9494 FACSIMILE 512/824-3491

FIELD NOTES
FOR

A 51.00 acre tract being out of a 1,011.153 acre tract of land as recorded in Volume 2400, Pages 1811-1819 of the Deed Records of Bexar County, Texas (which is a 1,081.35 acre tract, save and except a 69.197 acre tract and a 1.00 acre tract, leaving a net acreage of 1,011.153 acres) and furthermore the tract herein described being out of the Ludovic Colquhoun Survey No. 24, Abstract No. 133, County Block 4034 and the John H. Gibson Survey No. 5, Abstract No. 301, County Block 4756, Bexar County, Texas, being more particularly described as follows:

BEGINNING: At a set 1/2" iron rod in the northeast line of Dominion Drive (a 48-foot right-of-way), as recorded in The Dominion Phase I Planned Unit Development, Lot 1, Block 10, Volume 9503, Pages 24-44 of the Deed and Plat Records of Bexar County, Texas, said point being the southernmost corner of Lot 7, Block 7, as recorded in The Dominion Phase 1, Planned Unit Development, Volume 9505, Page 198, of the Deed and Plat Records of Bexar County, Texas for the westernmost corner of the herein described tract;

THENCE: Departing the northeast line of the aforementioned Dominion Drive and following the east boundary of The Dominion Phase 1 and the west line of the herein described 51.00 acre tract the following courses:

N 44°00'32" E, a distance of 141.66 feet to a set 1/2" iron rod;
N 51°05'08" E, a distance of 278.71 feet to a set 1/2" iron rod;
N 48°18'55" E, a distance of 5.62 feet to a set 1/2" iron rod, said point being the northwest corner of the tract herein described;

THENCE: S 87°28'13" E, departing the east boundary of The Dominion Phase 1 along the north boundary of this 51.00 acre tract, a distance of 1,204.94 feet to a found 1/2" iron rod, said point being the northeast corner of the tract herein described;

THENCE: Departing the north boundary and along the east boundary of this 51.00 acre tract the following courses:

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- S 02°39'58" W, a distance of 1,634.57 feet to a found U.S. Government Monument;
- S 00°27'16" W, a distance of 406.98 feet to a found 1/2" iron rod, said point being the southeast corner of the herein described tract;
- THENCE: N 89°24'59" W, departing the east boundary and along the south boundary of this 51.00 acre tract, a distance of 1,040.05 feet to a found 1/2" iron rod for an angle point;
- THENCE: N 32°58'05" W, a distance of 199.54 feet to a set 1/2" iron rod at the P.C. of a curve to the left having a radial bearing of N 32°58'05" W, a radius of 662.71 feet, and a central angle of 55°19'14", said P.C. also being described as a point along the northeast line of Dominion Drive, Lot 1, Block 10, in The Dominion Phase 1, Planned Unit Development, as recorded in Volume 9503, Pages 24-44 of the Deed and Plat Records of Bexar County, Texas;
- THENCE: With said curve to the left along the northeast line of Dominion Drive, a distance of 639.87 feet to a set 1/2" iron rod at the P.C.C. of a curve to the left having a radius of 883.21 feet, and a central angle of 22°24'12";
- THENCE: With said curve to the left, a distance of 345.35 feet to a set 1/2" iron rod at the P.T. of said curve;
- THENCE: N 20°41'31" W, a distance of 245.73 feet to a set 1/2" iron rod at the P.C. of a curve to the left having a radius of 1,024.00 feet, and a central angle of 38°39'51";
- THENCE: With said curve to the left, a distance of 691.01 feet to a set 1/2" iron rod at the P.T. of said curve to the left;
- THENCE: N 59°21'22" W, a distance of 20.66 feet to the POINT OF BEGINNING and containing 51.00 acres (2,221,435 square feet) of land, more or less, in Bexar County, Texas.

PREPARED BY: PAPE-DAWSON CONSULTING ENGINEERS, INC.
JOB NO.: 9009.91.02
DATE: June 10, 1991
DOC. ID.: 0610-01.DG

THE NEW ESTATES

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3/1/01

4/3/09

DECLARATION OF PROTECTIVE COVENANTS
FOR
THE NEW ESTATES
THE DOMINION PLANNED UNIT DEVELOPMENT
(PHASE 10B)

93- 2559882

STATE OF TEXAS
COUNTY OF BEXAR

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE NEW DOMINION, LTD. ("Declarant"), being the owner of all of the property situated within that certain subdivision known as The New Estates, which is all or a part of Phase 10B of The Dominion Planned Unit Development, such property being more particularly described by field notes on Exhibit A attached hereto and incorporated herein by reference and to be hereinafter further described by a plat or plats to be duly recorded in the Deed and Plat Records of Bexar County, Texas (hereinafter called "the subdivision," "Phase 10B," or "The New Estates"), 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 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):

ARTICLE I.

DEFINITIONS

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

1. Association shall mean The Dominion Homeowners Association, the nonprofit corporation which is referred to in the Umbrella Declaration, and its successors and assigns.
2. Common Properties shall mean the properties situated in The New Estates to be owned and maintained by the Association for the common use and enjoyment of its members, as well as those private streets, greenbelts, parkways, medians, islands, gates and other facilities now or hereafter situated anywhere within The Dominion Planned Unit Development which are owned by the Association.
3. Declarant shall mean The New Dominion, Ltd. and any other party to whom it assigns in writing any of its rights hereunder.
4. Improvements shall mean and include all buildings, outbuildings, patios, balconies, decks, fences, walls, hedges, landscaping; antennas, towers, poles, ponds, lakes, swimming pools, driveways, parking areas, utilities, signs and other structures, apparatus, improvements, recreational facilities, plantings, or equipment of a permanent or semi-permanent character.
5. Dwelling shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.

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6. Lot shall mean any Lot, plot, parcel or tract of land shown on the recorded subdivision plat of the subdivision with the exception of the Common Properties, or with the exception of Lots not for single family dwelling use as depicted on the subdivision plat.

7. Owner shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot situated in Phase 10B, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

9. The Dominion Planned Unit Development shall mean that development which is covered by the Umbrella Declaration, both the original property described therein as well as any other parcels covered by Annexation Certificates thereto.

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

ARTICLE II.

USE

All platted Lots in the subdivision shall be used for single-family residential purposes only, except for Lots 26 and 27, Block 19; and Lots 49-52, Block 18 of The Dominion Phase 10B Planned Unit Development, which shall be deemed "Common Properties." One single-family dwelling per Lot shall be permitted, together with accessory structures incidental thereto, including, but not limited to, garage, utility storage, shade structures, swimming pools, spas, fountains, patios, walls, fences, trellises and other similar structures, provided such structures are not connected or attached to dwellings on adjacent Lots.

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, and uses directly incidental thereto.

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.

ARTICLE III.

TITLE TO COMMON PROPERTIES

The Declarant shall retain the legal title to any Common Properties situated within the subdivision until it is required to convey fee title to same to the Association pursuant to the terms of a Certificate of Annexation for Phase 10B which is duly recorded in the Real Property Records of Bexar County, Texas.

ARTICLE IV.

ARCHITECTURAL CONTROL

No "Improvements," as that term is defined herein or as defined in the Umbrella Declaration for The Dominion Planned Unit Development may be erected, placed, installed, modified or replaced on any Lot covered hereby

without first complying with the Architectural Control Committee requirements referred to herein or in the Umbrella Declaration, the applicable terms and provisions of such Umbrella Declaration being hereby incorporated herein by reference, including, but not limited to, the obtaining of prior approval of the Umbrella Committee for preliminary design submittals and for final design submittals (i.e., final plans and specifications) for such Improvements as set forth in Article V of the Umbrella Declaration. Every Owner shall be required to provide Declarant at One Forum, Suite 700; 8000 I.H. 10 West; San Antonio, Texas 78230-3898 (or such other address designated from time to time by Declarant by an instrument duly filed in the Real Property Records of Bexar County, Texas), with copies of preliminary design submittals and final design submittals at the same time that such items are submitted to the Umbrella Committee.

ARTICLE V.

SIZE OF DWELLING

The total air conditioned floor area of the main structure of any dwelling shall not be less than two thousand seven hundred fifty contiguous square feet (2,750 sq.ft.), if one-story, and three thousand three hundred contiguous square feet (3,300 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.

ARTICLE 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 Umbrella Committee.

ARTICLE VII.

MASONRY REQUIREMENTS

The exterior walls of the main residence building constructed on any Lot shall be at least seventy-five percent (75%) by area, composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all said walls, exclusive 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 Umbrella 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, further provided, that the resulting structure will not detract from the general appearance of the neighborhood.

ARTICLE VIII.

FENCES

All fences or walls in the subdivision shall be of the following compositions:

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 sole discretion of the Umbrella Committee is compatible with the style of the main dwelling and the surrounding dwellings and habitat. No wood fences will be permitted.

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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 Umbrella Committee approves of same in writing.

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

No fence, wall, or hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended. The same sight line limits shall apply on any Lot within ten feet (10') from the intersection of street property lines with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at a sufficient height to prevent obstruction of such sight lines.

No fence shall be higher than six feet (6') in height from finished grade and will not alter or obstruct drainage to adjacent properties.

ARTICLE IX.

DRIVEWAYS

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

ARTICLE 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 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. Notwithstanding any other provisions of this Declaration to the contrary, Declarant reserves the right to operate and maintain a sales trailer on any Common Properties situated within the subdivision until such time as all of the single-family Lots covered hereby have been marketed; and in addition, the Umbrella Committee may, in its sole discretion, further allow trailers or temporary structures to be used as construction offices during the construction of Improvements on any Lots covered hereby.

ARTICLE 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 Umbrella Committee may establish standardized sign criteria for Phase 10B which permits the displaying of one sign per Lot which is uniform in size, color and permitted location of the Lot, which sign can be used to specifically identify that a particular Lot is for sale or lease, provided, however, that said sign shall not contain the words "For Sale," "For Lease," "Available," or any other similar descriptive words. The Umbrella 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

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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.

ARTICLE XII.

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 promptly replaced. 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 of such Lot. Any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. All Lots shall be kept at all times sanitary, healthful, attractive and in a safe condition, in the sole judgment of the Association, and the accumulation of garbage, trash or rubbish of any kind thereon shall not be permitted.

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

ARTICLE XIII.

UTILITY EASEMENTS

Easements for installation and maintenance of utilities, cable television and drainage facilities are reserved as shown on the recorded plat of Phase 10B 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 shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. Neither Declarant, the Association, nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements, except as may be required by state, county or municipal statutes, ordinances, rules or regulations or by the Association or by custom and practice of such utility company.

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ARTICLE XIV.

OUTSIDE PARKING AND STORAGE OF VEHICLES, ETC.

No trailer, tent, boat, recreational vehicle or stripped down, wrecked, junked, or wholly inoperable vehicle, equipment or machinery of any sort shall be kept, parked, stored, or maintained on any portion of the Lot unless completely enclosed within the garage of the residence. No commercial vehicle bearing commercial insignia or

names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot. The Board of Directors of the Association is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property both on Lots and the Common Properties as it may from time-to-time deem necessary to ensure the preservation and appearance of the subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Owners, provided, however, no such additional rules or regulation shall in any manner revoke or relax any of the restrictions of use set forth in this section.

ARTICLE XV.

NUISANCES

No noxious or offensive activity shall be carried on or upon a 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.

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 Umbrella Committee). Upon being given notice by the Association that any such lighting is objectionable, the Owner shall take all necessary steps to properly shield same in a manner that affords consideration to those Lot Owners disturbed thereby.

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

ARTICLE XVI.

GARBAGE AND REFUSE DISPOSAL:
TRASH RECEPTACLE AREA

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 a screened receptacle area (constructed of the same materials as exterior walls of the Dwelling) with a solid gate, meeting the standards and criteria established by the Umbrella 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.

ARTICLE 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, it being understood that an "adult animal" for the purposes of these covenants shall be defined as 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 or 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 or adjacent properties.

ARTICLE 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.

ARTICLE XIX.

INDIVIDUAL
WATER AND SEWAGE SYSTEMS

So long as water service to the Lots covered hereby is available from the San Antonio Water System or its successors and assigns, and so long as sewer service to such Lots is available from Leon Springs Utility Company or its successors and assigns, 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.

ARTICLE XX.

RADIO OR TV ANTENNA
SOLAR PANELS

No radio or television aerial wires, towers, antennas, discs, satellite dishes, solar panels, 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 Umbrella Committee which shall have the authority to disapprove the installation of same, and in no event shall the same, or any portion thereof, be visible from the street or any other Lot.

ARTICLE XXI.

DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the recorded plat or plats comprising Phase 10B, 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 easement; 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 Umbrella 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

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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 Umbrella Committee and/or Declarant, and such Umbrella 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.

ARTICLE XXII.

MAIL BOXES

Centralized mail boxes shall be provided as part of the Common Properties. No other mail boxes shall be erected or maintained within Phase 10B.

ARTICLE XXIII.

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. Basketball goals and backboards must have black poles and clear acrylic backboards. Tennis courts shall not be permitted without the express written permission of the Umbrella Committee; and, if approved, tennis court lighting and fencing shall also require the prior written approval of such Umbrella Committee.

ARTICLE XXIV.

GARAGES

A garage able to accommodate at least two (2) but not more than four (4) automobiles must be constructed and maintained for each residence. The entrance to the garage must not be readily visible from the street, and must be properly screened therefrom. Garage door openers shall be required for all garages. Interior walls of all garages must be finished (i.e., taped, bedded and painted as a minimum). No garage shall be permitted to be used or enclosed for living purposes, but must be maintained for storage of automobiles and other vehicles and related purposes.

ARTICLE XXV.

ROOFS

The surface of all roofs of principal and secondary structures shall be of slate, stone, concrete tile, clay tile or metal with standing seams. No composition roofs or wood shingles or shakes shall be permitted.

A sample of all roofing materials must be submitted to the Umbrella Committee for approval based on quality, color and compatibility with other structures in the subdivision prior to the installation thereof.

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ARTICLE XXVI.

YARD LIGHTS

Each Owner shall 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 lamp shall be activated by a photo-electric type timer which turns the light on at sundown and off at sunrise, or a gas light. The maximum height and location of the lamp post shall be determined by the Umbrella Committee. No by-pass switch shall be installed for the yard light.

ARTICLE XXVII.

HOUSE NUMBERING

House numbers identifying the address of each house must be placed as close as possible to the front entry, with the same being readily visible from the street, and shall be illuminated so that the numbers can be easily read from the street at night. Size, color and material of the numbers must be compatible with the design and color of the house.

ARTICLE XXVIII.

WINDOW TREATMENT

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

ARTICLE XXIX.

BURGLAR AND FIRE ALARMS

Each residence constructed on a Lot shall be pre-wired for perimeter burglar and fire alarm systems covering all exterior doors, entries and windows and such type, number, and location of smoke detectors as stipulated by the ordinance and/or building codes of the City of San Antonio then in effect. The Umbrella Committee may establish, from time to time, minimum standards for such burglar alarm systems and smoke detectors and shall, at such time, make the same available to Owners and may disapprove any plans and specifications not conforming to this provision or such standards.

ARTICLE XXX.

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 forty feet (40') from any street fronting a Lot, or within twenty-five feet (25') of the rear boundary of a Lot, or within ten feet (10') to each of the side boundaries of such Lot. The setback line requirements herein specified may be waived by the Umbrella 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 Umbrella 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 ten feet (10') 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 or a fence be permitted closer than five feet (5') from a property line. Any Owner of one or more

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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 and replat or in this Declaration.

ARTICLE XXXI.

HEIGHT LIMITATIONS

The maximum height of any dwelling in Phase 10B shall be at the sole discretion of the Umbrella Committee, it being such Umbrella Committee's intention to leave views unobstructed as much as practicable.

ARTICLE XXXII.

IRRIGATION

All single family residential Lots must be irrigated by sprinkler systems approved by the Umbrella Committee and in accordance with the irrigation plan approved by the Umbrella Committee. In all such systems, a pressure type vacuum breaker or a double check valve backflow preventer as approved by the City of San Antonio must be installed to prevent contamination of the domestic water supply for the subdivision. All sprinkler systems must be designed and installed in accordance with all applicable ordinances or government regulations.

ARTICLE XXXIII.

GUTTERING

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

ARTICLE XXXIV.

TREE PROTECTION

Trees on any individual Lot will potentially be enjoyed by and benefit all residents in the subdivision, and consequently it is the intent of the Declarant and the Association 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 or adopted from time to time by the Umbrella Committee.

ARTICLE XXXV.

LANDSCAPING

Any landscaping required by the plans and specifications approved by the Umbrella 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 Umbrella Committee. In view of the major emphasis placed by Declarant and the Umbrella Committee on landscaping, such Umbrella Committee expressly reserves the right to require the landscape plan to include the planting of trees by Owner if in the opinion of such Umbrella 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 Umbrella Committee.

Any Owner of a Lot abutting Dominion Drive which is subject to a platted "landscape easement" thereupon acknowledges and agrees that the Umbrella Committee and/or the Association shall have the right to require and/or

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impose certain landscaping criteria within such landscape easements so long as they are consistent with the requirements and impositions covering other landscape easements similarly situated along Dominion Drive.

ARTICLE XXXVI.

FIREARMS, PROJECTILES, WEAPONS AND FIREWORKS

The discharge of any firearm, including, but not limited to, BB guns and pellet guns, and the discharge of any fireworks within the subdivision or adjacent lands owned in whole or in part by Declarant or located within The Dominion Planned Unit Development, is strictly prohibited and each Owner shall ensure that his guests and family members do not violate such prohibition. Additionally, there is prohibited the use of any bow and arrow, slingshot, or other launching or catapulting device.

ARTICLE XXXVII.

SUBDIVISION OR COMBINATION OF LOTS

No further subdivision of platted Lots in The New Estates shall be permitted. An Owner may, however, combine or integrate two adjoining Lots into one dwelling and landscaped area or three (3) adjoining Lots into two (2) dwellings and landscaped areas at the time any of said Lots are first improved, it being understood that no Lot can remain vacant and unimproved.

ARTICLE XXXVIII.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this instrument shall be deemed to be of a continuing and continual basis. Each and every day in which an Owner allows a condition to exist on his or her property which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action of such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to the Lot, hereby waives the affirmative defenses of the Statute of Limitations, Waiver, and Laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of the Declarant, the Association, the Umbrella Committee, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XXXIX.

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 the subdivision 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 the Owners of legal title to seventy percent (70%) 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.

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ARTICLE XL

COVENANT ENFORCEMENT

Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Neither the Declarant nor the Dominion Homeowners Association shall ever be under any obligation to enforce the terms of this Declaration, and any failure to so enforce shall never give rise to any liability whatsoever on the part of Declarant, Declarant's successors or assigns, the Association, or the Board of Directors of the Association. By the acceptance of a deed to any portion of the above-described property, each Owner agrees to submit to binding arbitration to resolve such covenant violation. Such arbitration shall be in compliance with the rules and procedures of the American Arbitration Association. The arbitrator's decision shall be final, and shall be subject to judicial review only upon the demonstration of prejudicial bias or prejudice on the part of the arbitrator. In the event an Owner fails or refuses to participate in the arbitration, is involved in other litigation with the Association or Declarant, or in the event that immediate action is deemed by the Declarant or the Board of Directors of the Association to be required to promote the purposes of this Declaration and further to stop immediate and irreversible harm, the Declarant or the Association may proceed directly to court and may institute litigation and seek whatever remedies, whether legal or equitable, to which it may show itself to be entitled.

ARTICLE XLI

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.

ARTICLE XLII

NONJUDICIAL FORECLOSURE

To secure the payment of maintenance assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, upon acceptance of his or her deed to a Lot governed by this Declaration conveys the Lot to the Trustee hereinafter named, in trust for so long as these covenants, conditions, restrictions and easements shall be or remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of maintenance assessments when due, or if an Owner fails to perform any of the obligations under or maintain any condition required by this Declaration, the Association may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner on demand for any sums so advanced, including attorneys' fees, plus interest on those sums from the dates of payment at the highest legal rate. The sum to be reimbursed shall be secured by this Special Deed of Trust.

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

1. Request the Trustee appointed herein, or his successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
2. Purchase the Lot at any foreclosure sale by offering the highest bid and then have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the Association.

If requested by the Association to foreclose this lien, Trustee shall:

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(a) Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;

(b) Sell and convey all or part of the Lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and

(c) From the proceeds of the sale, pay, in this order:

(i) expenses of foreclosure, including a commission to Trustee of 5% of the bid;

(ii) to the Association or Associations, the full amount advanced, attorneys' fees, and other charges due and unpaid;

(iii) any amounts required by law to be paid before payment to the Owner; and

(iv) to the Owner, any remaining balance.

3. Christopher J. Weber, Attorney at Law, is appointed Trustee for the purpose of enforcing the covenants, conditions and restrictions imposed by this Declaration, and also for the collection of maintenance assessments. Association, as Beneficiary, may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.

4. Nonjudicial foreclosure of any portion of the Property may be accomplished in accordance with Chapter 51, Sections 51.002, et seq., of the Texas Property Code, as amended.

5. Any liens created by this Article XLII shall be superior to all other liens and charges against any Lot covered hereby 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 Lot in question.

ARTICLE XLIII.

ASSESSMENTS BY AWARD OR JUDICIAL DECREE

In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the Decree shall also constitute an assessment, which shall likewise "run with the land." Failure to pay assessments imposed under this Section shall constitute an event which may give rise to the remedies provided in Article XLII herein.

ARTICLE 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 or her mortgagee.

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ARTICLE XLV.

AMENDMENT

At any time the Owners of the legal title to seventy percent (70%) of the Lots within the subdivision (Phase 10B) 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, 2005, no such amendment shall be valid or effective without the written joinder of Declarant and the Association, unless Declarant and the Association specifically waive this requirement by a written recorded instrument.

ARTICLE XLVI.

NOTICE BY ASSOCIATION

Whenever written notice by the Association to an Owner is permitted or required hereunder, such shall be given by the mailing of such to the Owner at the address of such Owner appearing on the records of the Association, unless such Owner has given written notice to the Association of a different address, in which event such notice shall be sent to the Owner at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

ARTICLE 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 hereof.

ARTICLE 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.

ARTICLE 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.

ARTICLE 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.

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EXECUTED this 9th day of November 1993.

DECLARANT

THE NEW DOMINION, LTD.,
a Texas limited partnership

BY its General Partner:

GREAT AMERICA COMPANIES, INC.,
a Texas corporation

By: [Signature]
Israel Fogiel, President

APPROVED BY:

DOMINION HOMEOWNERS ASSOCIATION

By: Susan Wright Pace
Name: Susan Wright
Title: President

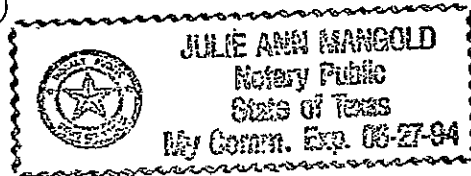
(Acknowledgment)

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 9th day of November, 1993, by ISRAEL FOGIEL, President of GREAT AMERICA COMPANIES, INC., general partner of THE NEW DOMINION, LTD., a Texas limited partnership, on behalf of said limited partnership.

[NOTARY'S SEAL]

Julie Ann Mangold
Notary Public, State of Texas



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(Acknowledgment)

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 11 day of November, 1993, by Susan Wright, President of DOMINION HOMEOWNERS ASSOCIATION, a nonprofit corporation, on behalf of said corporation.

[NOTARY'S SEAL]

Laura A. Flores
Notary Public, State of Texas



AFTER RECORDING, RETURN TO:

Mr. Israel Fogiel
Great America Companies, Inc.
One Forum, Suite 700
8000 I.H. 10 West
San Antonio, Texas 78230-3898

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EXHIBIT A



9310 BROADWAY, SAN ANTONIO, TEXAS 78217
512/824-9494 FACSIMILE 512/824-3491

FIELD NOTES
FOR

A 51.00 acre tract being out of a 1,011.153 acre tract of land as recorded in Volume 2400, Pages 1811-1819 of the Deed Records of Bexar County, Texas (which is a 1,081.35 acre tract, save and except a 69.197 acre tract and a 1.00 acre tract, leaving a net acreage of 1,011.153 acres) and furthermore the tract herein described being out of the Ludovic Colquhoun Survey No. 24, Abstract No. 133, County Block 4034 and the John H. Gibson Survey No. 5, Abstract No. 301, County Block 4756, Bexar County, Texas, being more particularly described as follows:

BEGINNING: At a set 1/2" iron rod in the northeast line of Dominion Drive (a 48-foot right-of-way), as recorded in The Dominion Phase I Planned Unit Development, Lot 1, Block 10, Volume 9503, Pages 24-44 of the Deed and Plat Records of Bexar County, Texas, said point being the southernmost corner of Lot 7, Block 7, as recorded in The Dominion Phase 1, Planned Unit Development, Volume 9505, Page 198, of the Deed and Plat Records of Bexar County, Texas for the westernmost corner of the herein described tract;

THENCE: Departing the northeast line of the aforementioned Dominion Drive and following the east boundary of The Dominion Phase 1 and the west line of the herein described 51.00 acre tract the following courses:

- N 44°00'32" E, a distance of 141.66 feet to a set 1/2" iron rod;
- N 51°05'08" E, a distance of 278.71 feet to a set 1/2" iron rod;
- N 48°18'55" E, a distance of 5.62 feet to a set 1/2" iron rod, said point being the northwest corner of the tract herein described;

THENCE: S 87°28'13" E, departing the east boundary of The Dominion Phase 1 along the north boundary of this 51.00 acre tract, a distance of 1,204.94 feet to a found 1/2" iron rod, said point being the northeast corner of the tract herein described;

THENCE: Departing the north boundary and along the east boundary of this 51.00 acre tract the following courses:

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- S 02°39'58" W, a distance of 1,634.57 feet to a found U.S. Government Monument;
- S 00°27'16" W, a distance of 406.98 feet to a found 1/2" iron rod, said point being the southeast corner of the herein described tract;
- THENCE: N 89°24'59" W, departing the east boundary and along the south boundary of this 51.00 acre tract, a distance of 1,040.05 feet to a found 1/2" iron rod for an angle point;
- THENCE: N 32°58'05" W, a distance of 199.54 feet to a set 1/2" iron rod at the P.C. of a curve to the left having a radial bearing of N 32°58'05" W, a radius of 662.71 feet, and a central angle of 55°19'14, said P.C. also being described as a point along the northeast line of Dominion Drive, Lot 1, Block 10, in The Dominion Phase 1, Planned Unit Development, as recorded in Volume 9503, Pages 24-44 of the Deed and Plat Records of Bexar County, Texas;
- THENCE: With said curve to the left along the northeast line of Dominion Drive, a distance of 639.87 feet to a set 1/2" iron rod at the P.C.C. of a curve to the left having a radius of 883.21 feet, and a central angle of 22°24'12";
- THENCE: With said curve to the left, a distance of 345.35 feet to a set 1/2" iron rod at the P.T. of said curve;
- THENCE: N 20°41'31" W, a distance of 245.73 feet to a set 1/2" iron rod at the P.C. of a curve to the left having a radius of 1,024.00 feet, and a central angle of 38°39'51";
- THENCE: With said curve to the left, a distance of 691.01 feet to a set 1/2" iron rod at the P.T. of said curve to the left;
- THENCE: N 59°21'22" W, a distance of 20.66 feet to the POINT OF BEGINNING and containing 51.00 acres (2,221,435 square feet) of land, more or less, in Bexar County, Texas.

PREPARED BY: PAPE-DAWSON CONSULTING ENGINEERS, INC.
JOB NO.: 9009.91.02
DATE: June 10, 1991
DOC. ID.: 0610-01.DG