

RECORDED BY:
TICOR TITLE AGENCY

GF NO. MISC

145-00 153⁰⁰

96- 0190535

**DECLARATION OF PROTECTIVE COVENANTS
FOR
THE PAVILIONS AT THE DOMINION
THE DOMINION PUD
(PHASE 7A)**

VOL 6962 PG 1426

**DECLARATION OF PROTECTIVE COVENANTS
FOR
THE PAVILIONS AT THE DOMINION
THE DOMINION PUD (PHASE 7A)**

TABLE OF CONTENTS

SITE PLAN - The Pavilions at The Dominion - EXHIBIT "A"

Article I.	Definitions	1
Article II.	Use	3
Article III.	Title to Common Properties	4
Article IV.	Estate Lots	4
Article V.	Architectural Control	4
Article VI.	Privacy	8
Article VII.	Architectural Style	8
Article VIII.	Size of Dwelling	8
Article IX.	Required Setbacks	8
Article X.	Street Addresses	13
Article XI.	Subdivision or Combination of Lots.....	13
Article XII.	Easements	13
Article XIII.	Height Limitations	15
Article XIV.	Building Codes	16
Article XV.	Temporary Structures	16
Article XVI.	Garages	16
Article XVII.	Trash Receptacle Areas	17
Article XVIII.	Driveways	17
Article XIX.	Outdoor Paving	18
Article XX.	Fences & Walls	18
Article XXI.	Gates	20
Article XXII.	Visual Access	21
Article XXIII.	Colors Selection	21
Article XXIV.	Exterior Walls of Covered Structures.....	22
Article XXV.	Roofs	22
Article XXVI.	Drainage	22
Article XXVII.	Doors	23
Article XXVIII.	Windows	23
Article XXIX.	Tree Protection	25
Article XXX.	Landscaping	25
Article XXXI.	Irrigation	26
Article XXXII.	Exterior Lighting	26
Article XXXIII.	House Numbering	26
Article XXXIV.	Burglar and Fire Alarms	27

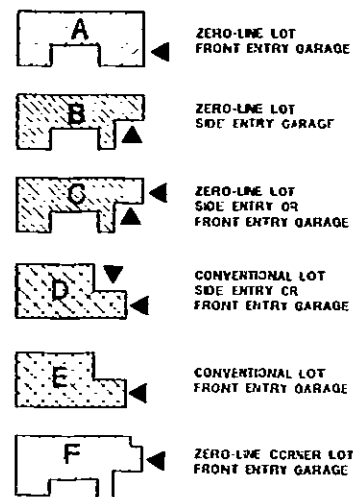
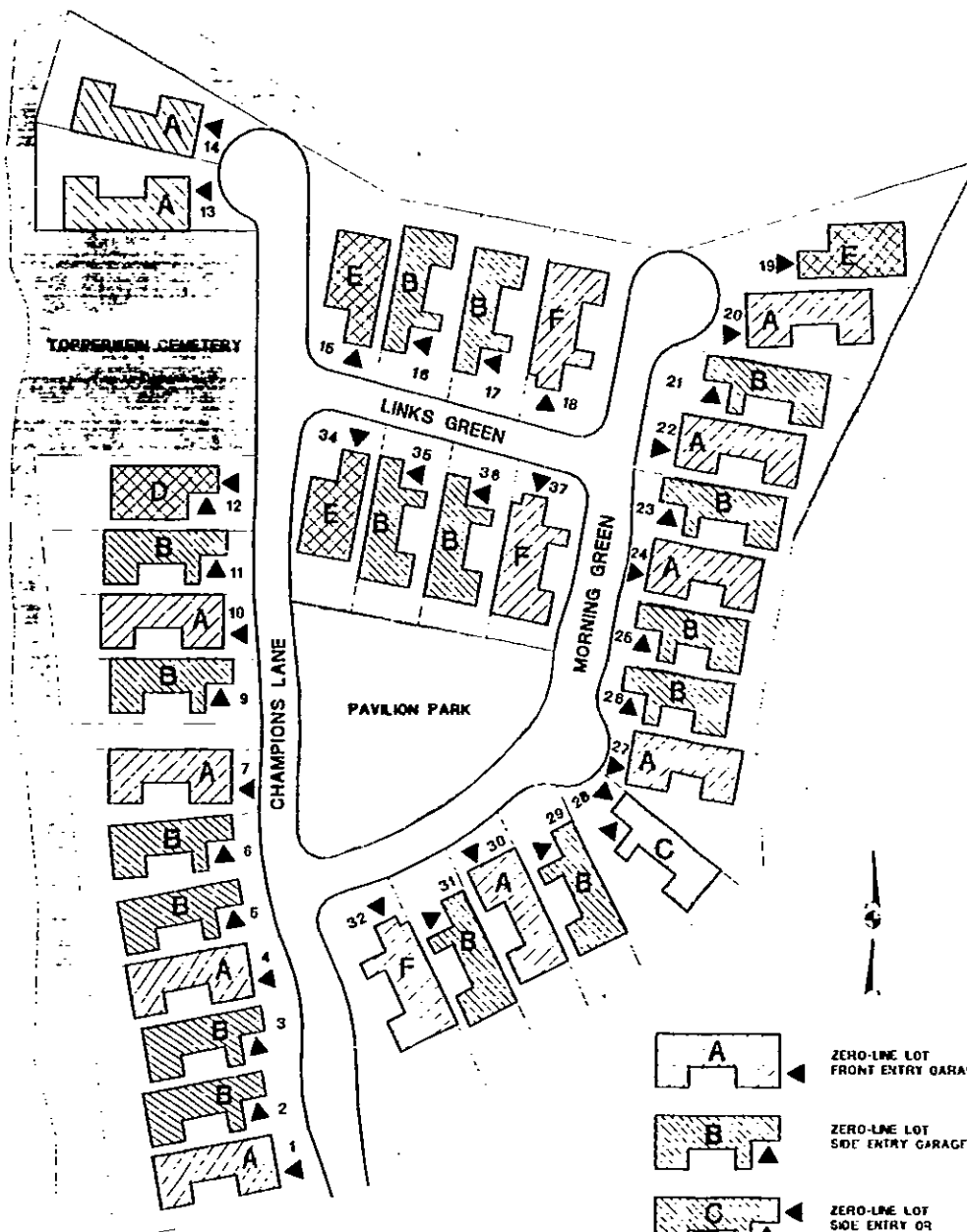
**DECLARATION OF PROTECTIVE COVENANTS
FOR
THE PAVILIONS AT THE DOMINION
THE DOMINION PUD (PHASE 7A)**

TABLE OF CONTENTS

Article XXXV.	Firearms, Projectiles and Weapons	27
Article XXXVI.	Sidewalks	27
Article XXXVII.	Signs	27
Article XXXVIII.	Maintenance	28
Article XXXIX.	Utility Easements	29
Article XL.	Outside Parking & Storage of Vehicles, Etc.....	29
Article XLI.	Nuisances	30
Article XLII.	Animals	30
Article XLIII.	Oil & Mining Operations	31
Article XLIV.	Individual Water & Sewage Systems	31
Article XLIV.	Radio or TV Antenna, Solar Panels	31
Article XLVI.	Drainage Easements	31
Article XLVII.	Mail Boxes	32
Article XLVIII.	Athletic Facilities	32
Article XLIX.	Golf Cart Paths	33
Article L.	Club Nuisance	33
Article LI.	Club/Owner Relations	33
Article LII.	Jurisdiction and Cooperation	34
Article LIII.	Waiver and Laches	34
Article LIV.	Nonjudicial Foreclosure	34
Article LV.	Assessments By Award or Judicial Decree	36
Article LVI.	Term	36
Article LVII.	Enforcement	37
Article XLVIII.	Invalidation	37
Article LVIX.	Prior Liens	37
Article LX.	Reservation of Rights	38
Article LXI.	Amendment	39
Article LXII.	Notice	39
Article LXIII.	Titles	39
Article LXIV.	Interpretation	39
Article LXV.	Omissions	40
Article LXVI.	Gender and Grammar	40

**Exhibit "B" Declaration of Protective Covenants for The Golf Course
Estates at The Dominion (Phase 7B)**

Y016962 PG 1428



SITE PLAN
THE PAVILIONS AT THE DOMINION
 EXHIBIT "A"

W66962 PG 14, 29

DECLARATION OF PROTECTIVE COVENANTS

FOR

THE PAVILIONS AT THE DOMINION

**THE DOMINION PLANNED UNIT DEVELOPMENT
(PHASE 7A)**

THE STATE OF TEXAS)

) KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR)

THAT INTCO-DOMINION PARTNERSHIP (Declarant), being owner of all of the lots situated within that certain subdivision known as The Pavilions of The Dominion, which is Phase 7A of The Dominion Planned Unit Development, according to the plat of said subdivision recorded in Volume 9536, Page(s) 22-23 of the Deed and Plat records of Bexar County, Texas, (hereinafter called "the subdivision", "Phase 7A" or "The Pavilions"), 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, as shown on attached Exhibit "A" except Lots 45, 46, 47, 48, 49, 50, 51, 52, 53, 54 and 55 which are Estate Lots and subject to the terms conditions and restrictions of The Declaration of Protective Covenants for The Golf Course Estates filed of record in Volume 6165, Page(s) 1196-1223, Real Property Records of Bexar County, Texas and attached hereto as Exhibit "B", and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

I.

DEFINITIONS

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

- (1) Association shall mean The Dominion Homeowners Association, the nonprofit corporation which is referred to in a 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 (the "Umbrella Declaration"), its successors and assigns.

WILL 6962 PG 1430

- (2) Common Properties shall mean the properties to be owned and maintained by the aforesaid Association for the common use and enjoyment of its members, including but not limited to private streets, greenbelts, parkways, medians, islands, gates, mailboxes and other facilities now or hereafter situated within The Dominion Planned Unit Development.
- (3) Declarant shall mean Intco-Dominion Partnership 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, antennae, 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. Included are both original Improvements made to Lots in The Pavilions and all subsequent changes, additions, treatments or replacements thereto.
- (5) Dwelling shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.
- (6) Lot shall mean any lot, plot, parcel or tract of land shown on the recorded subdivision plat of The Pavilions with the exception of the Common Properties, the Estate Lots # 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, and 55 or with the exception of Lots not for single family dwelling use as depicted on the subdivision plat of The Pavilions.
- (7) Owner shall mean the record Owner, whether one or more persons or entities, of a fee simple title to a Lot situated in The Pavilions (including contract sellers) but excluding those having such interest merely as security for the performance of an obligation.
- (8) Architectural Control Committee or Committee shall mean the Architectural Control Committee referred to in Article IV hereof.
- (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) Outbuilding shall mean any structure covered by an impervious roof and separate from the main dwelling.

VEL5962 PG 1431

- (11) Conventional Lot shall refer to a property dedicated to one or more free-standing buildings set back from all property lines.
- (12) Zero-Line-Lot shall refer to a property whereon the location of a Dwelling on such Lot shall be situated on lot in such a manner that one of the Dwelling's sides rests directly on the property line of such Lot.
- (13) Zero lot line shall refer to the property line with a zero setback on a Zero-Line Lot.
- (14) Corner Lot shall refer to any Conventional Lot or Zero-Line Lot which is located at the intersection of two streets.
- (15) Estate Lot shall refer to Lots 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, and 55 and shall be subject to the terms, conditions and restrictions of the Declaration of Protective Covenants for The Golf Course Estates filed of record in Volume 6165, Page(s) 1196-1223 Plat and Real Property Records of Bexar County, Texas, and attached hereto as Exhibit "B".
- (16) Golf Course shall refer to the Golf Course(s) now or hereafter a part of The Dominion Country Club.

II.

USE

All Lots in the subdivision shall be used for single-family residential purposes only, except for Lots 33, 38, 39, Block 19, of The Dominion Phase 7A 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.

Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided however, all lessees shall be and are hereby bound to comply fully with the terms, covenants and restrictions of this Declaration. During any period when a Lot or Improvements are rented or leased, the Owner of the Lot shall remain liable for complying with all terms of this Declaration. No single family unit may be rented or leased for any single period of less than six (6)

VOL 6952 PG 1432

months. No "time-share plan" or any similar plan of fragmented or interval ownership of said single family unit shall be permitted on the Lot.

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.

III.

TITLE TO COMMON PROPERTIES

The private streets, greenbelts and other so-called "Common Properties" situated within Phase 7A which are earlier identified herein as "Common Properties" shall be deeded in fee to the Association until such time as the following conditions have been met:

- (1) The Common Properties are deeded in fee to the Association free and clear of any liens or other encumbrances prior to the conveyance of a platted lot within Phase 7A; and
- (2) In excess of fifty percent (50%) of the Owners of Lots in Phase 7A are required hereunder to pay maintenance assessments; and
- (3) The Association has verified the condition of the Common Properties & Improvements thereto as provided hereafter

the Association shall have absolutely no responsibility for the maintenance, upkeep or repair thereof.

Thereafter, the Association shall be responsible for the maintenance, upkeep, and repair of such Common Properties situated within Phase 7A. Prior to the time the Association's responsibility begins, Declarant shall provide evidence satisfactory to the Association that all Common Properties and Improvements thereto have been maintained properly and are in a state of good repair. No assessments shall be imposed on any of the Common Properties. Declarant shall complete all Improvements to Common Properties within 90 days from the recordation of the plat of The Pavilions. In the event the Common Property Improvements are not completed within such ninety (90) days, Declarant shall not be permitted to convey title to any lot situated within The Pavilions unless Declarant shall first have provided a good and sufficient bond, which shall be in an amount equal to the estimated costs of completion of Common Property Improvements. The Association may extend the ninety (90) day deadline and waive the bond requirement in its sole discretion, for good cause shown, but only on a Lot-by-Lot basis.

VOL 5952 PG 1433

IV.

ESTATE LOTS

Estate Lots # 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, and 55 of the subdivision shall not be governed by this Declaration but shall be subject to the terms, conditions and restrictions of the Declaration for Protective Covenants for The Golf Course Estates at The Dominion Planned Unit Development recorded in Volume 6165, Page(s) 1196-1223 Real Property Records of Bexar County, Texas, and attached hereto as Exhibit "B".

V.

ARCHITECTURAL CONTROL

- (1) Development Objectives. The aesthetic quality of The Pavilions requires that all Improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, the Architectural Control Committee (sometimes hereinafter called "the Committee") has been created. The Architectural Control Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.
- (2) Architectural Control Committee. The Architectural Control Committee shall be composed of members appointed by the Board of Directors of the Association who have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Committee.
- (3) Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of buildings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for The Pavilions. Buildings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such material as will, in the judgment of the Committee, create an attractive and harmonious blend with existing and proposed homes and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Committee feels that the repetition of such matters will have an adverse affect on The Dominion Planned Unit Development.

VOL 5962 PG 1434

- (4) Function of the Architectural Control Committee. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all purposes consistent with the creation and preservation of a first-class development. No "Improvement", as that term is defined in this Declaration, shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of a Lot in The Pavilions until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Association shall have the power to employ professional consultants to assist The Architectural Control Committee in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.
- (5) Procedure of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering the Improvements, which procedures and guidelines will be binding upon the Owners, their successors and assigns. All submissions (requests for approvals, inquiries, etc.) to the Committee, in order to be effective, must be by written communication addressed to the Committee at the business offices of the Association, and must either be delivered to such offices or sent in the United States Mail thereto. Verbal approval from such Committee shall be ineffectual for any purpose. All approvals or variances issued by the Committee, in order to be effective, must be in writing.
- (6) Approval of Plans. Every owner shall be required to provide Declarant at Ten Dominion Drive, San Antonio, Texas 78257 (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 simultaneous to submitting such items to the Architectural Control Committee. No building, structure, wall, fence, landscaping, recreational facilities of any kind, or other improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to harmony of external design, color and location and as to compliance with minimum standards in relation to property lines, easements, grades, surrounding structures, walks, topography and all other matters related thereto by the Committee. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, materials, structural detail, elevations, landscaping detail, and the nature, kind, shape, height, exterior color

WEL5952 PG 1435

scheme, and location of the proposed Improvements or alteration thereto. In the event said Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with. The Architectural Control Committee shall be the sole authority to determine whether proposed structures comply with applicable covenants, conditions, and restrictions and are in harmony of external design with existing structures and the overall plan of development of the subdivision. Among other matters, the Committee shall consider the proposed topography, finished grade elevation, and the general appearance of the proposed Improvements as may be determined from the front, rear, and side elevations on submitted plans. The Committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built on, in and/or within the Subdivision and, to the extent possible, ensure the harmonious development of the subdivision in conformity with the common plan and design. The Committee is not required to police or enforce compliance with such considerations as minimum size, setbacks, or other specific, objective construction requirements. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee, or any of its members, be subject to suit by anyone for damages.

- (7) Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions, or architectural standards which are provided in this Declaration or which may be promulgated in the future. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the community and must not detrimentally affect the integrity of The Pavilions nor the harmony with the natural surroundings. Written requests for variances shall be deemed to be disapproved if the Committee has not expressly, and in writing, approved such request within thirty (30) days from the submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the granting of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce this Declaration and architectural standards provided hereunder, against any other Owner.

- (8) Issuance of Building Permit. Upon approval of final submittal, a Building Permit will be issued and construction may begin. All such permits must be prominently displayed at the job site and covered with clear plastic to prevent weathering.
- (9) Certificate of Occupancy. Prior to any occupancy of a Dwelling, the Committee must issue a "Certificate of Occupancy" which evidences the Committee's acknowledgment that the Dwelling has been completed in substantial accordance with the final design submittals. (Such Certificate shall not, however, prohibit the Committee from subsequently objecting to other improvements not built in compliance with the plans and specifications).
- (10) Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such preliminary design or plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.
- (11) Limitation of Liability: Neither the Declarant, the Association, the Architectural Control Committee nor any of the members of such Committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake or judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications required herein.

VI.

PRIVACY

The following articles are intended to safeguard privacy from neighboring properties and the Common Properties. *Special care shall be given to ensure the visual and acoustic privacy of the inner courtyards of Zero Lot Line homes.*

VOL 5952 PG 1437

VII.

ARCHITECTURAL STYLE

All structures and landscaping shall be inspired by traditional European-Mediterranean styles. Plans and finishes shall be evaluated on the basis of massing, proportion, detailing and color. The Architectural Control Committee shall make available samples of Architectural Style and/or a reference library upon request.

VIII.

SIZE OF DWELLING

Each Dwelling's total living area shall be a minimum of two thousand five hundred square feet (2,500 sq.ft.) and a maximum of four thousand contiguous square feet (4,000 sq.ft.) exclusive of open porches, breezeways, garages and other outbuildings.

IX.

REQUIRED SETBACKS

All roofed structures including open porches must be constructed and maintained in conformity with platted easements and the following minimum setback lines:

1. ZERO-LINE-LOT DWELLINGS:

☐ First floor:

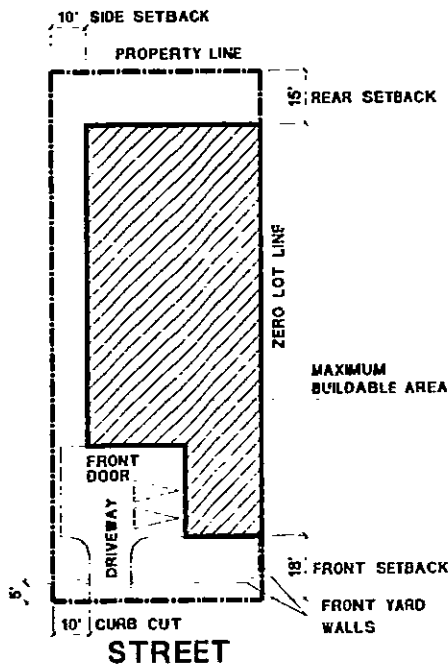
- Front: 25' (w/front-entry garage—**NOTE:** garage must be set back a minimum of 33' to allow required 8' garage porch)
18' (w/side-entry garage)
- Side: 10'
- Street side: 15'
- "Zero side": 0'
- Rear: 15'
- Driveway curb cut: 10' from adjacent property line

☐ Second floor:

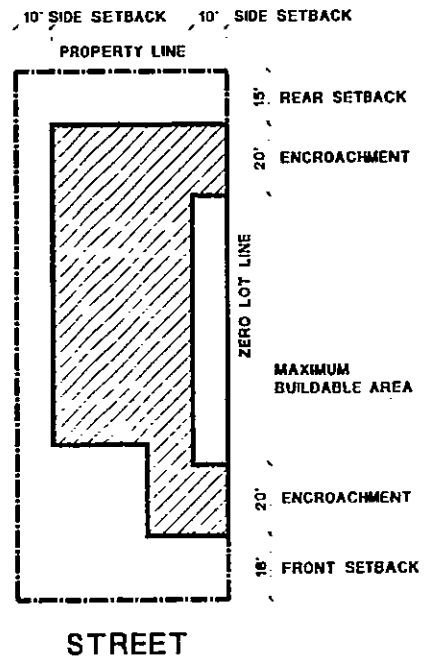
- Front: 25' (w/front-entry garage)
18' (w/side-entry garage)
- Side: 10'
- Street side: 15'
- "Zero side": 10' *
- Rear: 15'

VOL 5962 PG 1438

* Twenty linear feet (20') of the second floor may extend to the zero lot line at the front and rear zero lot line corners of the residence. Such encroachments must be occupied by enclosed space: in order to protect the privacy of the adjacent property, second floor porches and balconies are not permitted within any encroachments in the 10' setback.



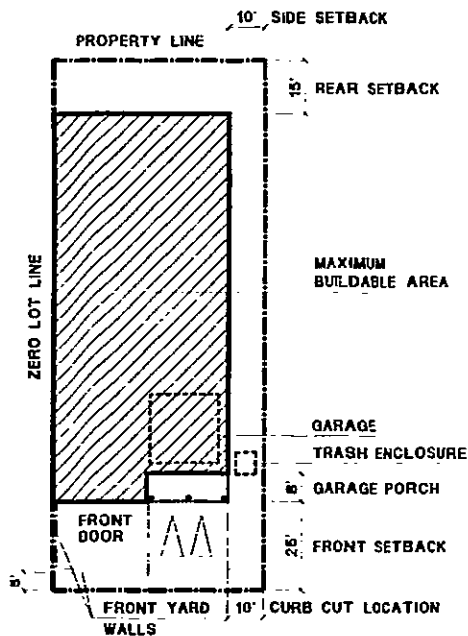
FIRST FLOOR



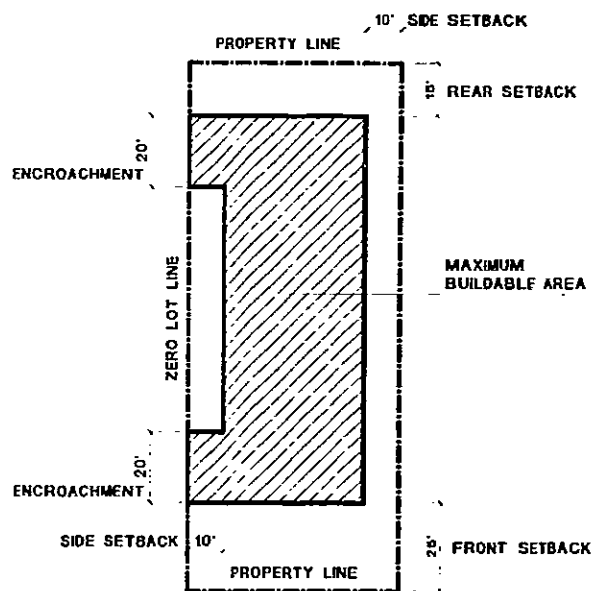
SECOND FLOOR

Figure 1: Min. setback plans: Zero-Line-Lot Dwellings with side-entry garage

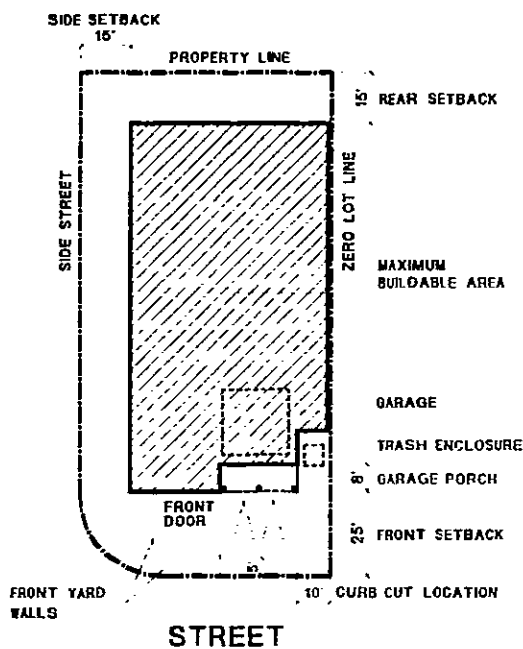
VE16962 PG 14.39



FIRST FLOOR



SECOND FLOOR



CORNER ZERO-LINE-LOT DWELLINGS

Figure 2: Min. setback plans: Zero-Line-Lot Dwellings with front entry garage

VOL 5952 PG 1440

2. CONVENTIONAL LOTS:

- Front: 25' (with front-entry garage—**NOTE:** garage must be setback a minimum of 33' to allow required 8' garage porch)
- Side: 10' (w/side-entry garage)
- Street side: 15'
- Rear: 15'
- Driveway curb cut: 10' from adjacent property line

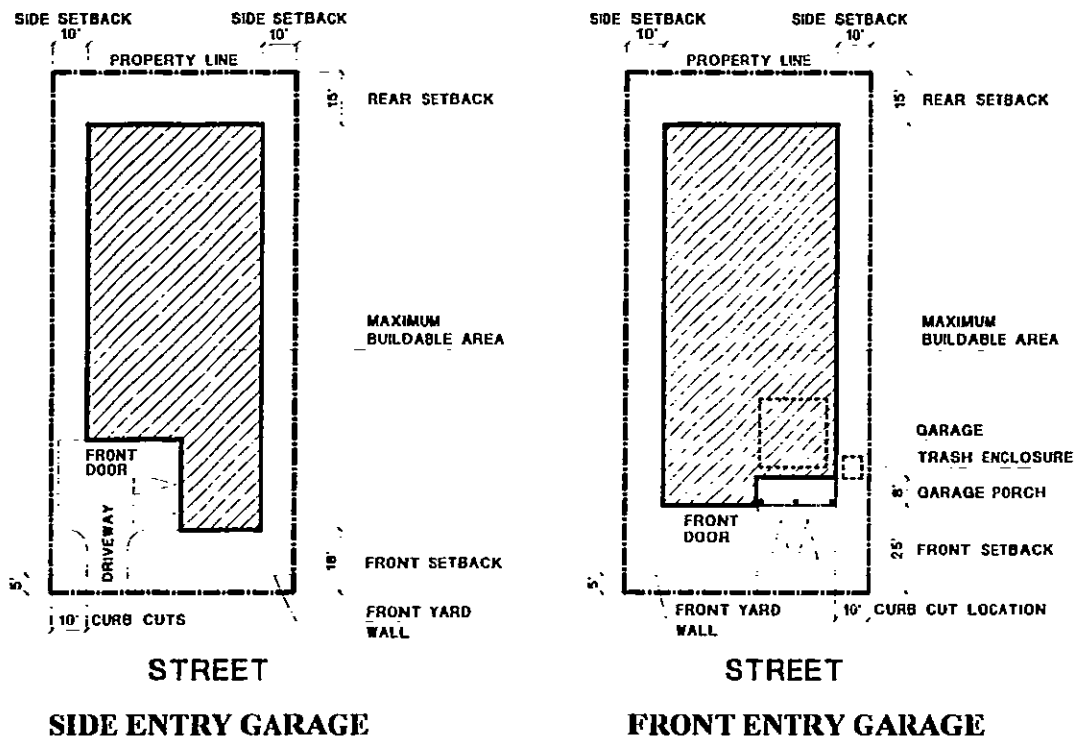


Figure 3: Minimum setback plans - Conventional Lots

VOL 5962 PG 1441

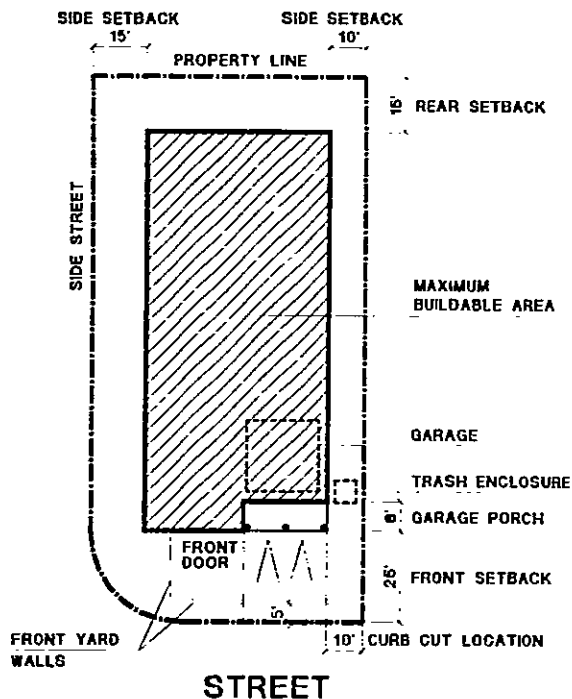


Figure 4: Minimum setback plans - Corner Conventional Lots

3. VARIANCES

☐ **Encroachments:**

Setback encroachments are permitted for trellis structures, fireplaces, chimneys, and caves of buildings.

☐ **Variances:**

All Owners shall adhere to the front or side entry requirements as specified in the Pavilions Site Plan. The Architectural Control Committee's authority to consider variances to the requirements for setbacks and driveway locations shall be limited to the following objectives: to save trees, promote a unique building concept, or take into account special characteristics of the Lot, provided that such waiver is no detriment to the *surrounding conditions*. To request such variances, protected trees must have a caliper of no less than 15 inches. Open courts may be permitted on the Zero Line-Lot in order to save trees meeting caliper requirements stated herein. In order to preserve *the privacy of the adjacent property*, the use of such courts shall be restricted to non-operable windows and maintenance access only.

VILL 6962 PG 1442

X.

STREET ADDRESSES

The entry side of each Dwelling shall be determined by the street address as shown on the Address Plat for The Pavilions. Street addresses shall not be permitted to change from those shown on such Address Plat.

XI.

SUBDIVISION OR COMBINATION OF LOTS

No further subdivision of platted Lots in The Pavilions shall be permitted. Adjacent Lots may not be integrated or combined with the following exceptions:

- ☐ Lots #13 and #14
- ☐ Lots #19 and #20

XII.

EASEMENTS

☐ **Temporary easements:**

During construction of a Zero-Line-Lot Dwelling, a six foot (6') temporary construction easement shall be provided within each Lot adjacent to a Zero Lot Line. This temporary easement expires thirty (30) days after a Certificate of Occupancy has been issued. With the exception of front yard walls, construction within the temporary easement shall be limited to temporary wood fences and subject to review by the Architectural Control Committee. Within the temporary easement, enclosures for trash receptacles shall be limited to temporary wood fences, but shall be rebuilt after expiration of the temporary easement and replaced with permanent enclosures (see Article XIX). In reference to Figure 5, the Owners of Home "X" shall be responsible for the expense and timely execution of this work. Within the temporary easement, the Owners of Home "X" shall not be compensated for plantings damaged during the normal course of construction of Home "Y".

☐ **Perpetual easements:**

A perpetual three foot (3') access easement shall be provided within each Lot adjacent to a Zero-Line-Lot, for the purpose of inspection and maintenance of the Zero Lot Line wall. Within the perpetual easement, all plantings, walls and accessory structures shall be reviewed by the Architectural Control Committee. Owners of Zero-Line-Lot Dwellings shall be held liable for the expense of repairing or replacing any plantings or structures located within an adjacent property's perpetual easement and damaged during maintenance of the Zero Lot Line wall.

Y015952 PB 1443

Roof gutters, fascia or masonry corbels may encroach a maximum of 1 foot (1') into the perpetual easement.

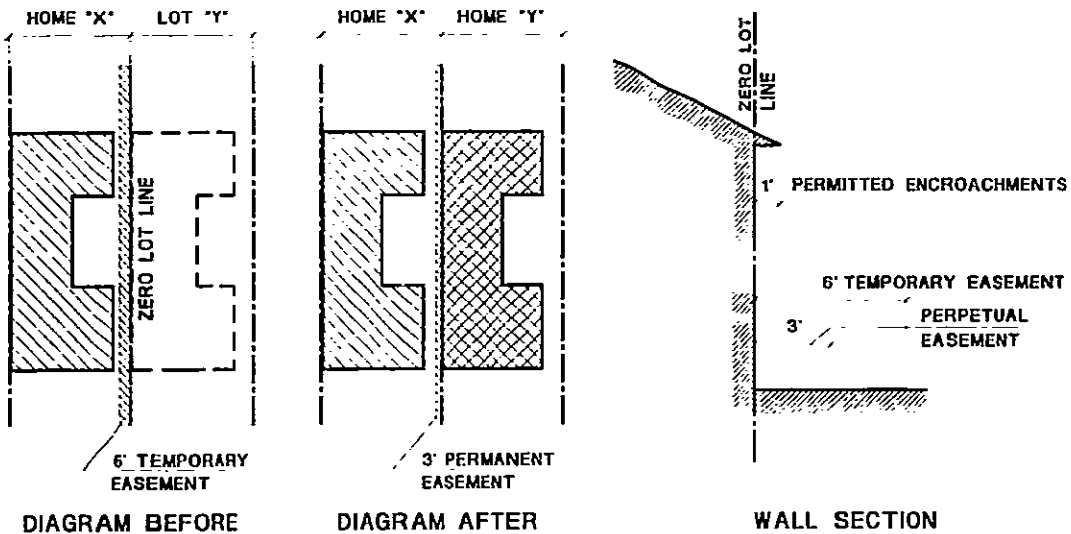


Figure 5: Easements

XIII.

HEIGHT LIMITATIONS

The maximum height of any structure shall be thirty-five feet (35'), measured from the top of the roof ridge to the average finished grade of the Lot. This limitation may be exceeded only by chimneys, domes or towers of less than 215 square feet in cross-section. *Towers shall be designed to respect the privacy of adjacent properties.*

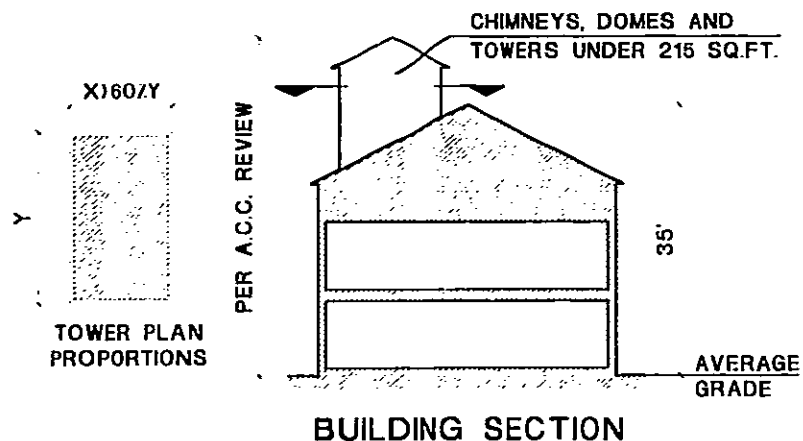


Figure 6: Maximum building height

XIV.

BUILDING CODES

All Dwellings shall be constructed in conformance with the then-current building codes adopted by the City of San Antonio.

XV.

TEMPORARY STRUCTURES

No structure of a temporary character – mobile home, trailer, tent, shack, garage, barn or other outbuilding – shall be used on any Lot at any time as a residence. No trailer, camper, or recreational vehicle shall at any time be connected to utilities situated within a Lot. No Dwelling previously constructed elsewhere may be moved into the subdivision. This covenant specifically prohibits the use of a mobile home in which the axle and wheels have been removed.

Temporary structures used as construction and/or sales offices are subject to approval by the Architectural Control Committee.

XVI.

GARAGES

☐ Garage Doors:

Glazed garage doors are not permitted. Garage doors equipped with automatic openers are required. Garage doors shall be kept shut at all times unless a vehicle is in the process of parking.

☐ Parking requirement:

Each Dwelling must include an enclosed garage for not less than two (2) nor more than four (4) automobiles.

☐ Front entry garages:

Garage doors facing the street must be recessed within an open porch no less than eight feet (8') deep and set back a minimum of thirty-three feet (33') from the curb. Double-width garage doors are not permitted. Garage entry porches shall be supported by free-standing columns and may include a solid roof, open trellis or enclosed second story. *Refer to Figures 2, 3 and 4.*

Front entry garages shall be limited to two garage doors visible from the street. Additional garages, if approved by the Architectural Control Committee may be accommodated in the following ways:

VOL 6962 PG 1445

1. Deeper garages with space for double-stacked vehicles, or
2. Special provisions for a side entry garage for additional vehicles, to be located behind the front-entry garage, or
3. Special provisions for a side entry garage, in favor of a front entry garage.

☐ **Side entry garages:**

Side entry garages must be set back a minimum of eighteen feet (18') from the curb. Double-width garage doors are permitted.

☐ **Golf cart garages:**

Each Dwelling may also have a golf cart garage. Golf carts are required to park within the golf cart garage at all times. Enclosed parking stalls for golf carts shall not be visible from the Common Properties or Golf Course.

☐ **Carports:**

Porte cocheres, open carports or golf cart sheds are not permitted.

XVII.

TRASH RECEPTACLE AREAS

All trash receptacles shall be stored within a solid walled enclosure no less than four feet (4') high, 3 feet six inches (3'6") deep, and three feet (3') wide with a solid wooden gate of at least 30" wide directly accessible to the driveway. Trash containers may not be visible above the walled enclosure.

XVIII.

DRIVEWAYS AND EXTERIOR PARKING SPACES

☐ **Curb Cuts:**

Driveway curb cuts shall be a minimum of 10' from adjoining properties.

☐ **Materials:**

All driveways and exterior parking spaces shall be colored textured concrete in light or medium earth tones. The colored textured concrete shall be applied as a monolithic slab, using color hardener, antiquing release agent, tooled texturing, cleaner and sealant, in conformance with sample specifications provided by the Architectural Control Committee. The General Contractor shall submit for review by the Architectural Control Committee the identity and qualifications of the subcontractor, and specifications for product quality and method of installation. A sample no smaller than 4'x4' must be poured on-site within ninety (90) days of issuance of the building permit, for review and approval by the Architectural Control

VOL 5962 PG 1446

Committee prior to paving the driveway. *A Color Selection Sample Board is available through the Architectural Control Committee.*

Subject to review by the Architectural Control Committee, stone or brick pavers may be allowed, provided that they be laid on a level concrete slab in order to minimize differential settlement.

XIX.

OUTDOOR PAVING

Other exterior paving within view of other Lots, Common Properties, or the golf course referred to herein shall be subject to approval by the Architectural Control Committee. Plain concrete paving may be permitted in areas not visible from other Lots, Common Properties, or the golf course. Asphalt paving is prohibited.

XX.

FENCES AND WALLS

☐ Materials:

All fences or walls in the subdivision shall be composed of stone, stucco, cast iron and/or wrought iron, or any combination thereof. Stone shall be limited to limestone, sandstone or granite. Coursing and stone work must be appropriate to the defined architectural style. Cast stone shall be limited to trim and details only. No other materials will be permitted.

☐ Maximum height:

Fences and free-standing walls shall be a maximum of seven feet (7'), as measured from the finished grade on both sides of the enclosure. The Architectural Control Committee may consider variances if a grade difference over six inches (6") is measured between both sides of the wall.

☐ Privacy walls:

Privacy walls seven feet (7') high shall be built on the entire *maximum buildable area* at each Zero Lot Line.

☐ Front yard walls:

Front yard walls no less than eighteen inches (18") high are required on each Lot. Such walls shall be recessed no less than five feet (5') from the curb and shall form a complete enclosure around both the garage driveway and front entry. On Zero-Line Lots, front yard walls shall be built at the Zero Lot Line, so as to connect to the front yard walls of adjacent properties.

YOL6962 PD1447

At adjacent front yard walls, vertical transitions in excess of two feet (2') shall be subject to review and approval by the Architectural Control Committee.
Refer to Figures 1, 2, 3, 4, 7 and 8

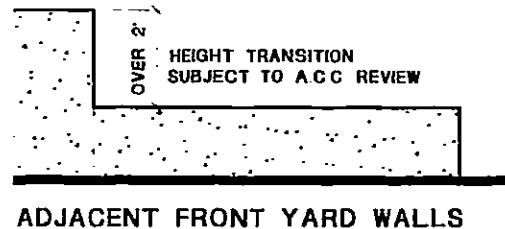


Figure 7: vertical transition at front yard walls

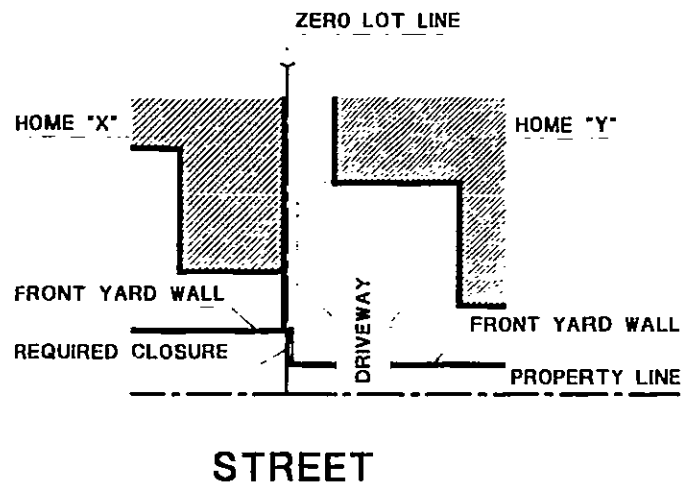


Figure 8: required enclosure at front yard walls

❑ Rear yard walls:

Within the required 15' rear yard, solid walls may be a maximum of three feet (3') in height. Solid columns and wrought or cast iron fences may extend above this height. A gradual transition from the 3' to 7' maximum heights is required, within a wall length of five (5') linear feet; the design of this transition shall be subject to review by the Architectural Control Committee.

VOL 6962 PG 14, 48

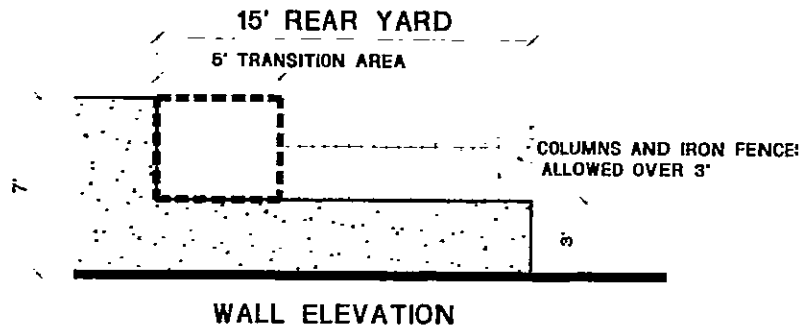


Figure 9: Rear yard walls

☐ **Corner Lot side yard walls:**

Fences and walls facing the street side may be built no less than five feet (5') from the face of curb. Vertical transitions in excess of two feet (2') shall be subject to review by the Architectural Control Committee. *Refer to figure 7.*

☐ **Exceptions:**

Solid walls up to seven feet (7') are permitted within the rear yards of Lots 29, 30, 31, 32, 34, 35, 36 and 37.

☐ **Common walls:**

Enclosures and privacy walls shall be finished on both sides, to include paint and texture at the time of construction. Owners of adjacent properties may paint and texture their side of the wall; such treatment may include stone cladding to match surrounding conditions.

☐ **Temporary fences:**

Temporary wood fences as herein permitted shall be allowed prior to construction of adjacent properties. No other material shall be permitted.

XXI.

GATES

All gates shall be wrought iron, with the exception of a solid wooden gate required at the trash receptacle enclosure. Other wood gates shall be subject to approval by the Architectural Control Committee.

VOL 6962 PG 1449

XXII.

VISUAL ACCESS

☐ **Front entries:**

The front entrance must be the focal point of each residence, clearly visible from the street. Front porches are especially promoted.

☐ **Street corners:**

At all street intersections, no structures, walls or vegetation shall be permitted between two and six feet above grade, within a triangle defined by the intersection of property line projections and points twenty feet (20') back from this intersection.

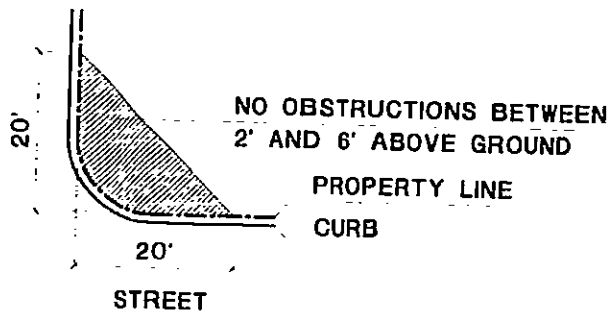


Figure 10: Street corner plan

XXIII.

COLORS SELECTION

Samples of all exterior materials and colors shall be submitted for review and approval by the Architectural Control Committee. Color selections shall be in conformance with the color samples provided by the Architectural Control Committee. Final color selections that differ substantially from prior approved colors shall be submitted to the Architectural Control Committee.

- ☐ **stucco:** light or medium earth tones, white, pale pink or pale yellow
The Color Chart is intended to illustrate the maximum allowable darkness for each color.
- ☐ **paving:** light or medium earth tones
- ☐ **roof tiles:** red, pink or orange earth tones
- ☐ **trim:** dark accent colors are permitted for trim, shutters and wrought-iron only.

Y015962 PG 1450

XXIV.

EXTERIOR WALLS OF COVERED STRUCTURES

☐ Plate height:

At each Dwelling's living space, all exterior walls visible from the Common Properties shall maintain a nine foot minimum plate height.

☐ Materials:

All exterior walls shall be composed of stucco or a combination of stucco and stone. The use of stone shall be limited to a maximum area equal to 25% of the total exterior wall area of the Dwelling. Stone shall be limited to limestone, sandstone or granite. Coursing and stone work must be appropriate to the defined architectural style. Carved stone details are especially encouraged. Wood or cast stone shall be limited to trim and architectural details only. No other materials shall be permitted. Masonry lugs shall be located one foot (1') or less from finished grade.

XXV.

ROOFS

☐ Roof pitch:

Roof pitch shall not exceed 6-in-12. Domes and flat roofs shall be subject to approval by the Architectural Control Committee.

☐ Materials:

The surface of all sloped roofs of Dwellings and outbuildings shall be of clay tile or concrete tile, in either barrel or "S" shapes. Flat tiles may be considered if appropriate to the architectural style of the Dwelling. Glazed finishes are not permitted. A sample of all roofing materials must be submitted to the Architectural Control Committee for approval based on style, quality and color.

☐ Openings:

Skylights and roof vents shall not be visible from the Common Properties or the Golf Course.

XXVI.

DRAINAGE

- ☐ Drainage shall be controlled to minimize the adverse impact of runoff on adjacent lots.**

- ☐ Along the Zero Lot Line at each Dwelling, gutters and downspouts are required and shall discharge at the front and back of such Zero Line Lot Dwelling.**

- ❑ Roof drainage devices other than downspouts shall be submitted for review by the Architectural Control Committee.

XXVII.

DOORS

- ❑ **Materials:**
All exterior doors visible from the Common Properties shall be of stained or painted wood, paneled or paned, or any combination thereof. Metal or other alternate materials shall be subject to approval by the Architectural Control Committee. "Atrium" doors (French door appearance, with only one leaf operable) are acceptable.
- ❑ **Sliding doors** shall be restricted to private areas only, out of sight of the Common Properties, or golf course referred to herein.

XXVIII.

WINDOWS

- ❑ **Proportions:**
All window openings shall be square or vertical in proportion. Horizontal proportions are not permitted. Clerestory, arched or accent-shaped windows are encouraged. Grouped vertical windows must be separated by at least six inches (6") of wall and limited to three windows, unless specifically authorized by the Architectural Control Committee.

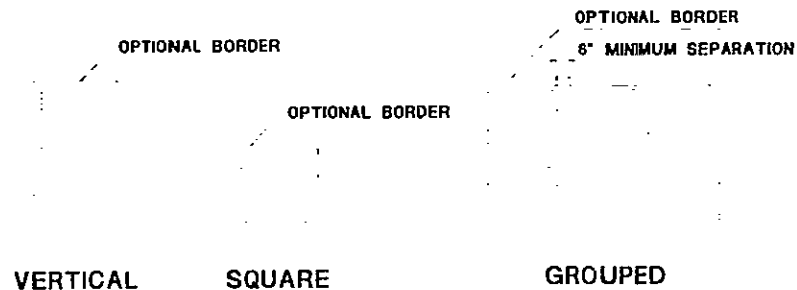


Figure 11: Window elevations

- ❑ **Recess:** All windows shall be recessed from the surface of the exterior wall.
- ❑ **Borders:** Window borders and decorative muntin bars are permitted but not required.

Y015962 PG 1452

❑ Glazing:

All glazing shall be clear or gray tinted with a maximum shading coefficient of 50%. No aluminum foil, reflective film, paper, or similar treatment of a temporary nature shall be placed on windows or glass doors at any time.

- ❑ Glass block** shall be restricted to private areas only, out of sight of the Common Properties, and golf course referred to herein.

❑ Zero-Lot-Line:

Ground floor windows and other wall openings are prohibited at the zero lot line. Second floor windows shall be permitted along the Zero-Lot-Line, provided that all such glazing be fixed and non-transparent. *Refer to figure 12.*

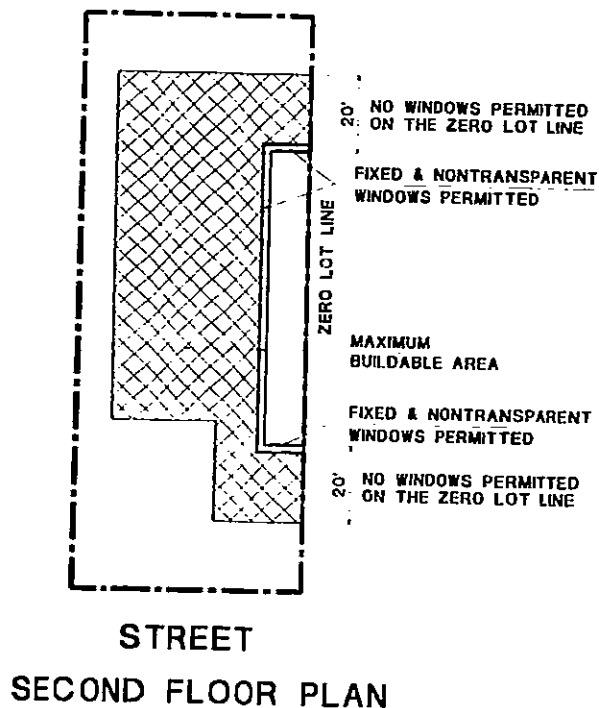


Figure 12: permitted second floor windows at the Zero Lot Line

❑ Exceptions:

On Lot #13 only, unrestricted windows, openings and courts shall be permitted and encouraged at the Zero Lot Line, in order to improve the appearance of the Zero-Line walls adjacent to Topperwein Cemetery.

1015962 PG 1453

☐ **Stained glass:**

Stained glass shall be subject to review by the Architectural Control Committee, which will consider the location, design intent and color choice. Explicit or controversial subjects are not permitted.

☐ **Shutters** shall be limited to genuine operable wood shutters. Alternate materials shall be subject to approval by the Architectural Control Committee.

☐ **Awnings:**

Awnings shall be limited to cloth awnings only. Fabric samples shall be submitted for approval to the Architectural Control Committee on the basis of compatibility with the Dwelling's architectural style.

XXIX.

TREE PROTECTION

Grading or trenching within the dripline of trees should be minimized and preferably limited to areas away from the center of the tree crown. A qualified arborist or landscape architect shall be consulted when working within the dripline of major trees.

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

A 4' construction fence shall be erected at the dripline of major trees and tree groupings. No construction activities including storage of materials or parking of vehicles or equipment shall be allowed within the dripline of trees. Signs, bracing, and temporary wiring shall not be nailed to any tree.

XXX.

LANDSCAPING

Landscaping plans and specifications are subject to review and approval by the Architectural Control Committee, which may require additional plantings if necessary to preserve the general landscaping goals and criteria for the subdivision. All landscaping must be installed within ninety (90) days from the date of issuance of the Certificate of Occupancy by the Architectural Control Committee.

A landscaped border at least five feet (5') deep, shall be required in front of all front yard and corner side yard walls. *Refer to Figures 1, 2, 3 and 4.*

1006962 PG 1454

XXXI.

IRRIGATION

All single family residential Lots must be irrigated by sprinkler systems designed and installed in accordance with all applicable ordinances and government regulations. Irrigation plans must be submitted in conjunction with the Landscape Plans required herein and must be approved by the Architectural Control Committee. In all such irrigation 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.

XXXII.

EXTERIOR LIGHTING

A minimum of one light fixture shall be required at each Dwelling. Such fixtures shall be mounted above the house number, at the top or front face of the gate post by the entrance drive or above the House number if no gate post is provided. The lamp shall be either a gas or an electric light and shall be activated by a photo-electric cell. No by-pass switch shall be installed for the curbside light.

Lighting for exterior landscaping is encouraged, and shall appear subdued and be energy-efficient. Exterior lighting plans shall be submitted to the Architectural Control Committee for review and approval.

Antique fixtures or authentic reproductions of traditional styles are required. All other exterior lighting shall be concealed.

XXXIII.

HOUSE NUMBERING

House numbers are required using digits only on the gate post at each property, or on the front yard wall if no gate post is provided. House numbers shall be recessed into the post or framed with a border of tile, stone or stucco. This requirement is intended to prohibit the surface installation of mass-market tiles. The location and design of house numbers shall be submitted for review and approval by the Architectural Control Committee.

Required materials shall be glazed ceramic tile in contrasting colors. Owner names, street names, words or roman numerals are prohibited.

Y015962 Pg 1455

XXXIV.

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 ordinances and/or building codes of the City of San Antonio then in effect. The Committee may establish, from time to time, minimum standards for such burglar alarms systems and smoke detectors and shall, at such time, make the same available to Owners upon the request of any Owner and may disapprove any plans and specifications not conforming to this provision or such standards.

XXXV.

FIREARMS, PROJECTILES, AND WEAPONS

The discharge of any firearm, including BB guns and pellet guns, within the subdivision or adjacent lands owned in whole or in part by Declarant or located within The Dominion 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 fireworks within the subdivision and any bow and arrow, slingshot, or other launching or catapulting device.

XXXVI.

SIDEWALKS

Each Owner of a Lot agrees to construct a sidewalk, which will meet standards established by the Architectural Control Committee, at their own cost and expense, if the same shall be required by any applicable governmental authority.

XXXVII.

SIGNS

No signs of any kind shall be displayed to the public view on any Lot including, but not limited to, the displaying of any signs which advertise the Lot or Improvements for sale or lease, except expressly permitted hereunder. The Architectural Control Committee may establish standardized sign criteria for The Pavilions which permits the displaying of one sign per Lot which is uniform in size, color and permitted location on 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",

Y0L6962 PG 14,56

or any other similar descriptive words. The Committee specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of the Dwellings 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 subdivision property during development, construction and sales period shall be permitted irrespective of the foregoing.

XXXVIII.

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 Lot 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. Building materials shall not be stored on any Lot except when being employed in construction on 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 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 1, Article VIII of the aforesaid Umbrella Declaration) then, in such event, the Declarant or the Association may specifically enforce those provisions contained therein as provided in Section 2, Article VIII, and other parts of such Umbrella Declaration as recorded and incorporated herein by reference, and those 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 sole judgment, and have dead trees and shrubs and plants removed therefrom and replaced with like or similar landscape materials. 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 make or repair Improvements as deemed required in its judgment. 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.

Y016962 PB 1457

XXXIX.

UTILITY EASEMENTS

Easements for installation and maintenance of utilities, cable television and drainage facilities are reserved as shown on the recorded plat for The Pavilions 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 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.

XL.

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 other Lots and/or Common Properties, unless such vehicle is temporarily parked for the purpose of serving such Lot. 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 regulations shall in any manner revoke or relax any of the restrictions of use set forth in this Article.

VOL 5952 PG 1458

XLI.

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

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

XLII.

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 two (2) adult animals (adult animal for the purposes of these covenants is an animal which is one (1) year of age or older) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence 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, adjacent Lots, Common Properties, and/or golf course.

Vol 5952 Pg 1459

XLIII.

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.

XLIV.

**INDIVIDUAL
WATER AND SEWAGE SYSTEMS**

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

XLV.

**RADIO OR TV ANTENNA
SOLAR PANELS**

No radio or television aerial wires, towers, antennae, 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 Architectural Control Committee, and in no event shall the same, or any portion thereof, be readily visible from the street, any other Lot, Common Properties, and/or Golf Course.

XLVI.

DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the recorded plat for Phase 7A, 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 in the drainage easements in a manner that changes the character of the original environment of such easements; or

1015962 PG 1460

- (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 Architecture Control Committee; or
- (3) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement provided however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or
- (4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
- (5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee, the Declarant and/or the Association, and such Committee, Declarant and/or Association 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.

XLVII.

MAIL BOXES

Centralized mail boxes shall be provided as part of the Common Properties. No other mail boxes shall be erected or maintained within The Pavilions.

XLVIII.

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. Basketball goals and backboards must have black poles and clear acrylic backboards. No tennis courts shall be permitted on any Lot in The Pavilions.

Y01.5962 Pg 1461

XLIX.

GOLF CART PATHS

No person shall be permitted to jog or walk along the golf cart paths or any other portion of The Dominion Country Club golf course unless the prior approval of the owner(s) of said golf course has been obtained.

L.

CLUB NUISANCE

No person shall, during any tournament at The Dominion Country Club golf course, engage in any activity whatsoever which shall interfere with the players' performance during the golf tournament.

Further, no obnoxious, unpleasant, unsightly or offensive activity shall be carried on, which shall interfere with the play of such golf tournament. The Declarant and/or the Association shall have, in its sole discretion, the absolute right to temporarily suspend as a distraction any and all construction activity in Phase 7A during golf tournaments. The Declarant and/or the Association may provide all Owners and builders so affected with reasonable prior written notice of such golf tournaments and the dates the construction must be suspended, and such dates shall be of a reasonable duration. The Declarant and/or the Association shall have no liability for any additional construction costs incurred by Owners, builders or their contractors during such temporary suspension of construction.

LI.

CLUB/OWNER RELATIONS

The Dominion Country Club and Golf Course (hereinafter called "the Club") is not a part of the Common Properties. The Club is private property owned, operated and administered according to membership policies and rules and regulations adopted by the owner(s) thereof from time to time. No Owner shall be permitted to begin to play golf from a Lot and the same shall be deemed a trespass. The Club may include, without limitation, golf courses, practice facilities, clubhouses, tennis courts, swimming pools, and related social facilities which are separate from the Common Properties. These facilities shall be developed and provided at the discretion of the owner(s) of the Club. Such owner(s) have the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom these facilities shall be used, if at all. By way of example, but not limitation, such owner(s) have the right to approve users and determine eligibility for use, to reserve use rights, to terminate any or all use rights, to change (including reconfiguration of the golf course), eliminate or cease operation of any or all of the facilities, to transfer any or all of the Club

YOL 5962 PG 1462

or the operation thereof to anyone (including without limitation a member-owned or equity club) and on any terms, to limit the availability of use privileges, and to require the payment of a purchase price, membership contribution, initiation fee, membership deposit, dues, use charges and other charges for use privileges. Ownership of a Lot or any other portion of The Dominion Planned Unit Development does not give any vested right or easement, prescriptive or otherwise, to use the Club, and does not grant any ownership or membership interest therein.

LII.

JURISDICTION AND COOPERATION

It is the Declarant's intention that Owners, the Association and the owner(s) of the Club cooperate to the maximum extent possible in the operation of the subdivision and the Club. Each shall reasonably assist the other in upholding rules and regulations as set from time to time. The Association shall have no power to promulgate rules and regulations affecting activities on or use of the Club without prior written consent of the owner(s) of the Club.

LIII.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on his or her Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a 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 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.

LIV.

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 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 attorney's 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 the 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 Section 51.002 et seq. of the Texas Property Code then in effect or any successor statute thereto; 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, the Trustee shall:

- (a) Either personally or by agent give notice of the foreclosure sale as required by, Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto;
- (b) Sell and convey 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 successful bid;
 - (ii) to the Association, the full amount advanced, attorney's fees, and other charges due and unpaid;
 - (iii) any amounts required by law to be paid before payment to the 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. The Association, as Beneficiary, may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.

4. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.
5. It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code Section 51.002, relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any Owner or mortgagee of any Owner, may, by amendment to this Declaration filed in the office of the County Clerk of Bexar County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002.
6. Any liens created by this Article LIV shall be superior to all other liens and charges against any Lot covered hereby except only for tax liens and all sums secured by a first-priority mortgage or deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the Lot in question.

LIV.

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 LIV herein.

LVI.

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 a majority of the Owners of the Lots within the subdivision controlled by these covenants and the Association has been recorded agreeing to change said covenants in

whole or in part, or to revoke them. 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 respective grantees.

LVII.

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.

XLVIII.

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.

LVIX.

PRIOR LIENS

IT IS SPECIFICALLY PROVIDED THAT A VIOLATION OF THESE PROTECTIVE COVENANTS, OR ANY ONE OR MORE OF THEM, SHALL BE ENFORCEABLE BY THE PROVISIONS HEREIN AND ANY PROVISIONS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE DOMINION PLANNED UNIT

VOL 6962 PG 1466

DEVELOPMENT, AS RECORDED AND/OR AMENDED AND IN THE EVENT THAT THE ASSOCIATION EXPENDS ANY FUNDS FOR THE ENFORCEMENT OF THESE PROVISIONS, THAT ALL SUCH SUMS, INCLUDING BUT NOT LIMITED TO THE COST OF COLLECTION, REASONABLE ATTORNEYS FEES AND COURT COSTS, WILL THEREUPON BECOME A CONTINUING LIEN AND CHARGE ON THE PROPERTY OF THE VIOLATOR AND SHALL RUN WITH THE LAND. THE AFORESAID LIEN SHALL BE SUPERIOR TO ALL OTHER LIENS AND CHARGES AGAINST THE PROPERTY, EXCEPT ONLY FOR TAX LIENS AND ALL SUMS UNPAID ON FIRST LIEN MORTGAGE OR FIRST DEED OF TRUST LIEN OF RECORD, SECURING IN EITHER INSTANCE SUMS BORROWED FOR THE PURCHASE OR IMPROVEMENT OF THE PROPERTY IN QUESTION. THE ASSOCIATION MAY INSTITUTE SUIT AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE ASSESSMENT AND/OR FORECLOSE THE AFORESAID LIEN NON-JUDICIALLY, IT BEING UNDERSTOOD THAT THE ELECTION OF ANY ONE REMEDY SHALL NOT CONSTITUTE A WAIVER OF ANY OTHER REMEDIES. IN ANY FORECLOSURE PROCEEDINGS, WHETHER JUDICIAL OR NON-JUDICIAL, THE OWNER SHALL BE REQUIRED TO PAY THE COSTS, EXPENSES, AND ATTORNEY'S FEES INCURRED. THE ASSOCIATION SHALL HAVE THE POWER TO BID ON THE PROPERTY AT FORECLOSURE OR OTHER LEGAL SALE AND TO ACQUIRE, HOLD, LEASE, MORTGAGE, CONVEY OR OTHERWISE DEAL WITH THE SAME. THE ASSOCIATION ALSO EXPRESSLY RESERVES THE RIGHT TO POST THE NAMES OF ANY DELINQUENT MEMBERS AT A HIGHLY VISIBLE LOCATION WITHIN THE SUBDIVISION.

LX.

RESERVATION OF RIGHTS

The Declarant shall have and reserves the right at any time and from time to time, with the joinder or consent the Association 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 mortgagees.

LXI.

AMENDMENT

At any time the Owners of the legal title to seventy percent (70%) of the Lots within the subdivision (Phase 7A) may amend the restrictions and covenants set forth herein by filing an instrument containing such amendment in the office of the County

Clerk of Bexar County, Texas; except that, prior to January 1, 1999, no such amendment shall be valid or effective without written joinder of Declarant, unless Declarant specifically waives this requirement by a written recorded instrument.

LXII.

NOTICE

Whenever written notice to an Owner (or Owners) 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 member 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.

LXIII.

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.

LXIV.

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 purpose and objectives of this Declaration shall govern.

LXV.

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 therefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause sentence or provision shall be supplied by inference.

YOL 5952 PG 1468

LXVI.

GENDER AND GRAMMAR

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

EXECUTED this 17th day of Dec., 1996.

"DECLARANT"

INTCO-DOMINION PARTNERSHIP,

a Texas general partnership,

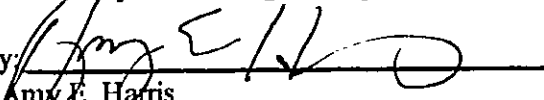
By: INTCO PROPERTIES II L.P.,

a Texas limited partnership,

its managing general partner,

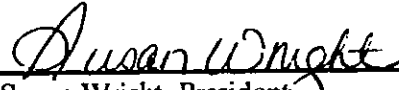
By: INTCO INVESTMENTS OF TEXAS, INC.,

a Texas corporation, its general partner

By: 
Amy E. Harris
Authorized Representative

APPROVED AND ACCEPTED this 17th day of Dec., 1996.

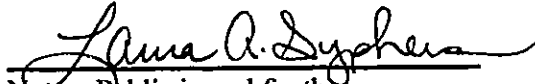
THE DOMINION HOMEOWNERS ASSOCIATION

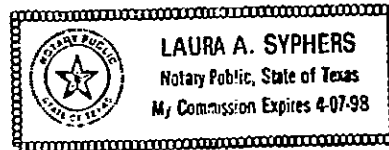
By: 
Susan Wright, President

Y015962 PG 1469

STATE OF TEXAS)
)
COUNTY OF BEXAR)

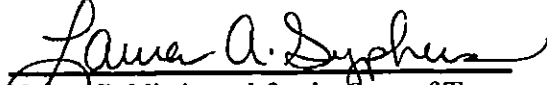
This instrument was acknowledged before me on 17 day of Dec., 1996, by Amy E. Harris, Authorized Representative of Intco Investments of Texas, Inc., a Texas corporation, general partner of Intco Properties II L.P., a Texas limited partnership, managing general partner of INTCO-DOMINION PARTNERSHIP, a Texas general partnership, on behalf of said corporation, said limited partnership and said general partnership.

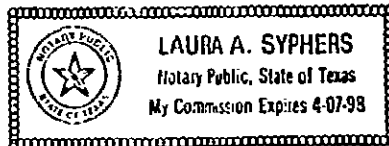

Notary Public in and for the
State of Texas



STATE OF TEXAS)
)
COUNTY OF BEXAR)

This instrument was acknowledged before me on 17 day of Dec., 1996, by Susan Wright, President of The Dominion Homeowners Association on behalf of said Association.


Notary Public in and for the State of Texas



WM5562 PG 1470

EXHIBIT "B"

DECLARATION OF PROTECTIVE COVENANTS
FOR
THE GOLF COURSE ESTATES AT THE DOMINION
THE DOMINION PLANNED UNIT DEVELOPMENT
(PHASE 7B)

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

THAT INTCO-DOMINION PARTNERSHIP ("Declarant"), being the owner of all of the lots situated within that certain subdivision known as The Golf Course Estates at The Dominion, which is Phase 7B of The Dominion Planned Unit Development, according to the plat of said subdivision recorded in Volume 9529, Page(s) 200-202 of the Deed and Plat Records of Bexar County, Texas, (hereinafter called "the subdivision," "Phase 7B" or "The Golf Course 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 a 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 (the "Umbrella Declaration"), its successors and assigns.
- (2) Common Properties shall mean the properties to be owned and maintained by the aforesaid Association for the common use and enjoyment of its members, including but not limited to private streets, greenbelts, parkways, medians, islands, gates and other facilities now or

Y015062 PG 1471

hereafter situated within The Dominion Planned Unit Development.

- (3) Declarant shall mean INTOCO-DOMINION PARTNERSHIP 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, antennae, 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 located on a Lot in The Golf Course Estates. Included are both original Improvements made to a Lot in The Golf Course Estates and all subsequent changes, additions, treatments or replacements thereto.
- (5) Dwelling shall mean and refer to a single-family residence and its attached or detached garage situated upon a Lot.
- (6) Lot shall mean any lot, plot, parcel or tract of land shown on the recorded subdivision plat of The Golf Course Estates with the exception of the Common Properties, or with the exception of Lots not for single family dwelling use as depicted on the subdivision plat of The Golf Course Estates.
- (7) Owner shall mean the record Owner, whether one or more persons or entities, of fee simple title to a Lot situated in The Golf Course Estates (including contract sellers), but excluding those having such interest merely as security for the performance of an obligation.
- (8) Architectural Control Committee or Committee shall mean the Architectural Control Committee referred to in Article III hereof.
- (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.

ARTICLE II.

USE

All Lots in the subdivision shall be used for single-family residential purposes only, except for Lots 1, 20, 42 and 43, Block

17 of The Dominion Phase 7B 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. "Single-family" shall mean a group of persons related by blood, marriage or adoption and shall also include foster children and domestic servants.

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 private streets, greenbelts and other so-called "Common Properties" situated within Phase 7B which are earlier identified herein as "Common Properties" shall be deeded in fee to the Association free and clear of any liens or other encumbrances prior to the conveyance of a platted lot within Phase 7B. Until such time as such Common Properties are so deeded and in excess of fifty percent (50%) of the Owners of Lots in Phase 7B are required hereunder to pay maintenance assessments, the Association shall have absolutely no responsibility for the maintenance, upkeep or repair thereof. Thereafter, the Association shall be responsible for the maintenance, upkeep and repair of such Common Properties situated within Phase 7B. At the time the Association's responsibility for the maintenance, upkeep and repair of the Common Properties begins, Declarant shall certify to the Association that any streets, curbs and other improvements therein situated are in a state of good repair and maintenance and that any materials planted by Declarant in such Common Properties are alive. No assessments shall be imposed on any of the Common Properties.

YOL 5952 PG 1473

ARTICLE IV.

UMBRELLA DECLARATION

In addition to the covenants, conditions, restrictions and obligations set forth in this Declaration, the Umbrella Declaration (as modified from time to time), and the covenants, conditions, restrictions and obligations set forth therein shall apply to the Lots in Phase 7B, whether or not the Declarant has complied with the provisions of Article I, Section 3 of the Umbrella Declaration by recording of the Annexation Certificate annexing Phase 7B into The Dominion Planned Unit Development. Notwithstanding the foregoing, should any provision of this Declaration conflict with a provision of the Umbrella Declaration, this Declaration shall control.

ARTICLE V.

ARCHITECTURAL CONTROL

- (1) Development Objectives. The aesthetic quality of The Golf Course Estates requires that all Improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, the Architectural Control Committee (sometimes hereinafter called "the Committee") has been created. The Architectural Control Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.
- (2) Architectural Control Committee. The Architectural Control Committee shall be composed of members appointed by the Board of Directors of the Association who have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Committee.
- (3) Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of buildings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for The Golf Course Estates. Buildings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such material as will, in the judgment of the Committee, create an attractive and harmonious blend with existing and proposed homes and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding matters

of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Committee feels that the repetition of such matters will have an adverse affect on The Dominion Planned Unit Development.

- (4) Function of the Architectural Control Committee. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all purposes consistent with the creation and preservation of a first-class development. No "Improvement," as that term is defined in this Declaration, shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of a Lot in The Golf Course Estates until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.
- (5) Procedure of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering the Improvements, which procedures and guidelines will be binding upon the Owners, their successors and assigns. All submissions (requests for approvals, inquiries, etc.) to the Committee, in order to be effective, must be by written communication addressed to the Committee at the offices of the Association, and must either be delivered to such offices or sent in the United States Mail thereto. Verbal communications with such Committee shall be ineffectual for all purposes. All approvals or variances issued by the Committee, in order to be effective, must be in writing.
- (6) Approval of Plans. No building, structure, wall, fence, landscaping, recreational facilities of any kind, or other improvement shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition to or change or alteration therein be made, until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to harmony of external design, color and location and as to compliance with minimum standards in relation to property lines, easements, grades, surrounding structures, walks, topography and all other matters related thereto by the Committee. The submitted plans and specifications shall specify, in such form as the Architectural Control

Committee may reasonably require, materials, structural detail, elevations, landscaping detail, and the nature, kind, shape, height, exterior color scheme, and location of the proposed improvements or alteration thereto. In the event said Committee fails to approve or disapprove such plans and specifications with thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with. The Architectural Control Committee shall be the sole authority to determine whether proposed structures and modifications of proposed structures comply with applicable covenants, conditions, and restrictions and are in harmony of external design with existing structures and the overall plan of development of the subdivision. Among other matters, the Committee shall consider the proposed topography, finished grade elevation, and the general appearance of the proposed improvements as may be determined from the front, rear, and side elevations on submitted plans. The Committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built on, in and/or within a Lot and, to the extent possible, ensure the harmonious development of the subdivision in conformity with the common plan and design. The Committee is not required to police or enforce compliance with such considerations as minimum size, setbacks, or other specific, objective construction requirements. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee, or any of its members, be subject to suit by anyone for damages.

- (7) Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions or architectural standards which are provided in this Declaration or which may be promulgated in the future. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the subdivision and must not detrimentally affect the integrity of The Golf Course Estates nor the harmony with the natural surroundings. Written requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing, approved such request within thirty (30) days of the submission of such request. No

member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce this Declaration, the Umbrella Declaration and architectural standards provided hereunder, against any other Owner.

- (8) Issuance of Building Permit. Upon approval of final submittals, a building permit will be issued and construction may begin. All such permits must be prominently displayed at the job site and covered with clear plastic to prevent weathering.
- (9) Failure of the Committee to Act. Except as otherwise provided herein to the contrary, if the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such preliminary design or plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.
- (10) Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee nor any of the members of such Committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake or judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

ARTICLE VI.

SIZE OF DWELLING

The total floor area of any Dwelling shall not be less than two thousand eight hundred contiguous square feet (2,800 sq.ft.), if one-story, and three thousand contiguous square feet (3,000 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 VII.

OUTBUILDING REQUIREMENTS

Every outbuilding (inclusive of such structures as a storage building, greenhouse or children's playhouse) shall be compatible with the Dwelling to which it is appurtenant in terms of its design and material composition and shall not exceed one story in height. All such buildings shall be subject to the prior written approval of the Architectural Control Committee. Servants quarters, guest quarters and detached garages shall not be considered outbuildings for purposes of this Declaration.

ARTICLE VIII.

MASONRY REQUIREMENTS

The exterior walls of the main Dwelling 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 Architectural Control Committee is empowered to waive this masonry requirement if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, or to comply with historical authenticity standards of period architecture, and the resulting structure will not detract from the general appearance of the subdivision.

ARTICLE IX.

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 Architectural Control Committee is compatible with the style of the main Dwelling and the surrounding Dwellings and habitat. No wood fences will be permitted.

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

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

No fence, wall, hedge or shrub planting which obstructs sight lines 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.

Lots 2, 7, 8, 13, 31, 34, 35, and 41 shall have additional fence restrictions due to their corner location. Fences on these Lots may not be built closer than 15 feet from the curb of the street to be known as Champions Lane.

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

Golf Course Lots and Entry/Perimeter Lots (as later defined) shall be subject to further wall and fence limitations more particularly set forth in Articles XLIV and XLV hereof.

ARTICLE X.

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 XI.

TEMPORARY STRUCTURES

No structure of a temporary character -- trailer, tent, shack, garage, barn or other outbuildings -- shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall

at any time be connected to utilities situated within a Lot. No Dwelling previously constructed elsewhere may be moved on any Lot in the subdivision. 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 the other provisions of this Declaration, the Architectural Control Committee may, in its sole discretion, allow temporary structures to be used as construction and or sales offices during the construction of Improvements on a Lot.

ARTICLE XII.

SIGNS

No signs of any kind shall be displayed to the public view on any Lot including, but not limited to, the displaying of any signs which advertise the Lot or Improvements for sale or lease, except as expressly permitted hereunder. The Architectural Control Committee may establish standardized sign criteria for The Golf Course Estates which permits the displaying of one sign per Lot which is uniform in size, color and permitted location on 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 Committee specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of the Dwellings 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 subdivision property during the development, construction and sales period shall be permitted, irrespective of the foregoing.

ARTICLE XIII.

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 Lot 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 from any other Lot or to the public view. Building materials shall not be stored on any Lot except when being employed in construction on 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 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 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, 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 make or repair Improvements as deemed required in its judgement. 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 XIV.

UTILITY EASEMENTS

Easements for installation and maintenance of utilities, cable television and drainage facilities are reserved as shown on the recorded plat for The Golf Course Estates 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 nor any utility company using the easements herein 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 XV.

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 Article.

ARTICLE XVI.

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

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

ARTICLE XVII.

GARBAGE AND REFUSE DISPOSAL; TRASH RECEPTACLE AREAS

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

ARTICLE XVIII.

ANIMALS

No sheep, goats, horses, cattle, swine, poultry, snakes, livestock, or other animals of any kind shall ever be raised, kept, bred, or harbored on any portion of the subdivision, except that dogs, cats, or other common household pets (not to exceed a total of three (3) adult animals (adult animal for the purposes of these covenants is an animal which is one (1) year of age or older) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence 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.

ARTICLE XIX.

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.

VOL 5962 PG 1483

ARTICLE XX.

INDIVIDUAL
WATER AND SEWAGE SYSTEMS

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

ARTICLE XXI.

RADIO OR TV ANTENNA
SOLAR PANELS

No radio or television aerial wires, towers, antennae, 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 Architectural Control 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 XXII.

DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the recorded plat for Phase 7B, 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 in the drainage easements in a manner that changes the character of the original environment of such easements; or
- (2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee; or
- (3) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement provided however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or

- (4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
- (5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

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

ARTICLE XXIII.

MAIL BOXES

Centralized mail boxes shall be provided as part of the Common Properties. No other mail boxes shall be erected or maintained within The Golf Course Estates.

ARTICLE XXIV.

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. Basketball goals and backboards must have black poles and clear acrylic backboards. No tennis courts shall be permitted on any Lot in The Golf Course Estates.

ARTICLE XXV.

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 or golf course of The Dominion Country Club, and must be properly screened therefrom. Automatic/Electric 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.

VOL 5962 PG 1485

ARTICLE XXVI.

ROOFS

The surface of all roofs of Dwellings, garages, servants quarters, guest quarters and outbuildings shall be of slate, stone, concrete tile, clay tile or metal with standing seams. No composition roofs shall be permitted. Wood shingle and wood shake will only be permitted if they meet minimum fire retardant criteria established by the Architectural Control Committee.

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

ARTICLE XXVII.

YARD LIGHTS

Each Owner shall construct (at the same time that the 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 either a gas light or an electric light activated by a photo-electric type timer which turns the light on at sundown and off at sunrise. The maximum height and location of the lamp post shall be determined by the Architectural Control Committee. No bypass switch shall be installed for the yard light.

ARTICLE XXVIII.

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 Dwelling.

ARTICLE XXIX.

WINDOW TREATMENT

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

W06952 PG 14,86

ARTICLE XXX.

BURGLAR AND FIRE ALARMS

Each Dwelling 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 ordinances and/or building codes of the City of San Antonio then in effect. The 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 XXXI.

SETBACK LINES

All buildings or other roofed structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines, and in no event shall any such building or other structure be constructed, placed or maintained nearer to the front Lot line than twenty-five feet (25'). The front of a primary Dwelling structure shall face the front of a similar structure across the street whenever feasible, and the Architectural Control Committee shall resolve any conflicts arising from this requirement and make the final determination with regard to the orientation of the front of Improvements upon any Lot. No building or other roofed structure shall be located on any Lot nearer than twenty-five feet (25') to any side Lot line adjacent to a street. No building shall be located on any Lot nearer than twenty-five feet (25') to any rear Lot line. No building shall be located nearer than ten feet (10') to an interior Lot line; provided however, if the Dwelling is located on more than one Lot this restriction shall not apply to the common Lot line. No permitted outbuilding shall be located nearer than ten feet (10') to a rear Lot line. Notwithstanding the foregoing in no event shall any building or other roofed structure be constructed, placed or maintained nearer than twenty feet (20') to any Lot line that is common with The Dominion Country Club golf course. The setback line requirements herein specified may be waived by the Architectural Control Committee in order to save trees, to promote a unique or advanced building concept or design, or to take into account special or extraordinary characteristics of the Lot or the plan of the Dwelling to be constructed thereon, but only in the event such waiver will not, in the opinion of such Committee, result in or cause a detriment to adjoining Lots or damage the serenity and beauty of the natural or built surroundings or encroach upon any other Lot, utility easement, or result in any Building being located closer than fifteen feet (15') to a Dwelling or another Lot. 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 any Improvement (including driveways, but excluding landscaping and fences) be permitted closer than two feet (2') from a property line. Any Owner of one or more adjoining Lots may consolidate such Lots into one single family residence building site, with the privilege of placing or constructing Improvements on such resulting site, in which case, setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the plat or in this Declaration.

ARTICLE XXXII.

HEIGHT LIMITATIONS

The maximum height of any Dwelling, garage, servants quarters, guest quarters or outbuilding in The Golf Course Estates shall be at the sole discretion of the Architectural Control Committee, it being the Committee's intention to leave views unobstructed as much as practicable.

ARTICLE XXXIII.

IRRIGATION

All single family residential Lots must be irrigated by sprinkler systems approved by the Architectural Control Committee and in accordance with the irrigation plan approved by the Committee. 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 XXXIV.

GUTTERING

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

ARTICLE XXXV.

TREE PROTECTION

Trees on any individual Lot will potentially be enjoyed by and benefit all residents in the subdivision, and consequently it is the Declarant's intent to retain the overall character of the tree massing in the subdivision. To prevent the unnecessary damage or death to existing trees, the Lot Owner, his architect, and/or builder are encouraged to refer to and follow the Tree Care and

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

ARTICLE XXXVI.

LANDSCAPING

Any landscaping required by the plans and specifications approved by the Architectural Control Committee must be fully installed on a Lot within ninety (90) days from the first occupancy of the Dwelling situated on such Lot in accordance with the landscape plan approved by the Architectural Control Committee. In view of the major emphasis placed by Declarant and the Architectural Control Committee on landscaping, the Committee expressly reserves the right to require the landscape plan to include the planting of trees by Owner if in the opinion of the 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 material other than vegetation, and such material shall have been approved by the Architectural Control Committee.

ARTICLE XXXVII.

FIREARMS, PROJECTILES, AND WEAPONS

The discharge of any firearm, including 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, the use of any bow and arrow, slingshot, or other launching or catapulting device is strictly prohibited.

ARTICLE XXXVIII.

GOLF CART PATHS

No person shall be permitted to jog or walk along the golf cart paths or any other portion of The Dominion Country Club golf course unless the prior approval of the owner(s) of said golf course has been obtained.

ARTICLE XXXIX.

CLUB NUISANCE

No person shall, during any tournament at The Dominion Country Club golf course, engage in any activity whatsoever which shall interfere with the players' performance during the golf tournament.

1065952 PG 1489

Further, no obnoxious, unpleasant, unsightly or offensive activity shall be carried on, which shall interfere with the play of such golf tournament. The Declarant shall have, in its sole discretion, the absolute right to temporarily suspend as a distraction any and all construction activity in Phase 7B during golf tournaments. The Declarant shall provide all Owners and builders so affected with reasonable prior written notice of such golf tournaments and the dates the construction must be suspended, and such dates shall be of a reasonable duration. The Declarant shall have no liability for any additional construction costs incurred by Owners, builders or their contractors during such temporary suspension of construction.

ARTICLE XL.

CLUB/OWNER RELATIONS

The Dominion Country Club and Golf Course (hereinafter called "the Club") is not a part of the Common Properties. The Club is private property owned, operated and administered according to membership policies and rules and regulations adopted by the owner(s) thereof from time to time. No Owner shall be permitted to begin to play golf from a Lot and the same shall be deemed a trespass. The Club may include, without limitation, golf courses, practice facilities, clubhouses, tennis courts, swimming pools, and related social facilities which are separate from the Common Properties. These facilities shall be developed and provided at the discretion of the owner(s) of the Club. Such owner(s) have the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom these facilities shall be used, if at all. By way of example, but not limitation, such owner(s) have the right to approve users and determine eligibility for use, to reserve use rights, to terminate any or all use rights, to change (including reconfiguration of the golf course), eliminate or cease operation of any or all of the facilities, to transfer any or all of the Club or the operation thereof to anyone (including without limitation a member-owned or equity club) and on any terms, to limit the availability of use privileges, and to require the payment of a purchase price, membership contribution, initiation fee, membership deposit, dues, use charges and other charges for use privileges. Ownership of a Lot or any other portion of The Dominion Planned Unit Development does not give any vested right or easement, prescriptive or otherwise, to use the Club, and does not grant any ownership or membership interest therein.

ARTICLE XLI.

JURISDICTION AND COOPERATION

It is the Declarant's intention that the Association and the owner(s) of the Club cooperate to the maximum extent possible in

the operation of the subdivision and the Club. Each shall reasonably assist the other in upholding rules and regulations as set from time to time. The Association shall have no power to promulgate rules and regulations affecting activities on or use of the Club without the prior written consent of the owner(s) of the Club.

ARTICLE XLII.

SUBDIVISION OR COMBINATION OF LOTS

No further subdivision of platted Lots in The Golf Course 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 XLIII.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on his or her Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a 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 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 XLIV.

ADDITIONAL RESTRICTIONS FOR GOLF COURSE LOTS

For the purpose of these restrictions, the following Lots shall be deemed to be "Golf Course Lots": Lots 4, 5, 10, 11, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 37, and 38, all in Block 17, Phase 7B. No fence or wall shall be permitted on a Golf Course Lot unless approved by the Architectural Control Committee and unless such fence or wall expressly meets the fence standards and criteria for Golf Course Lots established by the Architectural Control Committee for Golf Course Lots from time to time. Garage doors, service areas, private patios, pools,

vegetable gardens, etc., must be screened from view from The Dominion Country Club golf course by landscaping, walls, or fences on the Lot as approved by the Architectural Control Committee.

ARTICLE XLV.

ENTRY LOTS/PERIMETER LOTS

Lots 2, 3, 4, 11, 12, 13, 14, 38, 39, 40, and 41, all in Block 17, Phase 7B, shall be herein deemed to be "Entry/Perimeter Lots," in view of their visual proximity to the entry street into The Golf Course Estates or their proximity to the perimeter of Phase 7B. Declarant reserves the right (but does not have the obligation) to install a masonry wall along and upon (a) any boundary of an Entry Perimeter Lot which directly abuts any Common Properties, or (b) a boundary thereof which is also a perimeter boundary of Phase 7B. Once erected, the Owner of the Entry/Perimeter Lot shall be required, at Declarant's election, to perpetually maintain such wall in a manner approved by the Architectural Control Committee. Declarant reserves the right and is hereby granted a perpetual easement of ingress and egress to enter upon any Entry/Perimeter Lot as necessary and appropriate to install such wall, and upon the failure of any Owner to properly maintain such wall, to repair and/or replace such wall. With respect to each Entry/Perimeter Lots, Declarant further reserves the right to require the Owner thereof to construct (at such Owner's expense) a wall upon or along any boundary thereof (either directly upon or along such boundary or upon or along the interior boundary of any platted easement situated on such Lot) which is also a perimeter boundary of Phase 7B or which abuts a greenbelt, such wall to be of masonry texture approved by the Architectural Control Committee, it being the intent of Declarant to ensure that such wall be generally uniform in appearance to and architecturally compatible with the remaining walls similarly situated on other Entry/Perimeter Lots.

ARTICLE XLVI.

TERM

The foregoing covenants are made and adopted to run with the land and shall be binding upon Declarant, its successors and assigns and all persons claiming under them, and all subsequent Owners of 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. 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 Declaration, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

ARTICLE XLVII.

ENFORCEMENT

If the parties hereto, or any of them, or their heirs, successors, lessees, or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning real property situated in the subdivision or Declarant, its assigns, or the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violations. Declarant, for itself, its successors or assigns, reserves the right to enforce these protective covenants, though it may have previously sold and conveyed all Lots in the subdivision. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Lot Owner by virtue of not enforcing any restriction herein contained.

ARTICLE XLVIII.

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 XLIX.

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 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 attorney's 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 the 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 Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto; 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, the Trustee shall:

- (a) Either personally or by agent give notice of the foreclosure sale as required by, Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto;

- (b) Sell and convey 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 successful bid;

- (ii) to the Association, the full amount advanced, attorney's fees, and other charges due and unpaid;

- (iii) any amounts required by law to be paid before payment to the 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. The Association, as Beneficiary, may appoint in writing a substitute or successor

trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.

4. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

5. It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code Section 51.002, relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any Owner or mortgagee of any Owner, may, by amendment to this Declaration filed in the office of the County Clerk of Bexar County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002.

6. Any liens created by this Article XLIX shall be superior to all other liens and charges against any Lot covered hereby except only for tax liens and all sums secured by a first-priority 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 L.

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 XLIX herein.

ARTICLE LI.

RESERVATION OF RIGHTS

The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration or any future Declaration of Protective Covenants, by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be

consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not materially impair or affect the vested property or other rights of any Owner or his mortgagee.

ARTICLE LII.

AMENDMENT

At any time the Owners of the legal title to seventy percent (70%) of the Lots within the subdivision (Phase 7B) may amend the restrictions and covenants set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Bexar County, Texas; except that, prior to January 1, 1999, no such amendment shall be valid or effective without the written joinder of Declarant, unless Declarant specifically waives this requirement by a written recorded instrument.

ARTICLE LIII.

NOTICE BY ASSOCIATION

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

ARTICLE LIV.

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 LV.

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 LVI.

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 LVII.

GENDER AND GRAMMAR

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

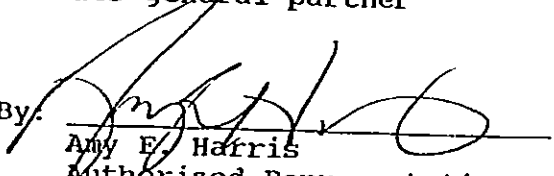
EXECUTED this the 9th day of August, 1994.

"Declarant"

INTCO-DOMINION PARTNERSHIP,
a Texas general partnership

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

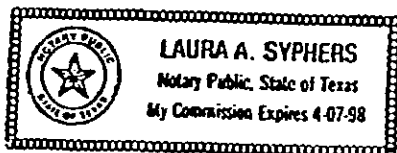
By: INTCO INVESTMENTS OF TEXAS,
INC., a Texas corporation,
its general partner

By: 
Amy E. Harris
Authorized Representative

VER 6962 PG 1497

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 8th day of August, 1994, by Amy E. Harris, Authorized Representative of INTCO Investments of Texas, Inc., a Texas corporation, general partner of Intco Properties II L. P., a Texas limited partnership, managing general partner of INTCO-DOMINION PARTNERSHIP, a Texas general partnership, on behalf of said corporation, said limited partnership and said general partnership.



Laura A. Sypers

Notary Public in and for the
State of Texas

After recording return to:

Susan Wright
The Dominion Homeowners Association
Ten Dominion Drive
San Antonio, Texas 78257

RECORDERS MEMORANDUM

At time of Recordation this instrument was found to be inadequate for good photographic reproduction due to : (illegibility, carbon or photo copy, discolored paper, deterioration, etc.)

Any instrument recorded in this office, subject to the described real property because of need to be recorded and enforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in the Public Records on the date and at the time stamped/thereby by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County Texas etc

Filed for Record in:
BEXAR COUNTY, TX
GERRY RICKHOFF, COUNTY CLERK

On Dec 20 1996

At 4:32pm

Receipt #: 277446
Recording: 147.00
Doc/Mgmt: 6.00

Doc/Num : 96- 0196535

Deputy -Janie Sanchez

DEC 26 1996



Gerry Rickhoff

COUNTY CLERK BEXAR COUNTY, TEXAS

VE16962 PD1499