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TICOR TITLE AGENCY

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**DECLARATION OF PROTECTIVE COVENANTS  
FOR THE CRESCENT I AT THE DOMINION  
THE DOMINION PLANNED UNIT DEVELOPMENT  
Phase 14D-Tract I**

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PLEASE RETURN TO:  
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FOR THE CRESCENT I AT THE DOMINION  
THE DOMINION PLANNED UNIT DEVELOPMENT  
Phase 14D-Tract I**

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

THAT VRR, LTD., a Texas limited partnership ("Declarant"), being the owner of a portion of the property situated within that certain subdivision known as "The Crescent at the Dominion", which is a part of Phase 14D of The Dominion Planned Unit Development, such property being more particularly described by field notes on Exhibit A attached hereto and incorporated herein by reference, and to be hereinafter further described by a plat or plats to be duly recorded in the Deed and Plat Records of Bexar County, Texas (hereinafter called "the subdivision," or "Phase 14D-Tract I"), 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 requires otherwise:

1.     Architectural Control Committee or Committee shall mean the Architectural Control Committee established by the Umbrella Declaration.
2.     Association shall mean The Dominion Homeowners Association, the nonprofit corporation which is referred to in the Umbrella Declaration, and its successors and assigns.
3.     Common Properties shall mean the properties situated in the subdivision to be owned and maintained by the Association for the common use and enjoyment of its members, as well as those private streets, greenbelts, parkways, medians, islands, gates and other facilities now or hereafter situated anywhere within The Dominion Planned Unit Development which are owned by the Association.

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4. Declarant shall mean VRR, Ltd., a Texas limited partnership, and any other party to whom it assigns in writing any of its rights hereunder.

5. Dwelling shall mean and refer to a single-family residence, and its attached or detached garage, situated upon a Lot.

6. Improvements shall mean and include all buildings, outbuildings, patios, balconies, decks, fences, walls, hedges, landscaping, antennas, towers, poles, ponds, lakes, swimming pools, driveways, parking areas, utilities, signs and other structures, apparatus, improvements, recreational facilities, plantings, or equipment of a permanent or semi-permanent character, and all subsequent changes, additions, treatments or replacements thereto.

7. Lot shall mean any Lot, plot, parcel or tract of land shown on the preliminary drawing of the plat of the subdivision attached hereto as Exhibit A-1, and as shown on the final plat of the subdivision to be recorded subsequent to the filing of this Declaration, with the exception of the Common Properties, or with the exception of Lots not for single family Dwelling use as depicted on Exhibit A-1 and the subdivision plat. The Owner agrees that there will be no substantial deviation between Exhibit A-1 and the final subdivision plat to be recorded.

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

9. The Dominion Planned Unit Development or Dominion 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.

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

## ARTICLE II.

### USE

The subdivision shall contain up to 4 Lots as generally shown on the drawing of the subdivision attached hereto as Exhibit A-1. The subdivision will be platted subsequent to the filing of this Declaration. The Lot sizes, Lot lines and Lot configuration will not be changed or altered in any material manner without the prior written consent of (i) Declarant, (ii) Image Homes, Ltd., a Texas limited partnership ["Image Homes" being the owner of property ("Image Homes Property") which has been designated as Phase 14D-Tract II, adjacent to the subdivision, as shown on the attached Exhibit B], (iii) the Association, and (iv) all Owners of Lots within the subdivision at the

time of the recording of this Declaration. All Lots in the subdivision shall be used only for single-family residential purposes, driveways, streets, landscaping, or easement areas benefiting the Lots, with certain Lots being deemed Common Properties as shown on the final plat of the subdivision. Only 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, tennis court, spas, fountains, patios, walls, fences, trellises and other similar structures, provided such structures are not connected or attached to Dwellings on adjacent Lots.

Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by 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) 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 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 the construction of 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 so that the Improvements are not left in an unfinished condition any longer that is reasonably necessary.

### ARTICLE III.

#### TITLE TO COMMON PROPERTIES

The private streets, greenbelts and other so-called "Common Properties" situated within the subdivision, which are earlier identified herein as "Common Properties", shall be deeded in fee to the Association at 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 the subdivision; and
- (2) In excess of fifty percent (50%) of the Owners of Lots in the subdivision are required hereunder to pay maintenance assessments; and

- (3) The Association has verified the condition of the Common Properties & Improvements thereto as provided hereafter

Until all conditions above have been met, 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 the subdivision. 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 during the time Declarant is responsible for the Common Properties. Declarant shall complete all Improvements to Common Properties within 90 days from the recordation of the plat of the subdivision. 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 subdivision 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.

#### ARTICLE IV.

##### ARCHITECTURAL CONTROL

No "Improvements," as that term is defined herein, or as defined in the Umbrella Declaration for The Dominion Planned Unit Development, may be erected, placed, installed, modified or replaced on any Lot covered hereby without first complying with the Architectural Control Committee requirements referred to herein or in the Umbrella Declaration, the applicable terms and provisions of such Umbrella Declaration being hereby incorporated herein by reference, including, but not limited to, the obtaining of prior approval of the Committee for preliminary design submittals and for final design submittals (i.e., final plans and specifications) for such Improvements as set forth in Article V of the Umbrella Declaration. In addition, every Owner shall be required to provide Declarant, at 8 Davenport Lane, 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 at the same time that such items are submitted to the Committee. The Committee shall have final approval rights as to such submittals.

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In addition, the following terms and conditions shall apply to Architectural Control:

- (1) Development Objectives. The aesthetic quality of the subdivision requires that all Improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, the Committee has been created. The 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 subdivision. 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 of 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 subdivision 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. No building, structure, wall, fence, landscaping, recreational facilities of any kind, or other Improvement shall be commenced, erected or maintained upon the 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 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, condition, 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 subdivision nor the harmony with the natural surroundings. Written requests for variances shall be deemed to be disapproved in 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 Owen 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.

#### ARTICLE V.

##### SIZE OF DWELLING

The total air conditioned floor area of the main structure of any Dwelling shall not be less than four thousand contiguous square feet (4,000 sq. ft.). These areas shall be exclusive of open porches, breezeways, carports, garages and other outbuildings or areas of a similar nature which are typically not air conditioned.

#### ARTICLE VI.

##### SETBACK LINES/DWELLING DIRECTION

All buildings or other roofed structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with setback lines established herein, and in no event shall any such building or other structure be constructed, placed or maintained within fifty feet (50') from any street fronting a Lot, or within twenty-five feet (25') of the rear boundary of a Lot, or within twenty five feet (25') to each of the side boundaries of such Lot. The setback line requirements herein specified may be waived by the 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 sole opinion of such Committee, result in or cause a detriment to adjoining Lots or damage the serenity and beauty of the natural or build surroundings. Outbuildings, provided they do not exceed one story in height, may be placed as close as fifteen feet (15') to a rear property line. The eaves of buildings, fireplaces and steps shall not be deemed to be a part of a building or structure, but covered porches shall be deemed to be a part of a building or structure for the purpose of this covenant. However, in no case should an Improvement other than landscaping or a fence be permitted closer than five feet (5') from a property line.

The entry side of each Dwelling shall face the private roadway known as Admiral's Way. In no event shall the front of any Dwelling on Lot 9 and/or Lot 12 face Dominion Drive.

ARTICLE VII.

**OUTBUILDING REQUIREMENTS**

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

ARTICLE VIII.

**BUILDING CODES**

All Dwellings shall be constructed to conform with the then current building codes and ordinances adopted by the City of San Antonio, Texas.

ARTICLE IX.

**MASONRY REQUIREMENTS**

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

ARTICLE X.

**FENCES/SECURITY GATES**

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 Committee is compatible with the style of the main Dwelling and the surrounding Dwellings and habitat. No wood or chain link fences will be permitted (except for chain link fences approved in connection with any athletic facility approved by the Committee in accordance with the provisions of Article XXVI below).

Except as otherwise set forth herein, no fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, except for decorative walls or fences which are part of the architectural design of the main structure, retaining walls, and perimeter walls/fences surrounding a Lot which is larger than 2 acres in size and which have been approved by the Committee in writing. Notwithstanding the above, Declarant shall have the right, but not the obligation, to install (or approve the installation of) a fence around the perimeter of (i) any Lot (or any portion thereof), and/or (ii) the entire subdivision, as approved by the Committee. In the event a fence is constructed around the entire subdivision, the same shall be considered as part of the Common Properties.

No chain-link fences may be built or maintained on any Lot except as otherwise approved by the Committee in accordance with the provisions hereof. Internal fencing for a tennis or sports court, properly screened (in the sole judgment of the Committee) from the street and adjacent properties, shall be allowed with prior written approval from the Committee.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above roadways shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended. The same sight line limits shall apply on any Lot within ten feet (10') from the intersection of street property lines with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at a sufficient height to prevent obstruction of such sight lines.

No fence shall be higher than eight feet (8') in height from finished grade of the Lot after site work is complete (except for decorative gates and/or perimeter fencing which may be higher as approved by the Committee), and no fence will be allowed which would alter or obstruct drainage to adjacent properties. Privacy fences in excess of eight feet (8') may be allowed if approved by the Committee, and if located not less than thirty feet (30') from any side or rear property line.

Special Fencing Restrictions/Requirements - Lot 9: The Owner of Lot 9 within the subdivision, who intends to build a Dwelling thereon, shall, in conjunction with the development of the Dwelling, construct a perimeter fence along the boundary of Lot 9 which abuts Dominion Drive (or the common area/set back area adjacent thereto), such fencing to run the entire length of Dominion Drive, and to be of the same identical material, style and design as the perimeter fence built along the portion of Lot 12 which abuts Dominion Drive. The intent of this restriction/requirement is to insure that the portion of the perimeter fence within the subdivision

which faces Dominion Drive, and which runs the entire length of the subdivision along Dominion Drive, is constructed so as to provide a common scheme of perimeter fencing along the entire length of the subdivision along Dominion Drive. This restriction/requirement shall not apply if no fence has been constructed along the portion of Lot 12 which abuts Dominion Drive (or the common area/set back area adjacent thereto) at the time the Owner of Lot 9 completes the construction of a Dwelling on Lot 9.

**Gates:** Declarant may install a decorative security gate ("Security Gate") at the entrance to the subdivision at Admiral's Way. The design and location of the Security Gate shall be subject to approval by the Committee. The Main Security Gate, and all mechanisms and support walls associated therewith shall be part of the Common Properties described herein, and shall be maintained by the Association through the imposition of additional assessments to the Owners of all Lots in the subdivision. The final plans and specifications for all entry walls, security gates, lighting and landscaping associated with any entry feature and/or gate must be approved by the Association.

Each Owner, at its own cost and expense, may install one or more decorative security gates ("Private Security Gate") generally at the point(s) where the driveway(s) of any Lot intersects Admiral's Way. The design and location of any Private Security Gate shall be subject to approval by the Committee. Any Private Security Gate, and all mechanisms and support walls associated therewith, shall not be part of the Common Properties described herein, but shall be maintained solely by each Owner of any Lot containing one or more Private Security Gates. The final plans and specifications for all entry walls, security gates, lighting and landscaping associated with any entry feature and/or gate must be approved by the Association.

## ARTICLE XI.

### DRIVEWAYS AND HARD SURFACES

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 as a minimum. No smooth finish concrete driveways or other hard surfaces are permitted. No asphalt driveways will be permitted in the subdivision unless otherwise approved in writing by the Committee.

Driveway curb cuts shall be a minimum of five (5) feet from adjoining Lots.

## ARTICLE XII.

### TEMPORARY STRUCTURES

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

## ARTICLE XIII.

### SIGNS

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

## ARTICLE XIV.

### MAINTENANCE

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



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

## ARTICLE XV

### ASSESSMENTS

The Declarant for each Lot owned by it within the subdivision, hereby covenants, and each Owner of any such Lot by acceptance of deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay The Dominion Homeowners Association:

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

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

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

Purpose of Assessments: The Assessments levied by the Association shall constitute and be known as "the Maintenance Fund." The Maintenance Fund shall be held, used, and expended by the Association for the common benefit of all for the following purposes to-wit: to promote the health, safety, security, and welfare of The Dominion Planned Unit Development (of which the subdivision is a part), including without limitation, the installation, construction, erection and relocation of improvements related to the enhancement and beautification of the Common Properties, such as sodding, flowers, ground cover, shrubbery, trees, walkways, security guard facilities and street lights, and the construction, repair, maintenance and replacement of properties, services, improvements, landscaping and facilities devoted to such purposes and related to the use and enjoyment of the Lots by the Members. Such Maintenance Fund may also be used by the Association to finance and maintain any contracts, easements, licenses or other similar instruments inuring to the benefit of the

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Association and its members affecting rights and privileges to be enjoyed within the Dominion or in other areas situated in close proximity thereto.

**Annual Assessments:** Each Owner shall pay to the Association the annual assessment determined by the Board of Directors. The rate of annual assessment may be increased or decreased by vote of the Board of Directors from time to time after due consideration to then current maintenance and security expenses and projected future needs of the Association.

**Special Assessments:** In addition to the annual assessment authorized above, the Board of Directors of the Association may levy in any assessment year or years special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of capital improvement on or which is part of the Common Properties, or for carrying out other purposes of the Association as stated herein or in the Articles of Incorporation of the Association.

**Vote Required for Increase in Rate of Annual Assessment:** The increase in the rate of the annual assessment as authorized herein above must be approved by majority of the Board of Directors of the Association voting in person or by proxy, at meeting duly called for such purpose.

**Vote Required for Special Assessment:** The Special Assessment authorized herein, must be approved by majority of votes of the Board of Directors of the Association voting in person or by proxy, at meeting duly called for such purpose.

**Commencement Date of Annual Assessment:** Assessments provided for herein shall commence either the date of sale of each Lot by Declarant or the date construction of Dwelling commences on Lot, whichever shall first occur, but in no event shall they commence for any Lot within the subdivision prior to the time of conveyance (by legal or equitable title) of such Lot by Declarant. Failure by Declarant to commence assessments by any particular date shall not be deemed as waiver of Declarant to thereafter cause the commencement of same.

**Due Date of Assessments:** Annual Assessments shall become due and payable monthly on those dates established by the Board of Directors from time to time, or at other intervals or dates established by the Board of Directors from time to time.

**Neighborhood Assessments:** The Common Properties within the subdivision shall be maintained by the Association as provided for herein and in the Umbrella Declaration. In addition to each Lot Owner's allocated assessments and share of common area maintenance expenses imposed under the Umbrella Declaration, each Lot Owner shall be required to pay an additional assessment, called a "Neighborhood Assessment", equal to a one-quarter (1/4) pro-rata share (currently determined by the number of Lots within the subdivision) of the maintenance and replacement costs for all of the Common Properties located within the subdivision, to include the Security Gate (and all support walls/fencing and mechanisms associated therewith), the street(s) within the subdivision (currently called Admiral's Way, and shown on the attached Exhibit A-1), and all curbing and

decorative edging associated therewith, signage, fencing, and all landscaping, drainage facilities or other common areas deeded to and/or maintained by the Association.

## ARTICLE XVI.

### UTILITY EASEMENTS

Easements for installation and maintenance of utilities, cable television and drainage facilities are reserved as to be shown on the recorded plat of the subdivision 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 areas 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.

## ARTICLE XVII.

### 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.

Except for emergency vehicles, no automobile, trailer, boat, recreational vehicle or any other vehicle or property of any kind may be parked or stored (whether or not such parking is temporary) on any street, roadway or other Common Properties within the subdivision at any time. All parking within the subdivision shall be on an Owner's driveway or other paved surfaces on a Lot. Each Owner shall be responsible for notifying all of the Owner's guests and service companies of the "no parking" requirement established in this paragraph.

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 regulations shall in any manner revoke or relax any of the restrictions of use set forth in this section.

#### ARTICLE XVIII.

##### 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 prior approval of the Committee). Upon being given notice by the Association that any such lighting is objectionable, the Owner shall take all necessary steps to properly shield the same, or remove the same, to afford consideration to those Lot Owners disturbed thereby.

Except for exterior sound systems which are allowed so long as the use thereof is not a nuisance to adjoining owners, and except for security systems, burglar alarms and security devices such as entry door and patio intercoms used exclusively to protect the Lot and Improvements situated thereon, no horns, whistles, bells or other sound devices shall be placed or used on any Lot.

#### ARTICLE XIX.

##### GARBAGE AND REFUSE DISPOSAL: TRASH RECEPTACLE AREA

No Lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage and other waste shall at all times be kept in solid walled enclosure no less than four feet (4') high, three feet six inches (3'6") deep, and three feet (3') wide with solid wooden gate of at least thirty inches (30") wide directly accessible to the driveway. Trash containers may not be visible above the walled enclosure. 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 the subdivision or elsewhere in the Dominion.

#### ARTICLE XX.

##### 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 per Owner, it being understood that an "adult animal" for the purposes of these covenants shall be defined as an animal which is one [1] year of age or older) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage or other container. Any such basket, cage or other container shall not be readily visible from the street or adjacent properties. Dog runs will not be permitted within the subdivision.

#### ARTICLE XXI.

##### OIL AND MINING OPERATIONS

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

#### ARTICLE XXII.

##### 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.

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ARTICLE XXIII.

RADIO OR TV ANTENNA  
SOLAR PANELS

No radio or television aerial wires, towers, antennas, discs, satellite dishes, solar panels (except solar panels hidden from street and adjacent Lot views, which are used for heating purposes, shall be allowed), 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 Committee.

ARTICLE XXIV.

DRAINAGE EASEMENTS

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

1. Alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easement; or
2. Alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the 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 Committee, the Declarant, and/or the Association; and the Committee, the Declarant, and/or the Association shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements described in this Article shall in no way affect any other recorded easement in the subdivision.

## ARTICLE XXV.

### MAIL BOXES

Centralized mail boxes shall be provided as part of the Common Properties, unless individual mailboxes are otherwise required by, and approved by, the Association. No other mail boxes shall be erected or maintained within the subdivision. The design, style, color, location and all other components of all mailboxes must be approved by the Association.

## ARTICLE XXVI.

### ATHLETIC FACILITIES

Basketball goals or backboards or any other similar sporting equipment of a permanent or temporary nature shall be allowed on any Lot in the subdivision, provided that the same shall not be readily visible from the street, must be reasonably screened from the view of any adjoining property, and must have prior written approval of the Committee. Basketball goals and backboards must have black poles and clear acrylic backboards. Temporary basketball goals must be stored out of sight when not in use.

Tennis courts and all lighting facilities, fencing and landscaping associated with any tennis court may be permitted within the subdivision, subject to the written approval of the Committee prior to installation. In this regard, the Committee shall not unreasonably withhold its approval of such facilities. In addition, the Association shall have the right to impose reasonable hours of operation for any use of any outdoor athletic equipment and/or facilities within the subdivision, the intent being to impose reasonable rules and regulations so that lighting and noise associated with such equipment and/or facilities does not disturb other Lot Owners, or the owners of any lot located within The Dominion Planned Unit Development.

## ARTICLE XXVII.

### GARAGES

A garage able to accommodate at least three (3), but not more than (i) eight (8) automobiles on Lots over 5 acres in size, or (ii) six (6) automobiles on Lots less than 5 acres in size, must be constructed and maintained for each residence, unless otherwise approved by the Committee. The entrance to the garage must not be readily visible from the street, and must be properly screened therefrom. Garage door openers shall be required for all garages. Interior walls of all garages must be finished (i.e. taped, bedded and painted as a minimum). No garage shall be permitted to be used or enclosed for living purposes, but must be maintained for storage of automobiles and other vehicles, ordinary household goods, and related purposes. Carports, in lieu of, or in addition to, garages, shall not be permitted.

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## ARTICLE XXVIII.

### ROOFS

The surface of all roofs of principal and secondary structures shall be of slate, stone, concrete tile, clay tile or metal with standing seams. No composition roofs or wood shingles or shakes shall be permitted. Flat roofs will be permitted only with parapet walls. No shiny metal roofs are permitted. Skylights and roof vents shall not be visible from the Common Properties.

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

## ARTICLE XXIX.

### EXTERIOR LIGHTING

Each Owner shall construct (at the same time that the main Dwelling is constructed) a yard light which shall be a free standing lamp post with a lamp fixture affixed at the top, the size and type of such light to be consistent with the requirements of the Committee. The lamp shall be activated by a photo-electric type timer which turns the light on at sundown and off at sunrise, or a gas light with a safety switch. The maximum height and location of the lamp post shall be determined by the Committee. No by-pass switch shall be installed for the yard light. In addition, exterior landscape lighting is encouraged, but shall appear subdued and be energy efficient. All exterior lighting plans shall be submitted to, and approved by, the Committee, prior to installation.

## ARTICLE XXX.

### HOUSE NUMBERING AND ENTRIES

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

## ARTICLE XXXI.

### WINDOW TREATMENT

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

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## ARTICLE XXXII.

### 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 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 XXXIII.

### HEIGHT LIMITATIONS

The maximum height of any Dwelling in the subdivision shall be thirty five (35) feet above the finish floor grade of the foundation at its highest point on the first floor on ground level (and not the basement or subsurface level). Additional height levels shall be at the sole discretion of the Committee, it being such Committee's intention to leave views unobstructed as much as practicable. The Committee may require a ridge pole to be set representing the maximum height of the proposed Dwelling.

## ARTICLE XXXIV.

### IRRIGATION

Except for xeriscaped areas and natural landscaped areas (the existence, location and irrigation of which must be approved as part of the landscape approval process described below), all single family residential Lots must be appropriately irrigated by sprinkler systems as approved by the Committee in accordance with the approved irrigation/landscaping 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, and designed and planned to appropriately use water for irrigation purposes. All Lot Owners acknowledge that the water system serving the subdivision is a high pressure water system requiring the installation and use by each Lot Owner of pressure reducing valves to reduce the risk of damage to any water system serving any Lot within the subdivision.

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#### ARTICLE XXXV.

##### GUTTERING

All Dwellings must be guttered with downspouts only as necessary to minimize adverse drainage consequences for adjoining lots, and so that the direction of water flow is managed so that water flow from a Lot will not be concentrated to one area.

#### ARTICLE XXXVI.

##### 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.

#### ARTICLE XXXVII.

##### LANDSCAPING

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

Any Owner of a Lot abutting Dominion Drive which is subject to a platted "landscape easement" thereupon, acknowledges and agrees that the Committee and/or the Association shall have the right to require and/or impose certain landscaping criteria within such landscape easements

so long as they are consistent with the requirements and impositions covering other landscaped easements similarly situated along Dominion Drive in the subdivision.

All Lot Owners acknowledge that the Committee will require special landscape requirements associated with the construction of a Dwelling on any Lot due to the size of the lots within The Dominion Planned Unit Development. The Committee will require that a pattern of landscaping be followed within the subdivision so as to create a generally common landscaping scheme within the subdivision, utilizing transition and/or buffer zones between fully landscaped and irrigated areas, and natural landscaped areas. No natural un-landscaped areas will be allowed on any Lot, and any areas proposed to be left natural landscaped areas must be specifically approved by the Committee and the Declarant as otherwise required herein. The Committee shall have the right to impose reasonable landscaping and irrigation requirements consistent with the requirements of this Declaration and the Umbrella Declaration.

#### ARTICLE XXXVIII.

##### FIREARMS, PROJECTILES, WEAPONS AND FIREWORKS

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

#### ARTICLE XXXIX.

##### SUBDIVISION OR COMBINATION OF LOTS

No further subdivision of the Lots, as originally platted, 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 or one (1) Dwelling and landscaped areas at the time of any said Lots are first improved, it being understood that no Lot shall remain vacant and unimproved if Lots are so combined, and it being further understood that any combination of Lots will not reduce the per Lot assessments payable to the Association as described in the Umbrella Declaration and in this Declaration. The replatting of any Lot(s) within the subdivision shall require the prior written consent of Declarant, Image Homes, Ltd., and the Association.

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## ARTICLE XL.

### WAIVERS AND LACHES

The obligation to abide by the provisions contained in this instrument shall be deemed to be of a continuing and continual basis. Each and every day, in which an Owner allows a condition to exist on his or her property which is not in compliance with the requirements contained herein, shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action 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 or in the Umbrella Declaration. 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 XLI.

### 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, 2036, 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 five percent (75%) of the platted Lots within the subdivision controlled by these covenants has been recorded agreeing, at that time, to change said covenants in whole or in part, or to revoke them; provided that no person, corporation or other entity 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 (and except for breaches concerning the payment of applicable assessments to the Association, for which any such person or entity shall remain liable to the Association). Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective parties.

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## ARTICLE XLII.

### COVENANT ENFORCEMENT

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

## ARTICLE XLIII.

### 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 XLIV.

### NON-JUDICIAL 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 collecting 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.

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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 XLIV 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 for trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the Lot in question.

#### ARTICLE XLV.

#### 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 XLIV herein.

#### ARTICLE XLVI.

#### 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, 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.

ARTICLE XLVII.

AMENDMENT

The Owners of the legal title to seventy five percent (75%) of the platted Lots within the subdivision may amend the restrictions and covenants set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Bexar County, Texas; except that, prior to January 1, 2009, no such amendment shall be valid or effective without the written joinder of Declarant, its successor or assigns of its rights hereunder, and the Association, unless Declarant and the Association specifically waive this requirement by a written recorded instrument.

ARTICLE XLVIII.

NOTICE BY ASSOCIATION

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

ARTICLE XLIX.

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 L.

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.

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ARTICLE LI.

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 LII.

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 corporation or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

ARTICLE LIII.

PRIOR LIENS

IT IS SPECIFICALLY PROVIDED THAT VIOLATION OF THESE PROTECTIVE COVENANTS, OR ANY ONE OR MORE OF THEM, SHALL BE ENFORCEABLE BY THE PROVISIONS HEREIN AND ANY PROVISIONS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE DOMINION PLANNED UNIT 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 ATTORNEY'S FEES AND COURT COSTS, WILL THEREUPON BECOME 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 SUBSTITUTE 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 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

1015953 PM 2005

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 HIGHLY VISIBLE LOCATION WITHIN THE SUBDIVISION.

DATED effective this 20<sup>th</sup> day of December, 1996.

**DECLARANT:**

VRR, Ltd., a Texas limited partnership

By: RRV, Inc., a Texas corporation,  
General Partner

By: David M. Robinson  
David M. Robinson, President

**Approved by:**

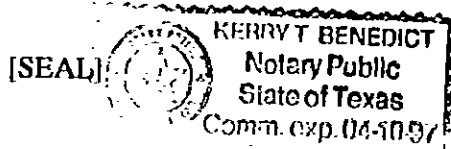
Dominion Homeowners Association,  
a Texas nonprofit corporation

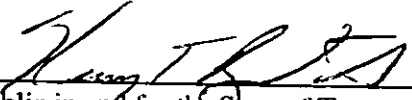
By: Susan Wright  
Name: Susan Wright  
Title: President

126963 P2066

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR     §

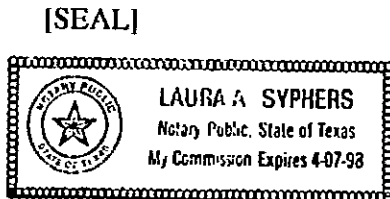
This instrument was acknowledged before me on December 20, 1996, by David M. Robinson, the President of RRV, Inc., a Texas corporation, the General Partner of VRR, Ltd., a Texas limited partnership, on behalf of said limited partnership.

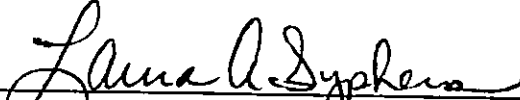


  
Notary Public in and for the State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR     §

This instrument was acknowledged before me on December 23<sup>rd</sup>, 1996, by Susan Wright, the President of The Dominion Homeowners Association, a Texas nonprofit corporation, on behalf of said nonprofit corporation.



  
Notary Public in and for the State of Texas

**AFTER RECORDING, PLEASE RETURN TO:**

Kerry T. Benedict  
The Kleberg Law Firm, P.C.  
125 E. Pecan , Suite 2200  
San Antonio, Texas 78205

MISC COVENANTS VRR TRACT 13580.2 KGBRE - 30128.06

126953 702067

STATE OF TEXAS  
COUNTY OF BEXAR

FIELD NOTES  
FOR  
TRACT I

February 22, 1996

Being 15.608 acres of land, more or less, out of the J.H. Gibson Survey No. 3, Abstract 300, County Block 4753, Bexar County, Texas and being out of a 135.082 acre tract described in Deed of Trust dated September 4, 1990 and recorded in Volume 4897, Page 1527 of the Real Property Records of Bexar County, Texas. Said tract being more particularly described as follows:

BEGINNING: At a found 1/2" iron pin with a red plastic cap stamped OD 1993 said point being the northwest corner of Lot 1, Block 4 of The Dominion Phase 1 P.U.D. recorded in Volume 9503, Page 24 of the Deed and Plat Records of Bexar County, Texas and being on the eastern property line of Dominion Drive as recorded in The Dominion Phase 4A P.U.D. and recorded in Volume 9513, Page 171 of the Deed and Plat Records of Bexar County, Texas;

THENCE: With the northeast property line of Dominion Drive the following calls:

With a curve to the right having a radius of 2024.32 feet, a central angle of 13° 54' 59", a chord of 490.47 feet along a bearing of N 45° 08' 15" E, and a length of 491.68 feet to a found 1/2" iron pin with a red plastic cap stamped Op 1993;

N 52° 29' 36" E, 150.36 feet to a found 1/2" iron pin with a red plastic cap stamped OD 1993;

With a curve to the left having a radius of 424.00 feet, a central angle of 30° 17' 46", a chord of 221.59 feet along a bearing of N 36° 59' 39" E, and a length of 224.20 feet to a set 1/2" iron pin with a red plastic cap stamped Overby Descamps;

THENCE: Departing the northeast property line of Dominion Drive, S 66° 24' 41" E, 449.13 feet to a set 1/2" iron pin with a red plastic cap stamped Overby Descamps;

THENCE: N 76° 56' 18" E, 124.67 feet to a set 1/2" iron pin with a red plastic cap stamped Overby Descamps said point being along the east line of said 135.082 acre tract;

THENCE: Along the east line of said 135.082 acre tract the following calls:

THENCE: S 01° 00' 21" W, 340.00 feet to a found 1/2" iron pin with a red plastic cap stamped OD 1993;

THENCE: S 07° 48' 20" W, 249.98 feet to a found 1/2" iron pin with a red plastic cap stamped OD 1993 said point being the northwest corner of Lot 10 of The Dominion Phase 1 P.U.D. recorded in Volume 9503, Page 24 of the Deed and Plat Records of Bexar County, Texas;

EXHIBIT "A"

116563 P2068

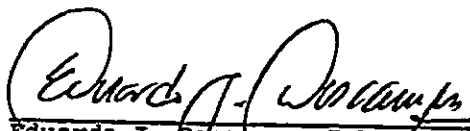
FIELD NOTES  
TRACT I  
February 22, 1996  
Page 2 of 2

THENCE: Along the common line of said 135.082 acre tract and The Dominion Phase 1 P.U.D. the following calls:

- S 47° 24' 49" W, 347.13 feet to a found 1/2" iron pin;
- N 73° 03' 28" W, 298.49 feet to a found railroad spike;
- N 57° 57' 29" W, 136.95 feet to a found 1/2" iron pin;
- N 71° 15' 50" W, 338.08 feet to a found 1/2" iron pin with a red plastic cap stamped OD 1993; and
- N 51° 47' 45" W, 147.65 feet to the POINT OF BEGINNING and containing 15.608 acres of land, more or less.

A Boundary Survey drawing has been prepared

Date: February 22, 1996

  
Eduardo J. Descamps, P.E., R.P.L.S.  
Registered Professional Land Surveyor No. 3180

fldnt\96112-1.DOM

16963 P32069

Any provision herein which purports to affect the sale, rental, or use of the described real property because of record in this office and unrecordable under Federal law STATE OF TEXAS, COUNTY OF BEXAR. I hereby certify that this instrument was FILED in the Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

DEC 26 1996



*Gerry Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

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

On Dec 23 1996

At 4:32pm

Receipt #: 277881  
Recording: 79.00  
Doc/Regt: 6.00

Doc/Num: 96- 0191224

Deputy -Janet Esteves

RECORDING INFORMATION

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

125953 P2072

Any provision herein which restricts the sale, rental, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

DEC 26 1996



*Gerry Rickhoff*

COUNTY CLERK BEXAR COUNTY, TEXAS

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

On Dec 23 1996

At 4:32pm

Receipt #: 277861  
Recording: 79.00  
Doc/Rgt: 6.00

Doc/Num: 56- 01912-4

Deputy - Jane Esteves

RECORDERS REMARKS

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

1016963 PD2072