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**DECLARATION OF PROTECTIVE COVENANTS
FOR
THE VINEYARD ESTATES AT THE DOMINION
THE DOMINION PLANNED UNIT DEVELOPMENT
(Phase 10D)**

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**DECLARATION OF PROTECTIVE COVENANTS
FOR
THE VINEYARD ESTATES AT THE DOMINION

THE DOMINION PLANNED UNIT DEVELOPMENT
(PHASE 10D)**

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

THAT SAN ANTONIO VINEYARD ESTATES AT THE DOMINION, LTD., ("Declarant"), being the owner of all of the property situated within that certain subdivision known as THE VINEYARD ESTATES AT THE DOMINION which is all or a part of Phase 10D of the Dominion Planned Unit Development, according to the plat of said subdivision recorded in Volume 9539, Page(s) 4-7, of the Deed and Plat Records of Bexar County, Texas (hereinafter called "the subdivision", "Phase 10D", or "THE VINEYARD 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, Inc., the nonprofit corporation which is referred to in the Umbrella Declaration, and 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 hereafter situated within The Dominion Planned Unit Development.

3. Declarant shall mean San Antonio Vineyard Estates at the Dominion, Ltd. and any other party to whom it assigns in writing any of its rights hereunder.

4. Improvements shall mean and include all buildings, outbuildings, patios, balconies, decks, fences, walls, hedges, landscaping, 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 Vineyard 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 subdivision with the exception of the Common Properties, or with the exception of Lots not for single family dwelling use as depicted on the subdivision plat.

7. Owner shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot situated in Phase 10D, 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 established by the Umbrella Declaration.

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

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

ARTICLE II.

USE

All Lots in the subdivision shall be used for single-family residential purposes only, except for Lots 26, 27 and 28 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.

Nothing contained 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 the 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 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 the 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 10D which are earlier identified herein as “Common Properties” shall be deeded in fee to the Association and the Association shall accept and maintain the “Common Properties” 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 Phase 10D; and,
- (2) In excess of fifty percent (50%) of the Owners of Lots in Phase 10D are required hereunder to pay maintenance assessments; and,
- (3) The Association has verified the condition of the Common Properties and Improvements thereto as provided hereafter until all conditions above have been met.

Until such time as the above-referenced conditions 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 Phase 10D. 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 Vineyard Estates at the Dominion. 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 Vineyard Estates at the Dominion 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 requirements in its sole discretion, for good cause shown, but only on a Lot-by-Lot basis.

ARTICLE IV.

ARCHITECTURAL CONTROL

(1) Development Objectives. The aesthetic quality of The Vineyard Estates at the Dominion 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 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 reception 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 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, conditions, and restrictions and are in harmony of external designs 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

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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 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.

(12) Security Gates. The Association and any owner of a Phase 10D Lot acknowledge and agree that until 85% of the Lots in the subdivision are sold that Declarant may leave the security gates into the subdivision open during normal business hours.

ARTICLE V.

SIZE OF DWELLING

The total air conditioned floor area of the main structure of any Dwelling shall not be less than three thousand five hundred contiguous square feet (3,500 sq. ft.). This area 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

All buildings or other roofed structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with required setback lines, and in no event shall any such building or other structure be constructed, placed or maintained within forty feet (40') from any street fronting a Lot, or within twenty-five feet (25') of the rear boundary of a Lot, or within ten feet (10') to each of the side boundaries of such Lot. The setback line requirements herein specified may be waived by the 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 built surroundings. Outbuildings, provided they do not exceed one story in height and contain no living area, may be placed as close as ten feet (10') to a rear property line. The eaves of buildings, fireplaces and steps shall not be deemed to be a part of a building or structure, but covered porches shall be deemed to be a part of a building or structure for the purposes of this covenant. However, in no case

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should an Improvement other than landscaping or a fence be permitted closer than five feet (5') from a property line.

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 Committee.

ARTICLE VIII.

BUILDING CODES

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

ARTICLE IX.

MASONRY REQUIREMENTS

The exterior walls of the main residence building constructed on any Lot shall be at least seventy-five percent (75%) by area, composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all said walls, exclusive of door, window and similar openings. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in the San Antonio, Texas building community as masonry. Notwithstanding the foregoing, the 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

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

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 fences will be permitted.

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

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

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

ARTICLE XI.

DRIVEWAYS AND OUTDOOR PAVING

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

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 are permitted.

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.

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 Phase 10D 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.

ARTICLE XIV.

PRIVATE DRIVE ASSESSMENTS

In addition to the regular monthly assessments required by the Umbrella Declaration and which are payable to the Association, each Owner of a Dwelling (including Declarant) shall pay to the Association a pro-rata share of the annual budget adopted by the Association (the "Private Drive Expenses") in maintaining and repairing the paved private drive.

ARTICLE XV.

MAINTENANCE

Grass, weeds, shrubs and all vegetation on each Lot 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 a default on the part of the Owner or occupant of any Lot in observing the above requirements (or any other reasonable requirements established from time to time by the Association and published to Owners, for the purpose of maintaining a sanitary, healthful and attractive subdivision or for the purpose of complying with any of the maintenance requirements as provided in Section 2, Article VIII of the aforesaid Umbrella Declaration) then, in such event, the Declarant or the Association may specifically enforce those provisions as provided in Section 2, Article VIII (and other parts) of such Umbrella Declaration, as recorded, and incorporated herein by reference, and those enforcement provisions contained herein and may have the grass, weeds, shrubs,

trees, and vegetation cut or trimmed when and as often as the same is necessary in its judgment, and have dead trees and shrubs and plants removed therefrom. Declarant or the Association may also, at their option, remove any garbage, trash or rubbish situated on any 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 XVI.

UTILITY EASEMENTS

Easements for installation and maintenance of utilities, cable television and drainage facilities are reserved as shown on the recorded plat of Phase 10D and/or as provided by instruments of record or to be recorded. Within these easements, if any, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all Improvements in such shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. Neither Declarant, the Association, nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements, except as maybe required by state, county or municipal statutes, ordinances, rules or regulations or by the Association or by the 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 or otherwise entirely shielded from view from the street or from any Lot within The Dominion Planned Unit Development. 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 or the structures on 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 (and may establish, levy and collect fines for violations of such rules and regulations) 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

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respects binding on and enforceable against all Owner, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use as 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 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 same or remove same to afford consideration to those Owners disturbed thereby.

No exterior speakers, horns, whistles, bells or other sound devices (except for security systems, burglar alarms, 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 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 a solid walled enclosure no less than four feet (4') high, three feet six inches (3'6") deep, and three feet (3') wide with a 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.

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

ARTICLE 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.

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 XXIII.

RADIO OR TV ANTENNA **SOLAR PANELS**

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

ARTICLE XXIV.

DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the recorded plat or plats comprising Phase 10D, 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 incorporate 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, Declarant, and/or 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.

ARTICLE XXV.

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 subdivision.

ARTICLE XXVI.

ATHLETIC FACILITIES

No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed on any Lot in the subdivision where same would be readily visible from the street or an adjoining Lot and must have the prior approval of the Committee. Basketball goals and backboards must have black poles

and clear acrylic backboards. Tennis courts shall not be constructed without the express written permission of the Committee; and, if approved, tennis court lighting and fencing shall also require the prior written approval of such Committee.

ARTICLE XXVII.

GARAGES

A garage able to accommodate at least two (2) automobiles must be constructed and maintained for each residence. The entrance to the garage must not be readily visible from the street, and must be properly screened therefrom. Garage door openers shall be required for all garages. Interior walls of all garages must be finished (i.e., taped, bedded and painted as a minimum.) No garage shall be permitted to be used or enclosed for living purposes, but must be maintained for storage of automobiles and other vehicles and related purposes. Carports shall not be permitted. The maximum number to be at the discretion of the Architectural Control Committee, it being the intent that the garage aesthetic impact be reduced as much as possible.

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.

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

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

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ARTICLE XXX.

HOUSE NUMBERING AND STREET ADDRESSES

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. The entry side of each Dwelling shall be facing the private street known as Vineyard Drive.

ARTICLE XXXI.

WINDOW TREATMENT

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

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 ordinance 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 Phase 10D shall be at the sole discretion of the Architectural Control Committee, it being the Committee's intention to leave views unobstructed as much as possible.

If the slope of a Lot is greater than 20%, an engineering topographic survey must be made before permissible building elevation is determined, and retaining walls or vegetated slopes must be employed to protect the slope from erosion. See Exhibit "A" attached hereto for examples of engineering drawings that are to be supplied as part of the design submittal for Lots with significant slopes.

The Architectural Control Committee may require a ridge pole to be set representing the maximum height of the proposed dwelling.

ARTICLE XXXIV.

IRRIGATION

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 designated 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. Because of the Lot size, the Committee has the right, but not obligation, to modify the irrigation requirements to allow for some xeriscape.

ARTICLE XXXV.

GUTTERING

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

ARTICLE XXXVI.

TREE PROTECTION

Trees on any individual lot will potentially be enjoyed by and benefit all residents in the subdivision, and consequently it is the Declarant's intent to retain the overall character of the tree massing in the development. To prevent the unnecessary damage or death to existing trees, the lot owner, his architect, and/or builder is encouraged to refer to and follow the Tree Care and Protection Procedures as promulgated from time to time by the Architectural Control Committee.

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

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 or combination of platted Lots in THE VINEYARD ESTATES AT THE DOMINION shall be permitted.

ARTICLE XXXX.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this instrument shall be deemed to be of a continuing and continual basis. Each and every day in which an Owner allows a condition to exist on his or her property which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action of such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to the Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of the Declarant, the Association, the Architectural Control 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 XXXXI.

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, 2035, after which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the Owners of legal title to seventy percent (70%) of the Lots within the subdivision controlled by these covenants has been recorded agreeing to change said covenants in whole or in part, or to revoke them, provided that no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the Lots located within the subdivision involved in such breach. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

ARTICLE XXXXII.

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

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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 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 XXXXIII.

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 XXXXIV.

ASSESSMENT LIEN AND FORECLOSURE

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 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 EITHER INSTANCE SUMS BORROWED FOR THE PURCHASE OF 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

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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.

ARTICLE XXXV.

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 owned, 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 51.022 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 51.022 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 the 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.
- 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 XXXXV 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,

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securing in either instance sums borrowed for the purchase or improvement of the Lot in question.

ARTICLE XXXXVI.

ASSESSMENTS BY AWARD OR JUDICIAL DECREE

In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, 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 paragraph shall constitute an event which may give rise to the remedies provided in Article XXXXIV and/or Article XXXXV herein.

ARTICLE XXXXVII.

RESERVATION OF RIGHTS

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

AMENDMENT

At any time the Owners of the legal title to seventy percent (70%) of the Lots within the subdivision (Phase 10D) 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 and the Association, unless Declarant and the Association specifically waive this requirement by a written recorded instrument.

ARTICLE XXXXIX.

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

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

ARTICLE XXXXX.

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 XXXXXI.

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 XXXXXII.

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 XXXXXIII.

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.

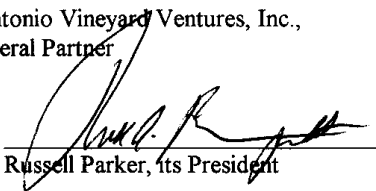
EXECUTED this 18th day of December, 1997.

DECLARANT:

SAN ANTONIO VINEYARD ESTATES AT THE DOMINION, LTD.,
a Texas limited partnership

BY: San Antonio Vineyard Ventures, Inc.,
its General Partner

By:


Russell Parker, its President

ACKNOWLEDGMENT

THE STATE OF TEXAS

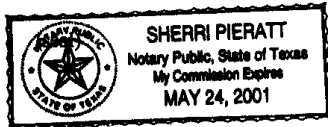
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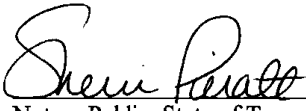
§

COUNTY OF BEXAR

§

This instrument was acknowledged before me on the 17th day of December, 1997,
by Russell Parker, President of San Antonio Vineyard Ventures, Inc., as General Partner
of SAN ANTONIO VINEYARD ESTATES AT THE DOMINION, LTD., a Texas
limited partnership.




Notary Public, State of Texas

YML 7295 PB 0424

CONSENT OF MORTGAGEE

HIGHLAND LAKES BANK as the owner and holder of indebtedness secured by a deed of trust covering the Property, of record in Volume 9539, Pages 4-7, Real Property Records of Bexar County, Texas, does hereby join in the execution of this DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS for the purpose of evidencing its consent hereto.

Executed this 17th day of December, 1997.

HIGHLAND LAKES BANK

By: Miles Wilson
Miles Wilson, Its Sr. Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 17 day of December, 1997, by Miles Wilson, Sr. Vice President of HIGHLAND LAKES BANK, on behalf of said corporation.



Terri A. Wolff
Notary Public - State of Texas

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APPROVED AND ACCEPTED this 18th day of December, 1997 by:

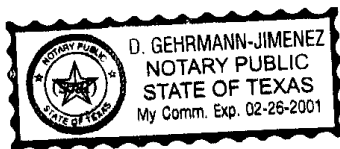
THE DOMINION HOMEOWNERS ASSOCIATION, INC.

By: Susan Wright
Name: Susan Wright
Title: President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 18th day of December, 1997,
by Susan Wright, as President of THE
DOMINION HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, on
behalf of said corporation.



D. Gehrmann-Jimenez
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

MS. SUSAN WRIGHT
THE DOMINION HOMEOWNERS ASSOCIATION
TEN DOMINION DRIVE
SAN ANTONIO, TEXAS 78257

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HILLSIDE LOTS

The preceding plat designates lots with slopes greater than 10%. These hillside lots are subject to the following special conditions.

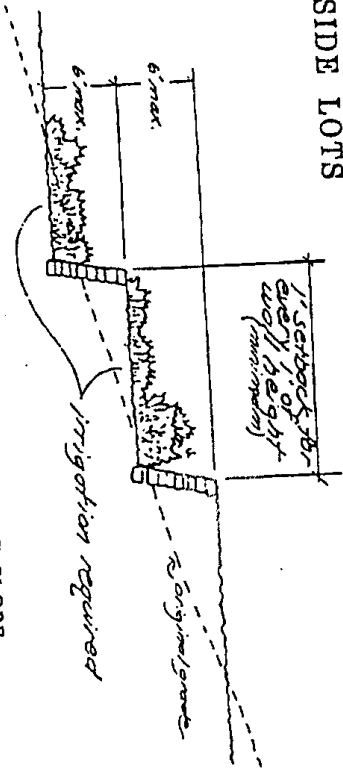
Elevation

No dwelling should be designed until the elevation representing the maximum height of the structure has been established by the A.C.C.

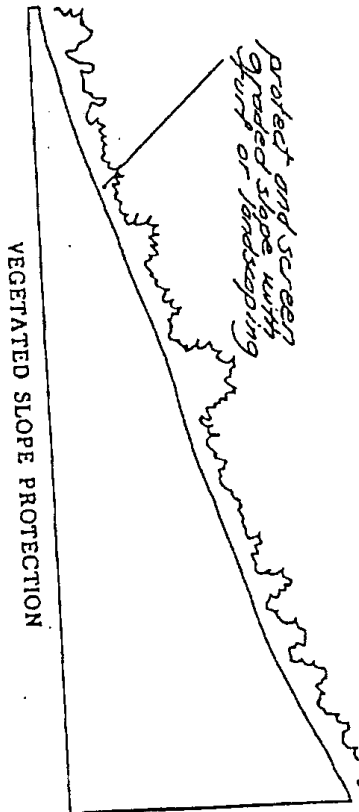
If the lot slope is greater than 20%, an engineering topographic survey must be made before permissible building elevation is determined.

A.C.C. may require a ridge pole to be set representing the maximum height of the proposed dwelling. See sketch on page 36.

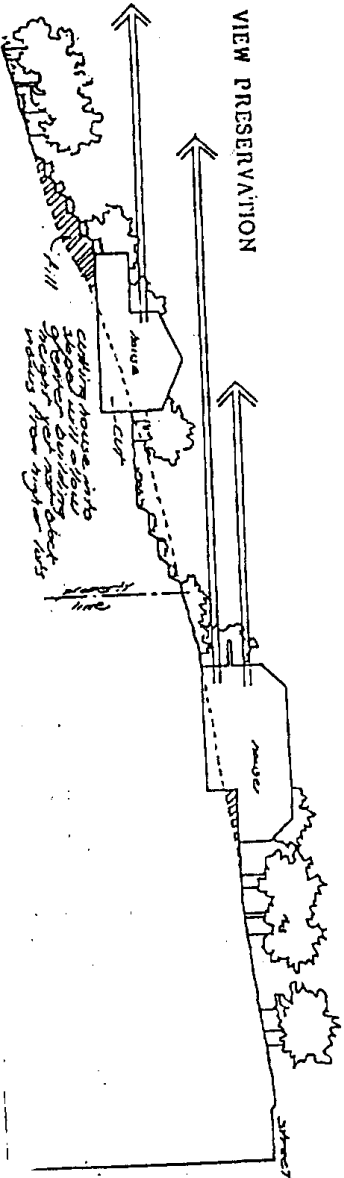
A.C.C. height approval void if construction has not started within 180 days of approval date.



RETAINING WALLS TO PROTECT SLOPE



VEGETATED SLOPE PROTECTION



VIEW PRESERVATION

HILLSIDE LOTS

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Grades

Driveways: Maximum slope 13%
Sidewalks: Maximum slope 5%

Grading, Landscaping, and Screening

Site grading and drainage plan must be approved.

Total area graded exclusive of roofed structures will not be greater than 10% of lot.

Fill and cut slopes must be adequately stabilized with vegetation or retaining walls as the conditions warrant.

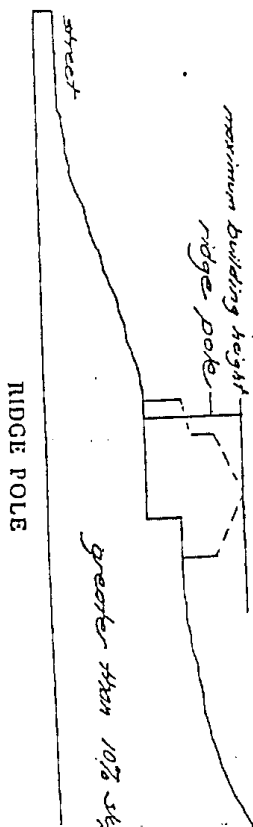
No exposed fill material visible from common properties or another lot. Fill areas must be sodded or otherwise landscaped.

Retaining walls must not exceed 6 feet at property line.

Additional retaining walls will be set back one foot horizontally for every one foot in height above the first wall (minimum).

Area between walls must be landscaped and irrigated.

Retaining walls are to be provided along all road cuts unless such cuts result in a stable rock face. Such cuts may remain natural.



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 hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

DEC 23 1997



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

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

On Dec 19 1997

At 4:46pm

Receipt #: 89220
Recording: 67.00
Doc/Mgmt: 6.00

Doc/Num : 97- 0179858

Deputy -Deborah Greiner

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARSON OR PHOTO COPY, DISCOLORED PAPER, ETC.

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