

**DECLARATION OF PROTECTIVE COVENANTS
FOR
LUCCHESI VILLAGE**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Declaration of Protective Covenants for Lucchesi Village (this "***Declaration***") is made on this 14th day of November, 2017, by and among Agora Assets, LC, a Texas limited liability company ("***Agora***"), The Dominion Homeowners Association, Inc., a Texas non-profit corporation (the "***Association***"), and all of the current owners ("***Current Owners***") of Lots (as defined below) within that certain approximately 17.211 acre tract of land (the "***Property***") located in the City of San Antonio, Bexar County, Texas, described and depicted on that certain plat recorded in Volume 9721, Pages 153-170, of the Deed and Plat Records of Bexar County, Texas (the "***Plat***").

A. On or around September 30, 1987, the Property was part of an approximately 69.197 acre tract of land (the "***Moorman Tract***") that was described in Exhibit "A" of, and encumbered by, that certain Declaration of Restrictive Covenants recorded in Volume 4145, Page 1928 of the Official Public Records of Bexar County, Texas (the "***Moorman Declaration***").

B. On or around September 30, 1987, the Moorman Tract was subjected to the terms and provisions of that certain Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 2956, Page 61 in the Official Public Records of Bexar County, Texas (the "***Umbrella Declaration***") governing The Dominion Planned Unit Development ("***The Dominion PUD***") pursuant to that certain Certificate of Annexation to Declaration of Covenants, Conditions, Easements, and Restrictions for The Dominion Planned Unit Development, recorded in Volume 4145, Page 1911 in the Official Public Records of Bexar County, Texas.

C. On or around August 17, 2005, the Property was subjected to the terms and provisions of that certain Declaration of Protective Covenants for Independence Village at the Dominion, recorded as Document No. 20050188530, in the Official Public Records of Bexar County, Texas (as amended by that certain First Amendment to Declaration of Protective Covenants for Independence Village at the Dominion, filed on or around September 29, 2016 and recorded in Volume 18128, Page 916, as Document No. 20160196671 in the Official Public Records of Bexar County, Texas, the "***Independence Village Covenants***").

D. The Independence Village Covenants provided for a reduction of assessments due to the Association for those portions of the Property located outside the boundaries of the main security facilities serving The Dominion PUD ("***Dominion Secured Perimeter***").

E. On or around July 27, 2012, a portion of the Property was subjected to a condominium form of ownership ("***Condominium Regime***") in accordance with the provisions of Chapter 82 of the Texas Property Code pursuant to that certain Declaration of Dominion Hills a Condominium, recorded in Volume 15611, Page 2018, as Document No. 20120143918 in the Official Public Records of Bexar County, Texas (the "***Condominium Declaration***").

F. On or around March 21, 2014, a portion of the Property was subjected to that certain Declaration of Protective Covenants (R/A Dominion Tract), recorded in Book 16597, Page 1473,

as Document No. 20140044916 in the Real Property Records of Bexar County, Texas (as amended several times and then amended and restated in its entirety by that certain Amended and Restated Declaration of Protective Covenants (R/A Dominion Tract) dated September 29, 2016, and recorded as Book 18128, Page 559, as Document No. 20160196619 in the Real Property Records of Bexar County, Texas (collectively the "*R/A Dominion Declaration*").

G. In conjunction with being subject to the Umbrella Declaration, the Property was subjected to The Dominion Amendment and Restatement to Community Manual recorded as Document No. 20130171326 of the Official Public Records of Bexar County, Texas (as amended, the "*Community Manual*").

H. The Moorman Declaration was terminated with the execution and recording of that certain Termination of Declaration of Restrictive Covenants, recorded as Document No. 20140044818 in the Official Public Records of Bexar County, Texas.

I. Upon termination of the Moorman Declaration, (i) the Property remained encumbered by the Umbrella Declaration, Community Manual, and Independence Village Covenants; and (ii) a portion of the Property remained encumbered by the Condominium Declaration and subject to the Condominium Regime, and (iii) a portion of the Property remained encumbered by R/A Dominion Declaration.

J. The Independence Village Covenants were terminated with the execution and recording of that certain Termination of Declaration of Protective Covenants, recorded as Document No. 20170225343 in the Official Public Records of Bexar County, Texas. The Condominium Declaration and Condominium Regime were terminated and the Plat was approved and authorized to be recorded in the Deed and Plat Records of Bexar County, Texas with the execution and recording of that certain Termination of Declaration of Dominion Hills Condominium, recorded as Document No. 20170225342 in the Official Public Records of Bexar County, Texas. The Independence Village Covenants, the Condominium Declaration and the Condominium Regime are of no further force or effect.

K. By this Declaration, the Property is being removed from the terms and provisions of the R/A Dominion Declaration and will no longer encumbered by the R/A Dominion Declaration.

L. Agora and the Association and the Current Owners have agreed that in lieu of the Independence Village Covenants, the R/A Dominion Declaration, the Condominium Declaration and the Condominium Regime, this Declaration should be recorded and encumber the Property to (i) create and carry out a uniform plan for the improvement, development, and sale of the subdivided Lots situated in the Property which shall hereafter be known as "Lucchese Village", and (ii) locate the Property inside the boundaries of the Dominion Secured Perimeter.

Now, Therefore, in consideration of the above premises, and for the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I DECLARATION AND DEFINITIONS

1.1 Declaration. The Property which shall hereafter be known as "Lucchese Village" shall be held, sold, conveyed and occupied subject to the following restrictions and covenants, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

1.2 Definitions. The terms in this Section 1.2 shall have the following meanings when used in this Declaration. All capitalized terms used in this Declaration and defined in other provisions of this Declaration shall have the meanings assigned to such terms in this Declaration.

1.2.1 "ACC" shall mean the Architectural Control Committee of the Association.

1.2.2 "*Common Properties*" shall mean the properties to be owned and maintained by the Association for the common use and enjoyment of its respective members.

1.2.3 "*Development Committee*" shall mean the Development Committee of the Association.

1.2.4 "*Dwelling*" shall mean a family residence constructed on a Lot within the Property. In the event that the Improvements on a Lot constitute a duplex, the "Dwelling" will be considered to incorporate both adjoining residential units.

1.2.5 "*Improvements*" shall have the meaning set forth in the Umbrella Declaration.

1.2.6 "*Lot*" shall mean any lot, plot, parcel, or tract of land shown on the Plat, with the exception of the Common Properties. A "Lot," as shown on the Plat, may split a duplex unit, with the result being that an Owner may be the owner of a portion of a Dwelling.

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

ARTICLE II RESTRICTIONS

2.1 Permitted Land Use. All Lots on the Property shall be used for single-family residential purposes only; provided, however, that any duplex-style Dwellings that exist as of the date of this Declaration, as shown on the Plat, shall be permitted. One 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 Improvements on adjacent Lots unless such adjacent Lots are combined pursuant to Article XXXIII herein.

2.2 Prohibited Land Uses. No Owner shall occupy or use their Lot 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, their family, guests, tenants, and servants. In no event shall an Owner use his or her Lot for the operation of a business.

2.3 Building Material. No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence 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 completion.

2.4 Removal from the R/A Dominion Declaration. As permitted by Article II of the R/A Dominion Declaration, Agora and the Association hereby agree that, from and after the date hereof, the Property is removed from the terms and provisions of the R/A Dominion Declaration and no longer encumbered by the R/A Dominion Declaration.

2.5 Subject to the Umbrella Declaration. Pursuant to that certain Certificate of Annexation to Declaration of Covenants, Conditions, Easements, and Restrictions for The Dominion Planned Unit Development, recorded in Volume 4145, Page 1911, in the Official Public Records of Bexar County, Texas, the Property is subject to all of the terms and provisions of the Umbrella Declaration. The Umbrella Declaration governs the use of the Lots and Improvements constructed thereon. Reference is made to the Umbrella Declaration for a more particular description of the rights and obligations contained therein. Each Lot is required to pay assessments to the Association in accordance with the Umbrella Declaration.

2.6 Dominion Secured Perimeter. It is hereby acknowledged and agreed that the Property will be located inside the boundaries of the Dominion Secured Perimeter.

2.7 Architectural Control. No "Improvements", as that term is defined herein or in the Umbrella Declaration, may be erected, placed, installed, modified or replaced on any Lot in the Property without first complying with the ACC requirements set forth herein or in the Umbrella Declaration and/or the Community Manual, the applicable terms and provisions of such Umbrella Declaration and Community Manual being incorporated herein by reference, including, but not limited to the obtaining of prior approval of the ACC for preliminary design plans and final plans and specifications for such Improvements and the obtaining of building permits and certificates of occupancy at the appropriate times. Nothing herein shall be construed to waive the requirement that all Improvements on each Lot be approved by the ACC according to their customary approval requirements and process, and to be in compliance with all rules and regulations set forth by the Board of Directors of the Association.

2.8 Rentals. Any rental of any home or improved Lot in the Property must be for a minimum initial term of at least six (6) months, unless otherwise approved by the Board of Directors; and no portion of a Lot (other than the entire Lot) may be rented. All leases shall comply with any rental requirements and/or policies set forth in the Community Manual.

ARTICLE III COMMON PROPERTIES

3.1 Title to Common Properties. Common Properties, if any, shall be deeded in fee to the Association free and clear of any liens or other encumbrances.

3.2 Maintenance of the Common Properties. Maintenance of all Common Properties on the Property will be the sole responsibility of Agora until such time as the following conditions (the

"*Turnover Conditions*") have been met, at which time the Association shall assume maintenance of the Common Properties:

3.2.1 The Association has verified an adequate level of reserves established for repairs and maintenance of the Common Properties, such amount to be assigned to the Association upon the transfer of the Common Properties; and

3.2.2 The Association has verified the condition of the Common Properties as provided hereafter.

3.3 Turnover Conditions. Agora shall send written notice to the Association when the Turnover Conditions have occurred. A representative of the Association will inspect the Common Properties to determine their state of repair and maintenance within thirty (30) days of receiving notice from Agora. The Association shall send a punch list of items to be repaired or replaced by Agora, at Agora's sole cost and expense, prior to the acceptance of maintenance responsibility by the Association. Agora shall correct the items on the punch list, at Agora's sole cost and expense, within ninety (90) days of receiving the punch list from the Association. After Agora corrects the items on the punch list to the reasonable satisfaction of the Association, then the Association will issue a letter accepting maintenance responsibility for the Common Properties and Agora shall convey such Common Properties to the Association. Until all Turnover Conditions above have been met, the Association shall have absolutely no responsibility for the maintenance, upkeep, or repair of the Common Properties. Thereafter, the Association shall be responsible for the maintenance, upkeep, and repair of such Common Properties. Until the Turnover Conditions are satisfied, Agora, at its sole cost and expense, shall maintain the Common Properties in a safe, sightly, good, and functional condition and consistent with other property owned and maintained by the Association including, but not limited to, mowing the grass on the same intervals (not to exceed one time per week) as the Association.

ARTICLE IV ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Subject to Section 4.2 and Section 4.4 of this Declaration, Agora and the Current Owners, for each Lot owned by them within the Property, hereby covenant and agree, and each Owner of any such Lot by acceptance of a deed therefor shall be deemed to covenant and agree to pay assessments to the Association to be fixed, established, and collected from time to time in accordance with the Umbrella Declaration. All such assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, shall also be the personal obligation of the person which was the Owner of such Lot at the time the obligation accrued.

4.2 Date of Commencement of Assessments. The assessments for a Lot in the Property provided for herein shall commence on the earlier to occur of the date: (i) of sale of such Lot by Agora to a third party; or (ii) Improvements have been constructed on such Lot and are being occupied and used for residential purposes.

4.3 Exemption from Assessments. No assessments shall be imposed on any of the Common Properties.

4.4 Reduced Assessments Prior to Conversion. Until such date that is sixty (60) days from the date that the security gate located on Independence Village Drive is closed for regular vehicular access

and Owners commence use of the main security entrance on Dominion Drive to access the Property through the opening of the emergency security gate located on Brenthurst Drive (the "*Conversion*"), the provisions of Article V of the Independence Village Covenants (providing for a reduction of assessments due to the Association for those portions of the Property located outside the boundaries of the Dominion Secured Perimeter) shall continue to control with respect to assessments due to the Association notwithstanding any termination of the Independence Village Covenants. After the consummation of the Conversion, any reduction in assessments due to the Association contained within the Independence Village Covenants will no longer be applicable to the Property.

ARTICLE V TEMPORARY STRUCTURES

No structure of a temporary character - trailer, tent, shack, garage, barn or other outbuildings - shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be connected to utilities situated within a Lot. No Dwelling previously constructed elsewhere may be moved on any Lot on the Property. 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, manufactured home, modular home, or structure of a similar type known by another name in the future 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 VI DWELLINGS AND OUTBUILDINGS

6.1 No Dwelling may exceed (i) thirty (30) feet in height as measured from the top of the foundation slab of the Dwelling to the ridge line of the roof of the Dwelling or (ii) two (2) stories above street level.

6.2 The total floor area of the main structure of any Dwelling shall not be less than one thousand seven hundred square feet (1,700 sq. ft.). This area shall be exclusive of open porches, breezeways, carports, garages and other outbuildings or areas of a similar nature that are typically not air-conditioned.

6.3 The front elevation (including flipped or reversed) of all Dwellings must be different from the front elevations of the Dwellings (i) on adjacent Lots, (ii) on Lots directly across the street (facing front of the Dwelling), and (iii) on Lots diagonally across the street (facing front of the Dwelling).

6.4 The landscape layout, roof design and structural planters for each Dwelling must be different from those of all of the following Dwellings (i) on adjacent Lots, (ii) on Lots directly across the street (facing front of the Dwelling), and (iii) on Lots diagonally across the street (facing front of the Dwelling).

6.5 Dwellings not conforming to these requirements must request and obtain a written variance in advance from the ACC, which the ACC at its sole discretion may grant or deny.

6.6 Notwithstanding any of the foregoing criteria, the plans and specifications for all Improvements constructed on a Lot must be approved in writing and in advance by the ACC. Inclusion of the foregoing items on plans and specifications does not guarantee approval by the ACC.

6.7 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 ACC.

ARTICLE VII DUPLEXES

7.1 Duplex Boundary. The boundary for each duplex Lot shall be as shown on the Plat. Where two Owners own the same Dwelling, the ownership shall be deemed to be divided along the demising wall so that each Owner shall be deemed to own the face of the interior demising walls of the Dwelling, all the way to the point that is half-way through the space between such demising wall, from the foundation of the Dwelling up to the exterior of the roof face.

7.2 Shared Amenities. In the event that two Owners own separate Lots, but occupy one duplex-style Dwelling, such Owners shall share the use of (a) any pipes, and components that serve both Lots, (b) paved walkways leading to the Dwelling, (c) covered porches located on the Dwelling, (d) the roof of a Dwelling, (e) the foundation of a Dwelling, and (f) any other shared portion of a duplex-style Dwelling that is used by both Owners (the "*Shared Amenities*"). All costs for maintenance, replacements, and repairs of any Shared Amenities shall be allocated pro rata between such Owners, based on each Owner's square footage ownership of the Dwelling. In the event that any Owner intends to perform maintenance on any of the Shared Amenities, such Owner shall provide the adjacent duplex-owner with prior written notice of such maintenance and the allocation of costs attributable to such maintenance for which an Owner is seeking cost-sharing or reimbursement. The parties shall work together in good faith to agree on necessary maintenance, repairs, or replacement and the costs related thereto. In the event of any dispute as to the necessity or cost of maintenance, repairs, or replacements of the Shared Amenities, the Owners of the duplex-style Dwelling shall submit such dispute to the Board of Directors of the Association, whose decision shall be binding on such Owners. Notwithstanding the foregoing, an Owner shall be responsible for all costs associated with maintenance, replacement, or repairs that are necessitated by the intentional or negligent acts or omissions of such Owner or its family, guests, tenants, or servants.

7.3 Easements. Each Owner of a duplex-style Dwelling shall have a nonexclusive easement for the use and enjoyment of the Shared Amenities and for ingress, egress, and support over and through the Shared Amenities. These easements shall be appurtenant to and shall pass with the title to each Lot. Any alterations to a Lot shall not adversely impact an Owner's rights to the Shared Amenities.

7.4 Insurance. Each Owner has the responsibility to protect himself or herself and to maintain insurance on such Owner's respective Lot, including the Shared Amenities located on such Lot, in order to protect his or her belongings.

ARTICLE VIII WALLS

8.1 Exterior Walls. All exterior walls of Dwellings shall be constructed with 100% masonry or masonry veneer and shall be restricted to those types and colors of masonry material reasonably approved by the ACC. Masonry or masonry veneer includes stucco, brick, stone, and stone veneer.

8.2 Masonry Accents. Masonry trim, caps, corbels, headers, keystones and other similar masonry accents shall be approved by the ACC.

8.3 House Identification Number. Each Dwelling shall have an illuminated house identification number on an exterior wall located as close to the front porch or front courtyard entry as possible and readily visible from the street. It is intended that the house identification number be readily visible at all times to assist emergency vehicles in locating properties when necessary.

ARTICLE IX WALLS, FENCES AND GATES

9.1 All walls and fences on the Property must be approved by the ACC and shall be of the following composition: all masonry; all wrought iron; any combination of wrought iron and/or masonry; or any other material that, in the opinion of the ACC, is compatible with the style of the main Dwelling.

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

9.3 No chain-link fences or wooden privacy fences may be built or maintained on any Lot. No wall or fence shall be greater than six (6) feet in height, unless approved by the ACC.

9.4 All gates shall be solid wood door-type or wrought iron consistent with the architecture of the structures situated on the remainder of the Lot.

9.5 Front courtyard walls are required to be composed of either all masonry or a combination of masonry with wrought iron on the upper portion provided that it is complimentary to the architecture and materials of the Dwelling. Front courtyard walls shall be a minimum of ten (10) feet behind the front property line and a maximum of six (6) feet in height. Notwithstanding the above, the ACC is empowered to grant a variance from the foregoing requirements and otherwise in accordance with the Umbrella Declaration.

9.6 No Owner shall remove or alter in any manner the wrought iron security fence bordering the Property as of the date of this Declaration (the "*Existing Security Fence*") until such time as the Association has provided written notice to the Owners that the Association has determined that the Existing Security Fence is no longer to be utilized as a security fence. After the date of such notice, each Owner shall be entitled to (a) remove such portion of the Existing Security Fence that is located on such Owner's Lot; and (b) build and maintain any replacement wall or fence on such Owner's Lot so long as such replacement wall or fence is approved by the ACC and such building and maintenance is consistent with the terms and provisions of this Declaration. Each Owner of a Lot has the responsibility to maintain the Existing Security Fence located on such Owner's respective Lot. The maintenance of any portion of the Existing Security Fence located on the Common Properties will be the sole responsibility of Agora until such time as the Turnover Conditions have been met, at which time the Association shall assume the maintenance of such portions of the Existing Security Fence.

ARTICLE X PAVED SURFACES

Paved surfaces (including patios, porches, pool decks, stoops, stairs, steps, walkways and driveways): (a) if visible from any adjacent street, shall be colored or stained salt finish textured concrete of a uniform color with tooled joints or exposed aggregate concrete; and (b) if not visible from any adjacent street, may be stone, brick, tile or colored or stained concrete provided that the material and color is approved by the ACC.

ARTICLE XI SIGNS

No signs of any kind shall be displayed to the public view on any Lot including, but not limited to, the displaying of any signs which advertise the Lot or Improvements for sale or lease, except as expressly permitted hereunder. The ACC shall permit signage types similar to those previously approved for model homes within the Property. Other signage must meet the following established standardized sign criteria which permits the displaying of one sign per Lot which is uniform in size, color and the permitted location on a Lot, which such 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, and such sign shall not display the name, logo or phone number of any real estate company or Owner's agent (it can only have the Owner's name, logo and phone number, along with block/lot number). The ACC specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of a Dwelling on 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 XII UTILITY AND DRAINAGE EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat 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 without the prior written approval of the ACC. As a condition precedent to securing such approval of the ACC 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, shall be maintained continuously by the Owner of the Lot, except for those areas for which a public authority or utility company is responsible. Neither Agora, the Association, nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements, except as may be required by State, County or Municipal statutes, ordinances, rules or regulations, or by the Association or by custom and practice of such utility company.

ARTICLE XIII SITE DEVELOPMENT REGULATIONS

Each Dwelling must comply with the following setbacks:

13.1 Front Setback for Front Facing Garages. Dwellings which have front facing garage doors must maintain a minimum setback of twenty (20) feet from the front property line.

13.2 Front Setback for Side Facing Garages. Dwellings which have side facing garage doors must maintain a minimum setback of fifteen (15) feet from the front property line.

13.3 Side Setback. Dwellings must maintain a minimum setback of five (5) feet on each side of the Lot.

13.4 Rear Setback. Dwellings must maintain a minimum setback of ten (10) feet from the rear property line.

13.5 Disputes. The ACC, in its sole discretion, will resolve any disputes related to the side, front or rear Lot line.

ARTICLE XIV MAILBOXES

No mailboxes shall be erected and maintained upon any Lot. A central mailbox shall be provided by Agora and such structure shall have prior approval of the ACC.

ARTICLE XV PARKING AND GARAGES

Each Dwelling shall be provided with a minimum of two and a maximum of four permanent, off-street, garage parking spaces. Three or more car garages shall have no more than two direct load (front facing) garage doors. The ACC may grant a variance to the maximum number of garage parking spaces in certain situations, including the event any Lots are combined pursuant to Article XXXIII herein. Garage door openers shall be required for all garage doors. Interior walls of all garages must be finished [i.e., taped, floated and painted as a minimum]. A minimum of a two car garage must be maintained for storage of automobiles and other vehicles and related purposes. Overnight parking on any street by any Owner is prohibited. Parking regulations as established by the Association from time to time are incorporated herein by reference.

ARTICLE XVI ROOFS

All roof materials for Dwellings shall be either concrete barrel tile, flat concrete tile or metal. Roof vents shall be as inconspicuous as possible and are discouraged where readily visible from the adjacent street. Low slope (visually flat) roofs will be allowed, provided the architectural quality is enhanced by incorporating such an element.

ARTICLE XVII BURGLAR AND FIRE ALARMS

Prior to the issuance of a Certificate of Occupancy by the ACC, each Dwelling must contain, as a minimum, a perimeter (all doors and windows) burglar alarm system. Each Dwelling shall be provided with smoke detectors as stipulated in the ordinances and/or building codes adopted by the City of San Antonio at the time the Dwelling is being constructed. The Association may establish from time to time minimum standards and specifications for the burglar and smoke alarm systems, and make these specifications available to Owners and builders.

ARTICLE XVIII GUTTERING

Dwellings are required to have rain gutters installed on the side of the Dwelling that is on the zero lot line and said guttering must be maintained in functioning order. Where guttering is to be utilized, the type and color must be submitted in advance and approved in writing by the ACC, with downspouts being so situated as to minimize adverse drainage consequences for adjoining Lots.

ARTICLE XIX TREE PROTECTION

Trees on each Lot will benefit all residents in the Property; and, consequently, it is Agora's intent to retain the overall character of the tree massing in the Property. To prevent the unnecessary damage or death to existing trees, Agora, Owners, their architects, and/or builders will be required to comply with the tree care and protection rules that may be promulgated from time to time by the Association. Agora will not engage in mass clearing of trees on Lots, unless required for (1) compliance with the Plat, (2) compliance with drainage requirements, (3) compliance with TCEQ requirements (4) embankment of locally generated excavation materials, (5) local, city, county, state, federal or other governing entity requirement.

ARTICLE XX WINDOW TREATMENTS

No aluminum foil, reflective film, paper, mini blinds or similar treatment shall be placed on windows or glass doors at any time. If any window treatment is installed on windows visible from the street, it shall be equipped with interior wood shutters, blinds with natural tone, or other presentable window treatment. No bars or obstructions intended for use as burglar bars may be placed on the exterior of a Dwelling, including, but not limited to windows and doors unless approved by the ACC.

ARTICLE XXI MODEL HOME

Model homes are allowed on the Property; provided, however, that any model home constructed on a Lot must be approved in advance and in writing by the Association. If a model home is approved by the Association, the Owner of such Lot will not allow or otherwise permit members of the public to access the model home unless the Owner or its designee is present at the model home. Security procedures for entry of public to model homes on the Property must be approved by the Board of Directors of the Association. Unless a variance is granted by the Association, a maximum of two (2) model homes will be permitted at any one time.

ARTICLE XXII MAINTENANCE

22.1 Lot Maintenance. Grass, weeds, shrubs and all vegetation on each Lot shall be kept mowed and trimmed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the Lot and replaced whenever practical. Lawns must be properly maintained, Improvements must be promptly repaired and maintained, and no objectionable or unsightly usage of Lots will be permitted. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot. Any excess materials not needed during construction and any building refuse shall promptly be removed from such Lot. All Lots shall be kept at all times sanitary, healthful, attractive,

and in a safe condition, and the accumulation of garbage, trash or rubbish of any kind therein shall not be permitted.

22.2 Default. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirement or any other reasonable requirements established from time to time by the Association and published to Owners, as provided herein, then in such event Agora and/or the Association may specifically enforce these provisions 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 and replaced with comparable trees, shrubs, and plants. Agora and/or the Association may also, at its option, remove any garbage, trash, or rubbish situated on a Lot in violation of this covenant and make or repair Improvements as deemed required. The Owner of any such Lot shall be obligated to reimburse Agora and/or the Association the cost of any such maintenance or removal or repair upon demand.

ARTICLE XXIII VEHICLES

No trailer, tent, boat, recreational vehicle, all-terrain vehicle (ATV), or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of a Lot readily visible to the street or another Lot, and shall be kept within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot or any of the Common Properties except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily (not to exceed 12 hours) parked for the purpose of serving such Lot.

ARTICLE XXIV NUISANCES

24.1 Offensive Activity. No noxious or offensive activity (at the sole determination and definition of the Association) shall be carried on upon any 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.

24.2 Impairment. No Owner shall do any act or any work that will impair the structural soundness or integrity of another Dwelling or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect any other Dwelling or Owners on the Property. No blasting shall be conducted on any Lot.

24.3 Lighting. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to any neighboring property or does not comply with the City of San Antonio Dark Sky Lighting Ordinance (except reasonable security, landscape, or tennis court lighting that has approval of the Association and is compliant with the City of San Antonio Dark Sky Lighting Ordinance). Upon being given notice by the Association that any such lighting is objectionable, the Owner shall take all necessary steps to properly shield same in a manner that affords consideration to those Lot Owners disturbed thereby or remove the same.

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

ARTICLE XXV REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall at all times be kept in screened receptacle areas meeting the standards and criteria established by the Association, and in no event shall any garbage or trash containers be placed on any Lot within the view of any street or other Lot. No trash, ashes, or other refuse may be thrown, dumped or burned on any vacant Lot, greenbelt, or other area on the Property. Trash enclosures shall be provided and constructed of the same materials as exterior walls of the Dwelling, must be able to house one (1) 96 gallon container, and so designed as to their users and collectors in a manner approved by the Association. Trash enclosure gates shall be wrought iron with solid metal panels to obscure trash and containers from view. Solid gates of other materials may be accepted by the Association if approved in advance and in writing by the Association. No trash enclosures or other screened receptacle areas for trash shall be erected, installed, or placed on any Lot without the prior written approval of the ACC.

ARTICLE XXVI ANIMALS

No sheep, goats, horses, cattle, swine (including potbellied pigs), poultry, snakes, livestock, or other animals of any kind shall ever be raised, kept, bred, or harbored on any portion of the Property, except that dogs, cats, or other common household pets (not to exceed a total of three (3) adult animals (adult animal for the purposes of these covenants is an animal which is one (1) year of age or older) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a Dwelling 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. It is intended that all animals be primarily contained within a Dwelling and any animal enclosure shall not be readily visible from the street.

ARTICLE XXVII 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 XXVIII INDIVIDUAL WATER AND SEWAGE SYSTEMS

No individual water supply system or sewage disposal system shall be permitted on any Lot, including, but not limited to, water wells, cesspools, or septic tanks. No rainwater collection and storage systems shall be erected, installed, or placed on any Lot without the prior written approval of the Association.

ARTICLE XXIX

RADIO OR TV ANTENNA AND SOLAR PANELS

29.1 Radio and TV Antenna. No radio or television aerial wires, towers, antennae, discs, satellite dishes, microwave receptors, 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 Association.

29.2 Solar Panels. All installations of solar panels and other similar apparatus shall comply with the requirements set forth in the Community Manual.

ARTICLE XXX CONSTRUCTION TRAILERS

Agora may place a construction trailer on the Property for its use during construction of Improvements and homes. In addition, with the advance approval of the Association, builders may place construction trailers on their Lots during construction of homes provided there are no more than a total of three construction trailers placed on the Property at any one time. The only builders that will be allowed to place construction trailers on the Property are those that have committed to purchasing multiple Lots with the intent of an ongoing building program. Construction trailers placed by a builder and approved by the Association will be allowed to remain until such builder no longer owns a Lot on the Property.

ARTICLE XXXI ATHLETIC FACILITIES

Basketball goals and/or backboards, play equipment, swings, trampolines, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot on the Property where same would be readily visible from the street or an adjoining Lot without the prior written consent of the Association. Tennis courts and sports courts shall only be permitted with the prior written approval of the Association.

ARTICLE XXXII LANDSCAPING AND IRRIGATION

Landscaping plans and specifications for each Lot must be submitted to the ACC and approved in writing by the ACC prior to installation. All Lots with Dwellings located thereon must be irrigated by sprinkler systems approved by the Association and in accordance with the irrigation plan approved by the Association. In all such systems, a pressure type vacuum breaker or double check valve backflow preventer, as approved by the water provider for the Property, must be installed to prevent contamination of the domestic water supply for the Property. All such equipment shall comply with all applicable codes, rules and regulations of the City of San Antonio and any other entity entitled by law to establish such codes, rules, and regulations. Any landscaping and irrigation required by the plans and specifications approved by the ACC must be fully installed on a Lot within one hundred twenty (120) days from the first occupancy of the Dwelling situated on such Lot in accordance with the landscape plan approved by the ACC. 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 ACC. Landscaping and irrigation systems shall be fully installed and operable as per approved final plans for front, rear and side setback areas as well as any private open space areas visible from adjacent streets prior to the issuance of a Certificate of Occupancy. Any areas proposed to be left natural landscaped areas must be specifically approved in writing by the ACC. The

ACC shall have the right to impose reasonable landscaping and irrigation requirements consistent with the requirements of this Declaration.

ARTICLE XXXIII SUBDIVISION OR COMBINATION OF LOTS

No further subdivision of platted Lots on the Property shall be permitted. An Owner may, however, combine or integrate adjacent Lots into one Dwelling and landscaped area, provided that such combination is approved in advance in writing by the Association. No more than two (2) adjacent Lots may be combined or integrated. If adjacent Lot(s) are landscaped and made part of one Dwelling, all such Lots joined together will be combined into one Lot and deemed to be one Lot for purposes of voting or any allocation of assessments (regular or special). If additional Lot(s) owned by an Owner are not adjacent or are left unimproved as separate Lots, such Lots shall be treated for purposes of voting or of any allocation of assessments (regular and special) as separate Lots.

ARTICLE XXXIV VISUAL ACCESS AT INTERSECTIONS

To allow for adequate sight distance at all street and alley intersections within the Property, no structures, walls, or vegetation that could restrict a "visual access corridor", defined herein as an area between two feet and six feet above the ground, shall be permitted. This corridor is defined by a triangle created at a street corner by the intersection of property line projections and points twenty-five feet back from said intersection. Visual access shall also be provided for the driver of a vehicle backing out of an individual Lot onto an adjacent alley in a manner approved by the ACC.

ARTICLE XXXV 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 Lot which is not in compliance with the requirements contained herein or in the Umbrella Declaration, 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. Non-compliant 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 Agora, the Association, or any Owner to enforce the terms of this Declaration or of the Umbrella Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XXXVI ENFORCEMENT

If the parties hereto, or their heirs, successors, lessees or assigns, shall violate or attempt to violate any of the covenants herein contained or in the Umbrella Declaration, it shall be lawful for any person or persons owning a Lot situated on the Property, or Agora, or its assigns, or the Association, without requirement of joinder of the other, to prosecute any proceedings at law or in equity against the person or persons

violating or attempting to violate any such covenants, and either (1) prevent him or them from so doing, (2) recover damages for such violations, and (3) recover court costs and reasonable attorney's fees. Agora, for itself, its successors or assigns, reserves the right to enforce these protective covenants, though it may have previously sold and conveyed all subdivided Lots on the Property. Neither Agora nor the Association shall ever be under any obligation to enforce the terms of this Declaration or the terms of the Umbrella Declaration, and any failure to enforce shall never give rise to any liability whatsoever on the part of Agora, Agora's successors or assigns, the Association or its Board of Directors. The reservation by Agora of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Agora shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any restriction herein contained or in the Umbrella Declaration. Further, if the Board of Directors of the Association determines that the service of an attorney and/or collection agent are appropriate for use in seeking compliance, but suit is not brought, the Association shall be entitled to recover, from the member violating this Declaration or the Umbrella Declaration the reasonable costs of services of any attorney and/or collection agent, relating to the violation. The foregoing provision for recovery of costs, expenses and attorney's fees shall be deemed to have been agreed to by the owner(s) of any Lot covered hereby by acceptance of conveyance of other transfer of title to such Lot.

ARTICLE XXXVII INVALIDATION

The invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XXXVIII NON-JUDICIAL FORECLOSURE

38.1 Special Deed of Trust. To secure the payment of assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein and in the Umbrella Declaration, 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 assessments when due, or if an Owner fails to perform any of the obligations under or maintain any condition required by this Declaration or the Umbrella 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, the cost of any obligations so performed, 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.

38.2 Remedies. 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:

38.2.1 Request the Trustee appointed herein, or his/her 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

38.2.2 Purchase the Lot at any foreclosure sale by offering the highest bid and have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the Association.

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

38.3.1 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; and

38.3.2 Sell and convey the Lot to the highest bidder for cash with a special warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and

38.3.3 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.

38.4 Trustee. Robert D. Burton, attorney at law, is appointed Trustee for the purpose of enforcing covenants, conditions and restrictions imposed by this Declaration, and also for the collecting of all assessments authorized herein. The Association, as beneficiary, may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.

38.5 Rent. 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.

38.6 Compliance. It is the intent of the provisions of this Article 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.

38.7 Superior Lien. Any liens created by this Article shall be superior to all other liens and charges against any Lot covered hereby except only for tax liens and all sums secured by a first-priority mortgage or deed of trust lien of record, securing in either instance sums borrowed for the acquisition or improvement of the Lot in question.

ARTICLE XXXIX ASSESSMENT BY AWARD OR JUDICIAL DECREE

In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration or within the Umbrella Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the Decree to the Association shall also constitute an assessment, payable by the Owner(s) of the Lot, which shall likewise "run with the land".

Failure to pay assessments imposed under this Article shall constitute an event that may give rise to the remedies provided in Article XXXVIII herein.

ARTICLE XXXX RESERVATION OF RIGHTS

Agora shall have and reserves the right at any time, and from time to time, to amend this Declaration, by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not materially impair or affect the vested property or other rights of any Owner or his mortgagee. However, any amendment proposed by Agora pursuant to this Article shall require the joinder or consent of the Association, acting through a majority of its Board of Directors, which approval shall not be unreasonably withheld. The Association may specifically waive its joinder by a written, recorded instrument. No other joinder or consent shall be required.

ARTICLE XXXXI AMENDMENT

At any time the Owners of the legal title to seventy percent (70%) of the Lots within the Property may amend this Declaration by filing an instrument containing such amendment in the office of the County Clerk of Bexar County, Texas; except that, prior to the conveyance of the last Lot on the Property to a third party buyer, no such amendment shall be valid or effective without the written joinder of Agora. No Amendment shall be effective without the joinder or consent of the Association, acting through a majority of its Board of Directors, which approval shall not be unreasonably withheld. The Association may specifically waive its joinder by a written, recorded instrument. No amendment to this Declaration will purport to withdraw the Property or any Lot from the jurisdiction of the Association without the advance written approval of the Association, acting through a majority of its Board of Directors.

ARTICLE XXXXII NOTICE

Whenever written notice to an Owner (or Owners) is permitted or required hereunder, such notice shall be given by the mailing of such notice 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 placing same in the United States mail, properly addressed, whether received by the addressee or not.

ARTICLE XXXXIII TITLE

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 XXXXIV 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 that is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

ARTICLE XXXXV 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 reference.

ARTICLE XXXXVI 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.

ARTICLE XXXXVII BUILDING CODES

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

ARTICLE XXXXVIII FIREARMS, PROJECTIONS, AND WEAPONS

The discharge of any firearms, including BB guns and pellet guns, within the Property or adjacent lands owned in whole or in part by Agora is strictly prohibited and each Owner shall ensure that their guests and family members do not violate such prohibition. Additionally, use of any bow and arrow, slingshot, or other launching or catapulting device is prohibited.

ARTICLE XXXXIX SIDEWALKS

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

ARTICLE XXXXX MISCELLANEOUS

50.1 Term. This Declaration shall be effective commencing on the date of recordation in the Real Property Records of Bexar County, Texas, and shall continue and remain in effect in perpetuity until and unless this Declaration is modified, amended, canceled or terminated as herein provided.

50.2 Counterpart Execution. This Declaration may be executed in several counterparts, each of which shall be fully executed as an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first set forth above.

AGORA:

AGORA ASSETS, LC,
a Texas limited liability company

By: _____

Name: ANTONIO BRUNET

Title: CEO

STATE OF TEXAS

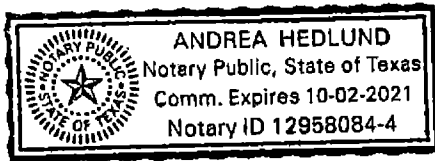
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§

COUNTY OF BEXAR

§

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 12 day of November 2017, by Antonio Brunet, the CEO of Agora Assets, LC, a Texas limited liability company, on behalf of said entity.



Notary Public, State of Texas

(Name - Typed or Printed)

(Date Commission Expires)

ASSOCIATION:

THE DOMINION HOMEOWNERS
ASSOCIATION, INC.,
a Texas non-profit corporation

By: *Rob McDaniel*

Name: ROB MCDANIEL

Title: GENERAL MANAGER

STATE OF TEXAS

§

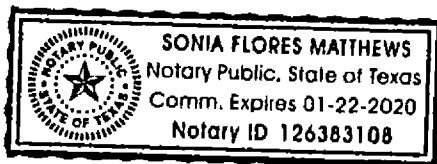
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COUNTY OF BEXAR

§

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 13 day of November, 2017, by Rob McDaniel the General Manager of The Dominion Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]



Sonia F. Matthews
Notary Public, State of Texas

Sonia F. Matthews
(Name - Typed or Printed)

01/22/2020
(Date Commission Expires)

After Recording Return To:

Robert D. Burton.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

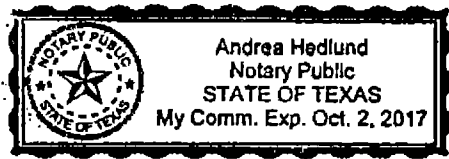
PC #101
#104
#105
#109
#111
#146

CURRENT OWNERS:

By: *Otho Welsh*
Name: OTHO WELSH
Title: OWNER

STATE OF Texas §
COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 1 day of September, 2017, by Otho Welsh



Andrea Hedlund
Notary Public, State of Texas
Andrea Hedlund
(Name - Typed or Printed)
Oct 2, 2017
(Date Commission Expires)

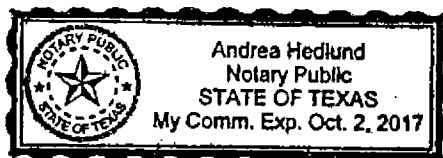
CURRENT OWNERS:

Shyamala Rao

By: Shyamala Rao
 SHYAMALA RAO
 Name: SHYAMALA RAO
 Title: owner #102

STATE OF Texas §
 COUNTY OF Bexar §
 §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 23 day of August, 2017, by Shyamala Rao

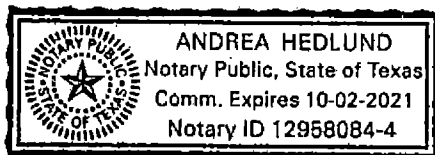


Andrea Hedlund
 Notary Public, State of Texas

Andrea Hedlund
 (Name - Typed or Printed)

Oct 2, 2017
 (Date Commission Expires)

CURRENT OWNERS:

Block 50 Lot 3By: [Signature]Name: Hernan Welsh MartinezTitle: Owner 103STATE OF Texas §COUNTY OF Bexar §ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 4 day of October, 2017, by Hernan Welsh Martinez.[Signature]
Notary Public, State of TexasAndrea Hedlund
(Name - Typed or Printed)Oct 2 2021
(Date Commission Expires)

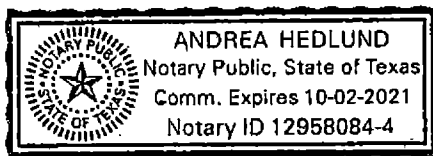
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CURRENT OWNERS:

By: [Signature]
Name: Antonio Brunet
Title: CEO

STATE OF Texas §
COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 8 day of November, 2017, by Antonio Brunet.



[Signature]
Notary Public, State of Texas
Andrea Hedlund
(Name - Typed or Printed)
Oct 2, 2021
(Date Commission Expires)

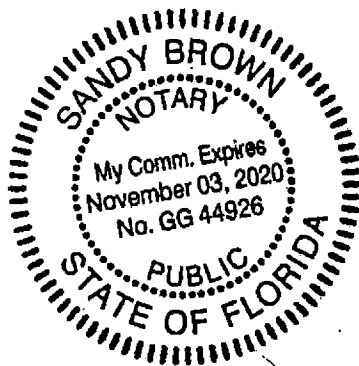
CURRENT OWNERS:

WILSON EUGENE BURGESS LIVING TRUST

By: Wilson Eugene Burgess
Name: WILSON EUGENE BURGESS
Title: TRUSTEE

STATE OF Florida §
§
COUNTY OF Sumter §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 25th day of August, 2017, by Sandy Brown Notary Public.



[Signature]
Notary Public, State of ~~Texas~~ Florida
Sandy Brown
(Name - Typed or Printed)
November 03, 2020
(Date Commission Expires)

CURRENT OWNERS:

W E Burgess
Wilson Eugene Burgess Living Trust
Steven E. Burgess - Trustee

By: W E Burgess
Name: Steven E Burgess
Title: Trustee

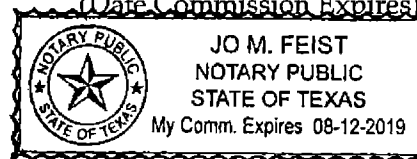
STATE OF Texas §
COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 25 day of
August, 2017, by Steven E. Burgess.

Jo M. Feist
Notary Public, State of Texas

Jo M. Feist
(Name - Typed or Printed)

8/12/2019
(Date Commission Expires)



PC #108
Block 50, Lot 8

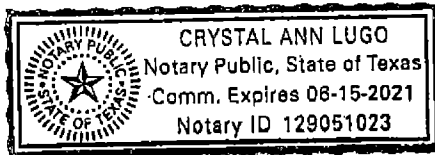
CURRENT OWNERS:

Joe H. Ramon
Berta L. Ramon Berta L. Ramon

By: [Signature]
Name:
Title: OWNERS

STATE OF Texas
COUNTY OF Bexar

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 21 day of August 2017, by Joe H. Ramon and Berta L. Ramon



Crystal A. Lugo
Notary Public, State of Texas
Crystal A. Lugo
(Name - Typed or Printed)
06-15-2021
(Date Commission Expires)

CURRENT OWNERS:

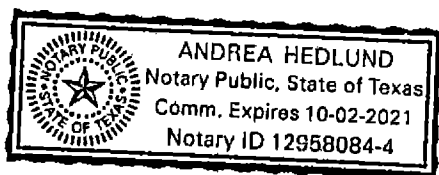
Block 50, Lot 10

By: [Signature]

Name: Leobardo Trevino / ARI Real Estate Inv. LLC.
Title: CEO

STATE OF Texas §
COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 4 day of Oct, 2017, by Leobardo Trevino



[Signature]
Notary Public, State of Texas

Andrea Hedlund
(Name - Typed or Printed)

Oct 2 2021
(Date Commission Expires)

CURRENT OWNERS:

Kenna L. Smith

By: Kenna L. Smith
Name: Kenna L. Smith
Title: owner 112

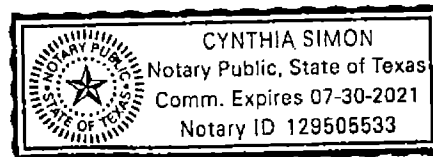
STATE OF Texas §
COUNTY OF Bekar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 21 day of Aug 2017, by Kenna L. Smith.

[Signature]
Notary Public, State of Texas

Cynthia Simon
(Name - Typed or Printed)

July 30, 2021
(Date Commission Expires)



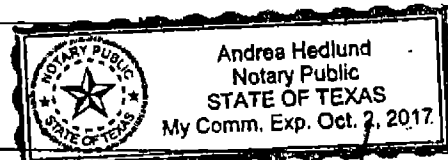
CURRENT OWNERS:

Block 52, Lot 4

By: ROBERT A. BABCOCK
 Name: Robert A Babcock
 Title: OWNER

STATE OF Texas §
 COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 22 day of August, 2017, by Robert Babcock



Notary Public, State of Texas

Andrea Hedlund

(Name - Typed or Printed)

Oct 2, 2017

(Date Commission Expires)

PC
6#116

CURRENT OWNERS:

By: _____

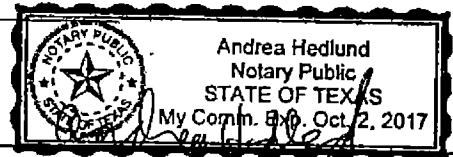
Name: _____

Title: _____

JOSE ANTONIO
OLMEDA PANTOJA

STATE OF Texas §
COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 2 day of
Oct, 2017, by Jose Antonio Olmeda and
Adriana De Alejandro



Notary Public, State of Texas

Andrea Hedlund

(Name - Typed or Printed)

Oct 2 2017

(Date Commission Expires)

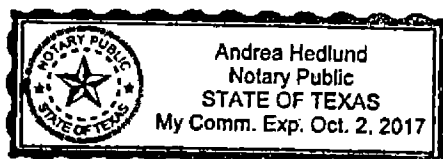
CURRENT OWNERS:

Block 52 Lot 1

By: [Signature]
 Name: SRINATH TAMIRISA
 Title: OWNER, #118

STATE OF Texas §
 COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 23 day of August, 2017, by Srinath Tamirisa



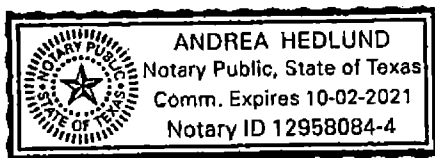
[Signature]
 Notary Public, State of Texas
Andrea Hedlund
 (Name - Typed or Printed)
Oct 2 2017
 (Date Commission Expires)

CURRENT OWNERS:

By: [Signature]
Name: NIROPAMA JAMIRISA
Title: OWNER

STATE OF Texas §
COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 14 day of November, 2017, by Nirupama Jamirisa.



[Signature]

Notary Public, State of Texas

Andrea Hedlund

(Name - Typed or Printed)

Oct 2 2021

(Date Commission Expires)

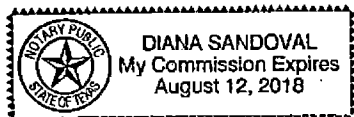
CURRENT OWNERS:

[Signature]

By: Rose Mary Wang-Garcia-Green
Name:
Title:

STATE OF Texas §
COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 23 day of August, 2017, by Rose Mary Wang-Garcia-Green



[Signature]
Notary Public, State of Texas

Diana Sandoval
(Name - Typed or Printed)

8-12-18
(Date Commission Expires)

PC

U# 122 A

U# 132

CURRENT OWNERS:

Unit 122-132

Supacera Real Estate, LLC

By:

Name:

Title:

[Signature]

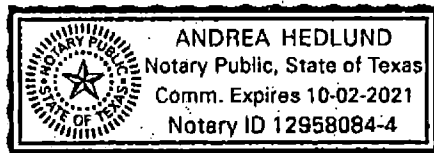
Carlos A. Gutierrez

Vice President

STATE OF Texas

COUNTY OF Bexar

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 2 day of October, 2017, by Carlos A. Gutierrez



[Signature]

Notary Public, State of Texas

Andrea Hedlund

(Name - Typed or Printed)

Oct 2 2021

(Date Commission Expires)

Pct# 123

CURRENT OWNERS:

By: _____

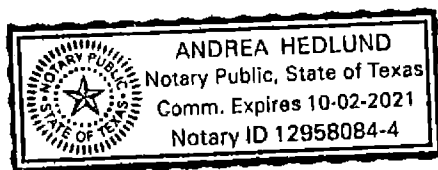
Name: Conjugados y Tre P. Tador S.A de CV / Jorge Salo

Title: Owner / unit 123

STATE OF Texas §

COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 4 day of Nov, 2017, by Jorge Salas



Andrea Hedlund

Notary Public, State of Texas

Andrea Hedlund

(Name - Typed or Printed)

Oct 2 2021

(Date Commission Expires)

PC
U# 124
U# 125

CURRENT OWNERS:

ANA CRISTINA SERRANO

By: Am
Name: ANA CRISTINA SERRANO Am
Title: OWNER UNIT ~~103~~ ~~104~~ 124

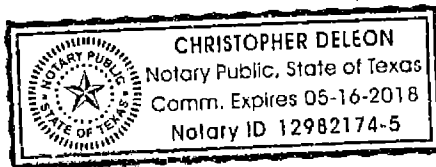
STATE OF Texas §
COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 23 day of
August, 2017, by Ana Cristina Serrano.

Christopher DeLeon
Notary Public, State of Texas

Christopher DeLeon
(Name - Typed or Printed)

5/16/2018
(Date Commission Expires)

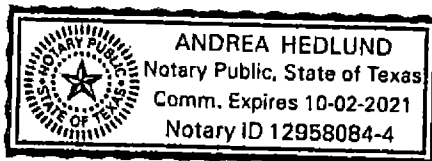


CURRENT OWNERS:

By: Yolanda O.
Name: OWNER #125
Title: YOLANDA CHAVEZ FLOREZ

STATE OF Texas §
COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 14 day of
November 2017, by Yolanda Chavez Flores.



Andrea Hedlund
Notary Public, State of Texas

Andrea Hedlund
(Name - Typed or Printed)

Oct 2 2021
(Date Commission Expires)

PC
UH 127

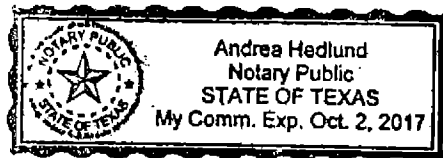
~~EQUINE~~ CURRENT OWNERS:

Plat
Block 52, LOT 20
See attached Unit 127

By: Roxanne Snyder Campos
Name: Roxanne Snyder Campos
Title: Owner

STATE OF Texas §
COUNTY OF Bexar §
§

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 22 day of August, 2017, by Roxanne Snyder Campos



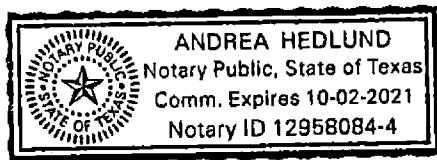
Andrea Hedlund
Notary Public, State of Texas
Andrea Hedlund
(Name - Typed or Printed)
Oct 2 2017
(Date Commission Expires)

CURRENT OWNERS:

By: Jason R. Campos
Name:
Title: JASON R CAMPOS

STATE OF Texas §
COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 14 day of November 2017, by Jason R. Campos.



Andrea Hedlund
Notary Public, State of Texas

Andrea Hedlund
(Name – Typed or Printed)

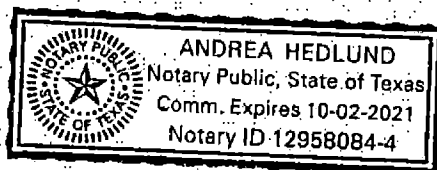
Oct 2, 2021
(Date Commission Expires)

CURRENT OWNERS:

By: [Signature]
Name: Arboretum LLC - Jose Angel Galvan Contru
Title: Owner

STATE OF Texas §
COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 9 day of November 2017, by Jose Angel Galvan Contru



[Signature]
Notary Public, State of Texas

Andrea Hedlund
(Name - Typed or Printed)

Oct 2 2021
(Date Commission Expires)

CURRENT OWNERS:

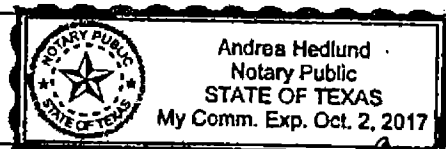
GARY AND AIDA Guillory
Block 52
LOT 16

By: _____
 Name: _____
 Title: _____

[Signature]
 Aida D

STATE OF Texas §
 COUNTY OF Bexar §
 §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 22 day of August, 2017, by Gary and Aida Guillory



Notary Public, State of Texas

Andrea Hedlund

(Name - Typed or Printed)

Oct 2 2017

(Date Commission Expires)

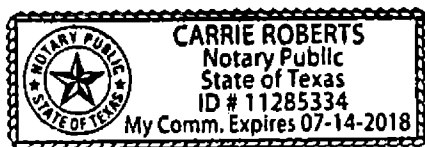
[Signature]

CURRENT OWNERS:

By: Robert C Smallwood Geraldine Smallwood
 Name: ROBERT C SMALLWOOD GERALDINE SMALLWOOD
 Title: Owner 134

STATE OF Texas §
 COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 24th day of August 2017, by Robert C Smallwood & Geraldine Smallwood



Carrie Roberts

Notary Public, State of Texas


Carrie Roberts

(Name - Typed or Printed)

7/14/2018

(Date Commission Expires)

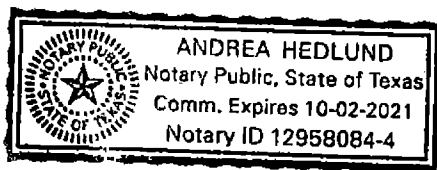
CURRENT OWNERS:


By: 
 Name: Anabella Yarto
 Title: OWNER # 136 unit

STATE OF Texas §

COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 13 day of November, 2017, by Anabella Yarto




 Notary Public, State of Texas
Andrea Hedlund
 (Name - Typed or Printed)
Oct 2 2021
 (Date Commission Expires)

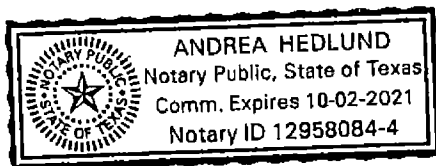
CURRENT OWNERS:

By: R. Villarreal Celina Govez Guerra
Name: Rodrigo Villarreal Fernandez
Title: Celina Govez Guerra
Owner / Unit 138

STATE OF Texas §

COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 4 day of October, 2017, by Rodrigo Villarreal Fernandez.



Andrea Hedlund
Notary Public, State of Texas

Andrea Hedlund
(Name - Typed or Printed)

Oct 2 2021
(Date Commission Expires)

PC.

U# 139

CURRENT OWNERS:

By: 

Name: Rosalind Swart

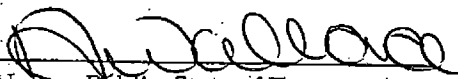
Title: Trustee

STATE OF Michigan §

COUNTY OF Ingham §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 24 day of Aug, 2017, by Rosalind Swart

AUTUMN WALLACE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires: 12/22/2022
Acting in the County of Ingham


Notary Public, State of Texas State of Michigan

A. Wallace
(Name - Typed or Printed)

12-22-2022
(Date Commission Expires)

P.C.
U#141

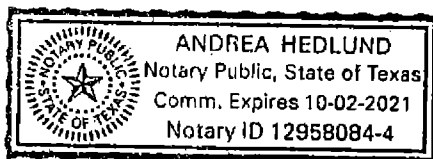
CURRENT OWNERS:

[Signature]

By: /
Name: RAUL ALEJANDRO COSS MICHAUS
Title: OWNER #141

STATE OF Texas §
§
COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 4 day of
Nov, 2017, by Raul Alejandro Coss Michaus.



[Signature]
Notary Public, State of Texas
Andrea Hedlund
(Name - Typed or Printed)
Oct 2 2021
(Date Commission Expires)

Consent and Agreement by Lender

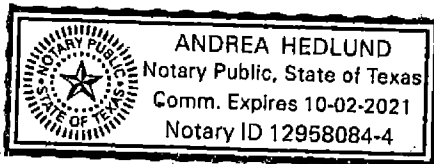
The undersigned Falcon International Bank hereby joins in the execution of this Declaration of Protective Covenants to evidence its consent to the terms and provisions hereof with respect to the portion of the Property it encumbers as security for its lien.

FALCON INTERNATIONAL BANK

By: [Signature]
Name: Hector Hernandez
Title: President - South Central Region

STATE OF Texas §
COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 8 day of November 2017, by Hector Hernandez.



[Signature]
Notary Public, State of Texas

Andrea Hedlund
(Name - Typed or Printed)

Oct 2 2021
(Date Commission Expires)

Consent and Agreement by Lender

BBVA Compass by William Phillips

The undersigned _____, hereby joins in the execution of this Termination Agreement for the Declaration of Dominion Hills a Condominium to evidence its consent to the terms and provisions hereof with respect to the portion of the Property it encumbers as security for its lien.

By: _____

Name: _____

Title: _____

William Phillips

 William Phillips
 SVP

STATE OF TEXAS

§

§

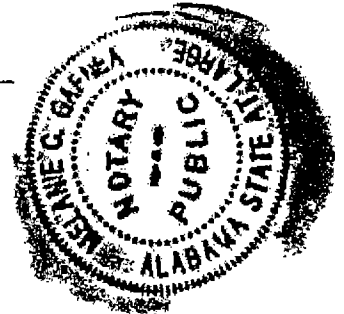
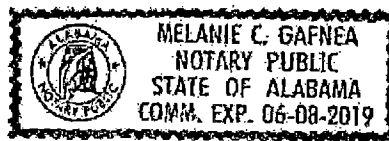
COUNTY OF BEXAR

§

This instrument was acknowledged before me on this 3 day of November 2017, by William Phillips as SVP of BBVA COMPASS, on behalf of said bank.

Melanie C. Gafnea

Notary Public, State of Texas



Consent and Agreement by Lender

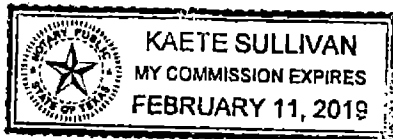
The undersigned CROCKETT NATIONAL BANK hereby joins in the execution of this Declaration of Protective Covenants to evidence its consent to the terms and provisions hereof with respect to the portion of the Property it encumbers as security for its lien.

Block 52, Lot 1

By: [Signature]
Name: CHRIS LAWSON
Title: SENIOR VICE PRESIDENT

STATE OF Texas §
COUNTY OF Tomball §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 17th day of Nov 2017, by Chris Lawson.



Kaete Sullivan
Notary Public, State of Texas

Kaete Sullivan
(Name - Typed or Printed)

February 11, 2019
(Date Commission Expires)

Consent and Agreement by Lender

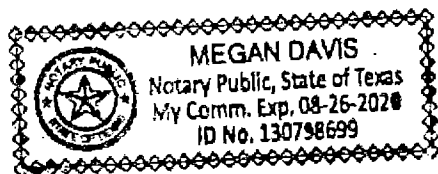
The undersigned SONORA BANK, hereby joins in the execution of this Declaration of Protective Covenants to evidence its consent to the terms and provisions hereof with respect to the portion of the Property it encumbers as security for its lien.

SONORA BANK

By: Keri J Sandvig
 Name: Keri J Sandvig
 Title: Sr. Vice President

STATE OF Texas §
 COUNTY OF Bexar §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 9 day of November, 2017, by Keri J Sandvig, Sr. Vice President



Megan Davis
 Notary Public, State of Texas
Megan Davis
 (Name - Typed or Printed)
8-26-2020
 (Date Commission Expires)

Consent and Agreement by Lender

The undersigned Laura G. Smith, et al. hereby joins in the execution of this Termination Agreement for the Declaration of Dominion Hills a Condominium to evidence its consent to the terms and provisions hereof with respect to the portion of the Property it encumbers as security for its lien.

Texas Capital Bank, N.A.

By: [Signature]
Name: Laura G. Smith
Title: Executive Vice President

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 20th day of October, 2017, by Laura G. Smith, as EVS of Texas Capital Bank, on behalf of said bank.



[Signature]
Notary Public, State of Texas

Doc# 20170225541
Pages 55
11/15/2017 9:33AM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$238.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
11/15/2017 9:33AM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff