

**FIRST AMENDMENT OF
DECLARATION OF PROTECTIVE COVENANTS
FOR C-2 ZONING**

THIS FIRST AMENDMENT OF THE DECLARATION OF PROTECTIVE COVENANTS ("Amendment") is executed on this 9 day of December, 2016 (the "Effective Date"), by Pyramids Exchange, LLC (the "Declarant") and the Dominion Homeowners Association, Inc., a Texas nonprofit corporation ("Association").

Definitions

1. "Declaration" shall refer to the original Declaration of Protective Covenants for C-2 Zoning recorded in Volume 11085, Page 1060, of the Official Public Records of Bexar County, Texas.
2. "Property" shall refer to Lot 1, Block 14, NCB 34753A, The Dominion Phase 1-B, Planned Unit Development, an addition to the City of San Antonio, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9508, Page 21, Deed and Plat Records of Bexar County, Texas.

Recitals

1. The Association and Into-Dominion Partnership, a Texas general partnership (the "Original Declarant"), previously recorded the Declaration which encumbers the Property.
2. Declarant is a successor in interest to the Original Declarant and is the owner of the Property.
3. Declarant desires to develop additional office space on the Property.
4. Declarant and the Association have executed this Amendment in consideration for the support of the Association in the Declarants' current request for development of additional office space within the Property.
5. Declarant and the Association desire to amend the Declaration only as applicable to the Property on the terms and conditions hereinafter set forth. The remaining land encumbered by the Declaration shall remain subject to all the restrictions set forth in the Declaration without modification. Except as expressly modified herein, the terms and provisions of Declaration shall continue in full force and effect.
6. The following restrictions shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property in part or in whole, and their heirs, successors, and assigns.

Restriction Amendments

1. **Building Size** — Declarant and Association agree that any additional office structure built on the Property after the Effective Date of this Amendment shall be limited to a size no larger than Fourteen Thousand One Hundred Square Feet (14,100 SF).
2. **Parking Ratio** — Declarant and Association agree that the future parking ratio for any additional office structure erected on the Property shall be approximately 4.4 parking spaces per One Thousand square feet (1,000 SF).
3. **Use Restrictions** — Declarant and Association agree that the existing Declaration Section 3, Prohibited Land Uses will remain in full force and effect with the following exceptions being expressly permitted:
 - A. Service - office professional uses as defined by the City of San Antonio Unified Development Code, Table 311-2 Non-Residential Use Matrix as of the Effective Date of this Amendment ("UDC") shall be expressly permitted; and
 - B. Service - massage therapeutic uses as defined by the UDC shall be permitted for the proposed "spa" use, defined as a commercial establishment providing facilities devoted especially to health, fitness, weight loss, beauty, and relaxation.

The authorization of such uses herein is not a substitute for compliance with the terms and provisions of the Unified Development Code of the City of San Antonio (the "Code"). It is acknowledged and agreed that the Property is required to be in compliance with the terms and provisions of the Code.

Additional Restrictions

The Property will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following restrictions:

1. Trash. Trash shall be placed entirely within trash receptacles and may not be placed outside, next to, or on top of the receptacle. Receptacles are to be closed at all times when not in use. Owners must arrange privately for removal of discarded furnishings or any unusually large volume of debris.
2. Unightly Articles; Vehicles. No article deemed to be unsightly by the Board of Directors or the ACC will be permitted to remain within the Property so as to be visible from adjoining property or from public or private thoroughfares. No vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable will be permitted to remain visible within the Property.
3. Animals. No domestic household pets, non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotics or any other animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of non-domesticated animal shall be kept, maintained, or cared for on the Property.

Notwithstanding the above, seeing-eye dogs and other qualified and authorized service animals are permitted on the Property.

4. Signs. No sign of any kind may be displayed to the public view within any portion of the Property without the prior written approval of the ACC, except for permits required by applicable law.
5. Exterior Illumination. All exterior illumination must be approved in advance and in writing by the ACC, and shall be designed and located to avoid the spreading of light onto adjacent property or into the night sky.
6. Storage and Loading Areas. Storage areas must be appropriately screened from view. Unless approved in advance and in writing by the ACC, no materials, supplies or equipment, shall be stored upon any portion of the Property except inside a closed building or behind a visual barrier screening such materials, supplies or vehicles.
7. Maintenance. The Owner of the Property shall maintain the Property, including landscaping located thereon in good condition and repair. Grass, weeds, shrubs and all vegetation on the Property shall be kept mowed and trimmed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the Property and replaced whenever practical.
8. Offensive Activity. No noxious or offensive activity (at the sole determination and definition of the Association) shall be carried on upon any portion of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
9. Screening. Unless otherwise approved in advance and in writing by the ACC, exterior components of plumbing, processing and ventilating systems (including but not limited to piping, stacks, collectors and ventilating equipment, blowers, ductwork, louvers, meters, compressors, motors, ovens, etc.), storage areas, air conditioning and heating equipment, incinerators, storage tanks, trucks, roof objects (including fans, vents, cooling towers, antennas, and all roof-mounted equipment which rises above the roof line), trash containers and maintenance facilities, shall either be housed in closed buildings, or otherwise screened from view. The construction materials, location, and size of all screening and storage areas must be approved in advance and in writing by the ACC.
10. Fencing. All fences and/or walls located on any portion of the Property must be approved by the ACC and/or the Development Committee. Fences shall be composed the following materials: masonry, wrought iron, or another material as determined by the ACC and/or Development Committee, as applicable, to be compatible with the style of the Improvements on the Property and surrounding area.
11. Temporary Structures. No tent, shack or other temporary structure shall be placed upon any portion of the Property, except those structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during construction of Improvements without prior written approval of the ACC and/or Development Committee. All temporary structures shall be removed within thirty (30) days after completion of Improvements. The ACC

and/or Development Committee shall determine, in its sole discretion, the date of such completion.

12. Tree Protection. The Association aims to preserve trees within the Property. Efforts should be made to preserve existing trees during the construction of new Improvements. Grading or trenching within the dripline should be minimized and limited to areas away from the center of the tree crown. A qualified arborist or landscape architect shall be consulted when (i) working within the dripline of major trees or (ii) overhead branches of major trees interfere with the construction of Improvements. A four-foot (4') construction fence shall be installed at the dripline of major trees and tree groupings. No construction activities, including but not limited to the storage of materials, shall be allowed within the dripline of trees. Sigus, bracing and/or temporary wiring shall not be nailed to any tree.
13. Landscaping. No new landscaping shall be installed without the prior consent of the HOA Landscape Committee. Approved landscaping must be fully installed within the time frame set forth by the HOA Landscape Committee.

Miscellaneous

1. Amendment and Termination. The provisions of this Amendment may be amended or terminated, in whole or in part, from time to time, and at any time, by written instrument signed by the Declarant and the Association, or their respective successors and assigns, and recorded in the official records of real property in Bexar County, Texas, and may not be otherwise amended or terminated. This Amendment or any termination shall be effective when recorded in Bexar County, Texas.
2. Architectural Approval. Construction plans and specifications for an additional office structure, modifications to the existing structure, or the installation or modification of other "Improvements" as such term is defined in the Umbrella Declaration will be submitted in accordance with the ACC Review Requirements as set forth in The Dominion Amendment and Restatement Community Manual recorded as Document No. 20130171326 of the Official Public Records of Bexar County Texas (as amended, the "Community Manual"), any additional rules adopted by the ACC and/or Development Committee together with a review fee, as is contemplated by the Community Manual, and the requirements set forth herein. The ACC and/or Development Committee may refuse to approve plans and specifications for proposed Improvements on any grounds that, in the sole and absolute discretion of the ACC and/or Development Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds.

Enforcement of Amendment

The amendments herein contained shall be binding upon the parties hereto and all parties claiming by, through or under them, and upon all owners of the Property, each of whom shall be obligated and bound to observe all of the amendments herein contained, provided, however, that no

person or persons shall be liable for breaches hereof committed by any person or persons at any time other than during his or her ownership of property in said subdivision.

Should any portion of the amendments herein contained be held by any court to be invalid, void or unenforceable for any reason, such adjudication or holding shall not in any way effect, limit, impair or restrict any other of the provisions hereof.

This instrument shall be recorded in the office of the County Clerk of Bexar County, Texas, and shall be referred to in all contracts and deeds executed by Declarant, and such reference, or if such reference is omitted, the mere filing hereof in the office of the County Clerk shall place all subsequent owners, purchasers and interested parties and persons in and to any and all of the lots or block in said subdivision on due notice of the full contents hereof as completely as if this instrument were included in full in such contracts of sale, contracts for deed, deeds, or other instruments evidencing title to any portion of this subdivision. The terms and provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of Declarant, and to all who are or may become to be owners of the Property.

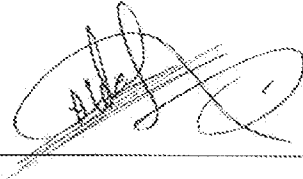
The Association will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of this Amendment. Failure to enforce any right, provision, covenant, or condition granted by this Amendment will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Association to enforce the terms and provisions of this Amendment shall in no event give rise to any claim or liability against the Association, or any of its directors, officers, or agents.

Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

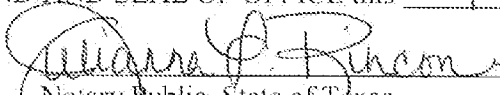
PYRAMIDS EXCHANGE, LLC

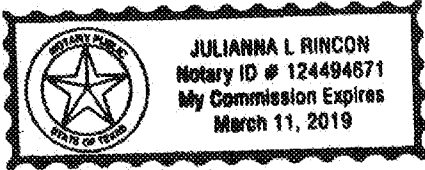
By: 

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Erson Aldeeb, the President of Pyramids Exchange, LLC, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of January, 2018.


Notary Public, State of Texas
Print Name: Julianna L. Rincon
My Commission Expires: March 11, 2019



ASSOCIATION:

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

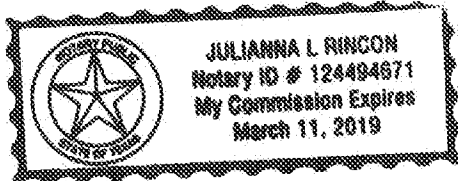
By: [Signature]
Name: James D. Berg
Title: Chairman of the Board

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared James D. Berg, the Chairman, of The Dominion Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of December 2016.

[Signature]
Notary Public, State of Texas
Print Name: Juliana L. Rincon
My Commission Expires: March 11, 2019



Doc# 20170001520
Pages 8
01/04/2017 1:33PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$50.00

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.
01/04/2017 1:33PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff