

CHICAGO TITLE SERVICE
4315 DIVISION
N.E.S. (27)

**SECTION DECLARATION OF PROTECTIVE COVENANTS
FOR
THE HILLTOPS AT THE DOMINION PHASE-1
THE DOMINION PLANNED UNIT DEVELOPMENT**

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**SECTION DECLARATION OF PROTECTIVE COVENANTS
FOR
HILLTOPS AT THE DOMINION, PHASE-1
THE DOMINION PLANNED UNIT DEVELOPMENT**

THE STATE OF TEXAS
COUNTY OF BEXAR

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KNOW ALL PERSONS BY THESE PRESENTS:

THAT **INTCO-DOMINION PARTNERSHIP**, a Texas general partnership ("Declarant"), being the owner of all of the lots situated within that certain subdivision know as "**HILLTOPS AT THE DOMINION, PHASE-1**" which is part of THE DOMINION PLANNED UNIT DEVELOPMENT, according to the map or plat of said subdivision recorded in Volume 9618, Pages 43-45, of the Deed and Plat Records of Bexar County, Texas (the "Subdivision"), and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the Subdivision, does hereby adopt and establish the following section restrictions and covenants ("Section Declaration") to run with the land and to apply in the use, occupancy and conveyance of the subdivided lots therein, and each contract or deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted subject to the following restrictions and covenants (the headings being employed for convenience only and not be to controlling over content):

**Article 1.
Umbrella Declaration and Common Properties**

1.1 The Subdivision is subject to the Umbrella Declaration as defined in Section 2.10 hereof.

1.2 This Section Declaration is subject to the Umbrella Declaration.

**Article 2.
Definitions**

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

2.1 Architectural Control Committee or Committee shall mean the Architectural Control Committee established by the Umbrella Declaration.

2.2 Association shall mean The Dominion Homeowners Association, the nonprofit corporation which is referred to in the Umbrella Declaration, and its successors and assigns.

2.3 Common Properties shall mean the properties which may be improved by Declarant and which shall be conveyed by Declarant to and thereafter maintained by the Association for the common use and enjoyment of its members, including but not limited to private streets, greenbelts, parkways, medians, islands, gates and other facilities now or hereafter situated anywhere within The Dominion Planned Unit Development.

2.4. Declarant shall mean Intco-Dominion Partnership, a Texas general partnership, and any other party to whom it assigns in writing any of its rights hereunder.

2.5 Dwelling shall mean a single family residence and its attached or detached garage on a Lot. All Dwellings and any improvements on a Lot must be approved in advance and in writing by The Committee.

2.6 Lot shall mean a subdivided lot on the Subdivision Plat, with the exception of the Common Properties and any Lots which may not be used for single family dwelling purposes as set forth on the Subdivision Plat.

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

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

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

2.10 Any other capitalized terms not otherwise defined herein, shall have the same meaning as defined in the Umbrella Declaration.

Article 3.

Use

3.1 All Lots in the Subdivision shall be used for single-family residential purposes only. One single-family Dwelling per Lot shall be permitted, together with accessory structures incidental thereto, including, but not limited to, garage, utility storage, shade structures, swimming pools, spas, fountains, patios, walls, fences, trellises and other similar structures, provided such structures are not connected or attached to Dwellings on adjacent Lots.

3.2 No Owner shall occupy or use his Lot or any Improvements constructed thereon, or permit the same or any part thereof, to be occupied or used for any purpose

other than as a private residence for the Owner and the Owner's family, guests, servants and tenants (if permitted), and uses directly incidental thereto.

3.3 No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence Improvements, and then, the material shall be placed within the property lines of the Lot upon which the Improvements are to be erected and shall not be placed on the street or between the curb and the Lot line. Once construction is commenced, construction shall be diligently pursued to the end that the improvements are not left in an unfinished condition any longer than is reasonably necessary and in no case, longer than two (2) years, without the prior written consent of the Association.

3.4 Nothing in this Declaration shall prevent the Owner of a Lot from leasing the Dwelling on such Owner's Lot to a third party for residential purposes, provided the lease is in writing and is for a term of at least six (6) months, and further provided that such lease requires the lessee thereunder to comply fully with the terms, covenants and restrictions of this Declaration and the Umbrella Declaration, copies of which shall be attached to such lease. During any period when a Lot or Improvements are rented or leased, the Owner of the Lot shall remain liable for complying with all terms of this Declaration. No "time-share plan" or any similar plan of fragmented or interval ownership of any Dwelling or other improvements shall be permitted.

Article 4. Umbrella Declaration

4.1 In addition to the covenants, conditions, restrictions and obligations set forth in this Declaration, the Umbrella Declaration (as modified from time to time), and the covenants, conditions, restrictions and obligations set forth therein shall apply to the Lots in the Subdivision, whether or not Declarant has complied with the provisions of Article 1, Section 3 of the Umbrella Declaration by recording of the annexation certificate annexing the Subdivision into The Dominion Planned Unit Development. Notwithstanding the foregoing, should any restriction of this Declaration conflict with a restriction of the Umbrella Declaration, the more restrictive restriction in either this Declaration or the Umbrella Declaration shall control.

Article 5. Architectural Control

5.1 No Dwellings or improvements may be erected, placed, installed, modified or replaced on any Lot in the Subdivision without first complying with The Committee requirements set forth herein or in the Umbrella Declaration, the applicable terms and provisions of such Umbrella Declaration being incorporated herein by reference, including, but not limited to the obtaining of prior approval of The Committee for preliminary design plans and final plans and specification for such Improvements and the obtaining of Building Permits and Certificates of Occupancy from The Committee at the appropriate times. Nothing herein shall be construed to waive the requirement of all Dwellings and Improvements on each Lot to be approved by The Committee according to their customary approval requirements and process.

**Article 6.
Size of Dwelling**

6.1 The total floor area of each Dwelling shall be not less than three thousand five hundred (3,500) square feet if one (1) story and four thousand (4,000) square feet if more than one (1) story. These areas shall be exclusive of open porches, breezeways, carports, garages and other outbuildings or areas of similar nature which are typically not air-conditioned.

**Article 7.
Outbuilding Requirements**

7.1 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 outbuildings must be approved in advance and in writing by The Committee.

**Article 8.
Building Codes**

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

**Article 9.
Masonry Requirements**

9.1 The exterior walls of each Dwelling shall be at least ninety percent (90%) composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all walls, exclusive of door, window and similar openings. Masonry and masonry veneer include stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in the San Antonio, Texas building community as masonry, but does not include hardi-plank or hardi-board or similar wood/concrete aggregates. Notwithstanding the foregoing, the Committee is empowered to waive this masonry requirement if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, or to comply with historical authenticity standards of period architecture, and the resulting structures will not detract from the general appearance of the neighborhood.

**Article 10.
Fences and Walls**

10.1 All fences and walls in the Subdivision shall be of the following compositions:

- (a) All masonry; or
- (b) All wrought iron; or

(c) Any combination of wrought iron or masonry; or

(d) Any other material that in the sole discretion of the Committee is compatible with the style of Dwelling and the surrounding Dwellings and habitat. No wood or chain-link fences will be permitted.

10.2 No fence, wall or hedge shall be built or maintained forward of the front wall line of the Dwelling, except for courtyard walls, decorative walls or fences which are part of the architectural design of the Dwelling and retaining walls. Notwithstanding the foregoing and in order to take into account the unique size and character of Lot 7, Block 34, and that certain types of Improvements including swimming pools, ponds, outbuildings, gates and patios might be better located between the front of the Dwelling and the street, a fence, wall, driveway gate, hedge, pool, patio or outbuilding may be built forward of the front wall line of the Dwelling on said Lot. All such improvements to Lots must be approved in advance and in writing by The Committee.

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

10.4 No fence shall be higher than six feet (6') in height from average finish grade of the Lot; provided, however, that if the topography of a Lot is such that a six foot (6') limitation would not provide the privacy that a six foot (6') fence on level ground would provide, the Committee may, in its sole discretion, grant a variance from this restriction.

10.5 The Committee is empowered to waive the composition requirements for fences and the height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood and it meets the requirements of the City or applicable Governmental Authority.

Article 11. Driveways

11.1 All driveway and other hard surfaces shall be surfaced with concrete, brick, stone or other similar hard-surfaced material. All concrete-finished driveways and other hard surfaces must have a pebble finish, exposed aggregate surface, Bomanite

type textual surface or a salted stained finish. No smooth finish concrete driveways or other hard surfaces are permitted. No asphalt driveways are permitted. Notwithstanding the foregoing, only the first fifty feet (50') of the driveway constructed on Lot7, Block 34 must comply with this subsection, and the balance of such driveway may be asphalt.

Article 12. Temporary Structures

12.1 No structures of temporary character – such as a trailer, tent, shack, Garage, barn or Outbuilding - shall be used on any Lot at any time as a place or area for living, sleeping, cooking or other use by people, either temporarily or permanently. No trailer, camper, recreational vehicles or similar vehicles shall at any time be connected to utilities situated within the Lot. No Dwelling previously constructed elsewhere may be moved on any Lot in the Subdivision controlled by this Section Declaration. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a Dwelling, either temporarily or permanently, and further, specifically includes a mobile home or recreational vehicle upon which the wheels have been left attached. Notwithstanding the other provisions of this Section Declaration, the Committee may, in its sole discretion, allow temporary structures to be used as construction offices during the construction of Improvements on a Lot.

Article 13. Signs

13.1 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 Committee may establish standardized sign criteria for the Subdivision which permits the displaying of one (1) sign per Lot which is uniform in size, color and permitted location of the Lot, which sign can be used to specifically identify that a particular Lot is for sale or lease; provided, however that said sign shall not contain words "For Sale," "For Lease," "Available" or any similar descriptive words. The Committee specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of Dwelling on a Lot 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 14. Maintenance

14.1 Each Owner shall ensure that the grass, weeds, shrubs and all vegetation on such Owner's Lot sold shall be kept mowed and/or trimmed at regular intervals. Dead or dying trees, shrubs, vines and plants shall be promptly removed from a Lot and promptly replaced. Each Owner shall ensure that the lawn on such Owner's Lot is properly maintained, that Improvements are properly repaired and maintained, and that

no objectionable or unsightly usage of a Lot will be permitted which is visible to the public view or from an adjacent Lot. Building materials shall not be stored on any Lot except when being employed in construction of improvements on such Lot. Any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. Each Lot shall be kept at all times sanitary, healthful, attractive and safe condition, in the sole judgment of the Association, and the accumulation of garbage, trash or rubbish of any kind thereon shall not be permitted.

14.2 In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements (or any other reasonable requirements established from time to time by the Association and published to Owners, for the purpose of maintaining a sanitary, healthful and attractive subdivision or for the purpose of complying with any of the maintenance requirements as provided in Section 2, Article VIII of the Umbrella Declaration) then, in such event, Declarant or the Association may specifically enforce the Umbrella Declaration and those enforcement provisions contained herein, and may have the grass, weeds, shrubs, trees and plants removed therefrom. Declarant or the Association may also, at their option, remove any garbage, trash or rubbish situated on a Lot in violation of this covenant and to make or repair Improvements as deemed required. The Owner of any such Lot shall be obligated to reimburse Declarant or the Association for the cost of any such maintenance or removal or repair upon demand.

Article 15. Utility Easements

15.1 Easements for installation and maintenance of utilities, cable television and drainage facilities are reserved as shown on the recorded plat for Subdivision and/or provided instruments of record or to be recorded. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or cable television or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all Improvements in such easement area shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. Neither Declarant, the Association nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements, except as may be required by State, County or municipal statutes, ordinances, rules or regulations by the Association or by custom and practice of such utility company.

Article 16.
Outside Parking and Storage of Vehicles

16.1 No trailer, tent, boat, recreational vehicle or stripped down, wrecked, junked or wholly inoperable vehicle, equipment or machinery of any sort shall be kept, parked, stored or maintained on any portion of the Lot unless completely enclosed within the garage of the Dwelling. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot.

16.2 No automobile, truck, trailer, boat, recreational vehicle or any other vehicle or property of any kind may be parked or stored (whether or not such parking is temporary) overnight on any street, roadway or other Common Properties within the Subdivision at any time. All overnight parking within the Subdivision shall be on an Owner's driveway or other paved surfaces on a Lot. No Owner shall keep more than two (2) automobiles in such manner as to be visible from any other portion of the Subdivision for any period in excess of seventy-two (72) hours. Each Owner shall be responsible for notifying all of the Owner's guests and service companies of the "no parking" requirement established in this paragraph.

16.3 The Association is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment and other property both on the Lots and the Common Properties as it may from time to time deem necessary to ensure the preservation and appearance of the Subdivision as a first-class residential neighborhoods such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Owners; provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this Section.

Article 17.
Nuisances

17.1 No noxious or offensive activity shall be carried on or upon a Lot or upon the Common Properties nor shall anything else be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

17.2 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 or allow any condition to exist which will adversely affect the other Dwellings or the other Owners. No blasting shall be conducted on any Lot.

17.3 No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has been approved by the Committee). Upon being given notice by the Association that any such lighting is objectionable, the

Owner shall take all necessary steps to properly shield same in a manner that affords consideration to those Owners disturbed thereby.

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

**Article 18.
Garbage and Refuse Disposal:
Trash Receptacle Areas**

18.1 No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall at all times be kept in a screened receptacle area (constructed of the same materials as exterior walls of the Dwelling) with a solid gate meeting the standards and criteria established by the Committee, and in no event shall any garbage or trash containers be placed on any Lot within the view of any street or other Lot. No trash, ashes or other refuse may be thrown, dumped or burned on any vacant Lot, greenbelt or area in the Subdivision.

**Article 19.
Animals**

19.1 No sheep, goats, horses, cattle, swine, poultry, snakes, livestock or other animals of any kind shall ever be raised, kept, bred or harbored on any portion of the Subdivision, except that dogs, cats or other common household pets (not to exceed a total of three [3] adult animals) (adult animals for the purposes of this Section Declaration is an animal which is [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 Dwelling on a Lot upon which same is located, be restrained or controlled by a leash, rope or similar restraint or a basket, cage or other container. Any such basket, cage or other container shall not be readily visible from the street.

**Article 20.
Oil and Mining Operations**

20.1 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 excavation 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 storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

**Article 21.
Sewage Disposal Systems**

21.1 No individual sewage disposal system shall be permitted on any Lot, including, but not limited to, cesspools or septic tanks.

Article 22.
Radio or TV Antenna, Solar Panels, and Flag Poles

22.1 No radio or television aerial wires, towers, antennae, discs, satellite dishes or other special television or cable apparatus or equipment or flag poles shall be erected, installed or placed on any Lot without the prior written approval of The Committee other than small satellite TV dishes no more than twenty-four inches (24") in diameter.

Article 23.
Drainage Easements

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

- (a) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements; or
- (b) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Committee; or
- (c) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement; provided, however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or
- (d) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
- (e) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon drainage easements, either on a temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Article 23 shall in no event be deemed or construed to impose liability of any nature on the Committee, Declarant, and the Association. The drainage easements provided for in this Article 23 shall in no way affect any other recorded easement in the Subdivision.

Article 24.
Athletic Facilities/Playground Equipment

24.1 No basketball goals or backboards, playground equipment, trampolines or any other similar sporting or playground equipment of either a permanent or temporary nature shall be placed on any Lot in the Subdivision where same would be readily visible from the street. Basketball goals and backboards must have black poles and clear acrylic backboards.

24.2 No tennis courts or sports courts of any type shall be permitted on any Lot in the Subdivision except Lot 7, Block 34. The size, location and appearance of a tennis or sport court on Lot 7, Block 34 must be submitted to the Committee for approval in the Committee's sole discretion and must be properly screened with landscaping.

24.3 All children's play equipment or structures shall be submitted to the Committee for review and approval. In addition:

- (i) Any play structure shall be placed a minimum of ten feet (10') from the side or rear property lines and shall not exceed eight feet (8') in height as measured from top of ground to the topmost part of the structure.
- (ii) No decks or fort levels will be permitted which would allow viewing into the surrounding properties.
- (iii) Slides or tube shoots shall not be seen from the surrounding properties.
- (iv) Landscaping and fencing requirements may be established by the Committee for the purpose of screening courts and play equipment in an aesthetically pleasing manner.

Article 25.
Garages

25.1 A Garage able to accommodate at least two (2) automobiles, but no more than four (4) automobiles (except in the case of Lot 7, Block 34 which may have a maximum of eight (8) automobiles), must be constructed and maintained on each Lot before a Dwelling may be occupied. The doors to a Garage must not be readily visible from any street, and must be properly screened therefrom. Garage door openers shall be required for all Garages. Interior walls of all Garages must be finished (i.e. taped, bedded and painted as a minimum). No Garage shall be permitted to be used or enclosed for living purposes, but must be maintained for storage of automobiles and other vehicles and related purposes.

**Article 26.
Roofs**

26.1 The surface of roofs of principal and secondary structures, including garages and domestic living quarters, shall be of slate, stone, concrete tile, clay tile, or other tile of a ceramic nature; or they may be a dull metal, left natural or painted a color approved by the Committee, using standing seam. No wood shingle, wood shake, or composition shingle roofing is allowed. The Committee shall have the authority to approve other roof treatments and materials if the form utilized will, in its sole discretion, be harmonious with the surrounding homes and Subdivision as a whole. Flat roofs and/or lower pitched shed roofs may be approved if the roof structure is integral to the architecture of the house and the architectural style is acceptable to and approved by the Committee. The Committee shall establish roofing criteria which are directed to generally improving the quality of material used; encouraging the use of colors which are in harmony with other structures in the Subdivision; and establishing minimum pitch requirements.

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

**Article 27.
Yard Lights**

27.1 Each Owner shall construct (at the same time that the Dwelling is constructed) a yard light, which shall be freestanding lamp post with a lamp fixture affixed at the top. An electric lamp shall be activated by a photo-electronic type timer, which turns the light on at sundown and off at sunrise, or the lamp may be a gas light which burns continuously. The Committee shall determine the maximum height and location of the lamp post. No by-pass shall be installed for the yard light.

**Article 28.
Numbering**

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

**Article 29.
Window Treatments**

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

**Article 30.
Burglar and Fire Alarms**

30.1 Each Dwelling constructed on a Lot shall be constructed with perimeter burglar and fire alarms systems covering all exterior doors, entries and window and such type, number and location of smoke detectors as stipulated by the ordinances and/or building codes of the City of San Antonio then in effect. The Committee may establish, from time to time, minimum standards for such burglar alarm systems and smoke detectors and shall, at such time, make the same available to Owners and may disapprove any plans and specifications not conforming to this provision or such standards.

**Article 31.
Setback Lines**

31.1 Except as otherwise expressly set forth in this Section Declaration, no building or other roofed structure, permanent or temporary, habitable or not, shall be constructed, placed or maintained except in conformity with the setback lines set forth on Exhibit "A" attached hereto and made a part hereof for all purposes.

31.2 Setback line requirements herein specified may be waived by the Committee in order to save trees, to promote a unique or advanced building concept or design, or to take into account special or extraordinary characteristics of the Lot or the plan of the Dwelling to be constructed thereon, but only in the event such waiver will not, in the sole opinion of the Committee, result in or cause a detriment to adjoining Lots or damage the serenity and beauty of the natural or built surroundings. For the purpose of calculating the proper setback, the eaves of the buildings, fireplaces and steps shall not be deemed to be a part of a structure, but covered porches shall be deemed to be a part of a structure. However, except as provided in the last sentence of this subsection, no Improvement other than a driveway, fencing, gate or landscaping shall be constructed on a Lot closer than ten feet (10') from a Lot line. Any Owner of one or more adjoining Lots may consolidate such Lots into one (1) single-family residence site, with the privilege of placing or constructing Improvements on such resulting site, in which case, setback lines as indicated on the plat or in this Section Declaration shall not apply to the common boundary line between such Lots. Such consolidation is limited as provided in Section 37.1 hereof.

**Article 32.
Height Limitations**

32.1 The maximum height of any Dwelling, outbuilding or other structure on a Lot shall be thirty-five feet (35') above the finish floor grade of the foundation at its highest point on the first floor on ground level (and not the basement or subsurface level). The Committee may require a ridge pole to be set representing the maximum height of the proposed Dwelling.

**Article 33.
Landscape and Irrigation**

33.1 Landscaping and irrigation plans and specifications for each Lot must be submitted to The Committee and approved in writing by The Committee prior to installation. Any landscaping and irrigation required by the plans and specifications approved by The Committee must be fully installed on a Lot within ninety (90) days from the first occupancy of the Dwelling. In view of the major emphasis placed by Declarants and The Committee on landscaping, The Committee expressly reserves the right to require the landscape and irrigation plans to include the planting of trees by Owner, if, in the opinion of such Committee such trees are necessary to preserve the general landscaping goals and criteria for the Subdivision as a whole. No more than ten percent (10%) in area of the front yard 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 Committee.

**Article 34.
Guttering**

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

**Article 35.
Tree Protection**

35.1 Trees on any individual Lot will potentially be enjoyed by and benefit all residents in the Subdivision and consequently it is Declarant's intent to retain the overall character of the tree massing in the Subdivision. To prevent the unnecessary damage or death to existing trees, the Owner, his architect and/or builder is encouraged to refer to and follow the tree care and protection procedures as promulgated from time to time by the Committee.

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

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

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

Article 36.
Firearms, Projectiles and Weapons

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

Article 37.
Subdivision or Combination of Lots

37.1 No further subdivision of any Lots shall be permitted. Any Owner owning two or three adjoining Lots or portions of two or three such Lots, may, with prior written approval of The Committee and City consolidate such Lots or portions thereof into a single building site for the purpose of constructing one Dwelling and such other Improvements as are permitted herein. The Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for all assessments applicable to the Lot. Provided the Lots have been consolidated by a reasonably identifiable method, as approved by The Committee, the assessment and voting rights for the consolidated Lot shall be equal to any other single Lot.

Article 38.
Sidewalks

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

Article 39.
Waiver and Laches

39.1 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 a Declarant or an Owner allows a condition to exist on his or her property which is not in compliance with the requirements contained herein, shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to the Lot, hereby waives the affirmative defenses of the Statute of Limitations, Waiver, and Laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein or in the Umbrella Declaration. Failure of Declarant, the Association, the Committee, or of any Owner to enforce the terms of this Section Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Article 40.

Term

40.1 The foregoing covenants are made and adopted to run with the land and shall be binding upon Declarant and its successors and assigns and all persons claiming under them and all subsequent Owners for a term beginning on the date this Section Declaration is recorded and continuing through and including January 1, 2060 after which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by 70% of the Owners of the Lots within the Subdivision controlled by these covenants has been recorded agreeing to change said covenants in whole or in part, or to revoke them; provided that no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the Lots located within the Subdivision involved in such breach. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this Section Declaration, but whether or not such reference is made each and all of such restrictive covenants shall be valid and binding upon respective grantees.

Article 41.

Enforcement

41.1 If the parties hereto, or their heirs, successors, lessees or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning a Lot situated in the Subdivision, or Declarant 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) to recover court costs and reasonable attorney's fees. Neither the Declarant nor the Association shall ever be under any obligation to enforce the terms of this Declaration, and any failure to do enforce shall never give rise to any liability whatsoever on the part of the Declarant, Declarant's successor or assigns, the Association or the Board. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and neither Declarant nor the Association shall be subject to any claim, demand, or cause of action from any Owner by virtue of not enforcing any restriction herein contained. Further, if the Board 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 Owner violating this Declaration the reasonable costs of services of any attorney and/or collection agent, relation 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 42.
Invalidation**

42.1 The invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, not in conflict therewith, which shall remain in full force and effect.

**Article 43.
Non-Judicial Foreclosure**

43.1 To secure the payment of maintenance assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, upon acceptance of his or her deed to a Lot governed by this Declaration conveys the Lot to the Trustee hereinafter named, in trust for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of maintenance assessments when due, or if an Owner fails to perform any of the Obligations under or maintain any condition required by this Declaration, the Association may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner on demand for any sums so advanced, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate. The sum to be reimbursed shall be secured by this Special Deed of Trust.

43.2 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:

- (a) Request the Trustee appointed herein, or his successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et seq. of the Texas Property Code then in effect or any successor statute thereto; and
- (b) 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.

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

- (1) Either personally or by agent gives notice of the foreclosure sale as a required by Section 51.002 et seq. of the Texas Property Code then in effect or any successor statute thereto;
- (2) Sell and convey the Lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and

- (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.
- (4) Robert D. Burton, Attorney at Law, is appointed Trustee for the purpose of enforcing the covenants, conditions and restrictions imposed by this Declaration, and also for the collecting of maintenance assessments. The Association, as Beneficiary, may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.
- (5) 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.
- (6) It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code Section 51.002, relating to non judicial sales by power of sale and, in the event of the amendment of said Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any Owner or mortgagee of any Owner, may, by amendment to this Declaration filed in the office of the County Clerk of Bexar County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002.
- (7) 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 for trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the Lot in question.

Article 44.
Assessments By Award Or Judicial Decree

44.1 In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, cost, and/or any other charges awarded in the Decree against an Owner shall also constitute an assessment hereunder, which shall likewise

"run with the land." Failure by an Owner to pay such assessment within the time frame imposed under this Section Declaration shall constitute an event that may give rise to the remedies provided in Article 45 herein.

**Article 45.
Prior Liens**

45.1 IT IS SPECIFICALLY PROVIDED THAT A VIOLATION OF THIS SECTION DECLARATION AND/OR THE UMBRELLA DECLARATION SHALL BE ENFORCEABLE BY THE PROVISIONS CONTAINED IN THIS SECTION DECLARATION, AS RECORDED AND/OR AMENDED, AND IN THE EVENT THAT THE ASSOCIATION EXPENDS ANY FUNDS FOR THE ENFORCEMENT OF THESE PROVISIONS, THAT ALL SUCH SUMS, INCLUDING, BUT NOT LIMITED TO, THE COSTS OF COLLECTION, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WILL THEREUPON BECOME A CONTINUING LIEN AND CHARGE ON THE LOT OF THE DEFAULTING OWNER AND SHALL BE A COVENANT RUNNING WITH THE LOT. THE AFORESAID LIEN SHALL BE SUPERIOR TO ALL OTHER LIENS AND CHARGES AGAINST THE LOT, EXCEPT ONLY FOR TAX LIENS AND ALL SUMS UNPAID ON FIRST LIEN MORTGAGE OR FIRST DEED OF TRUST LIEN RECORD, SECURING IN EITHER INSTANCE SUMS BORROWED FOR THE PURCHASE OR IMPROVEMENT OF THE LOT IN QUESTION. SUCH POWER SHALL BE ENTIRELY DISCRETIONARY WITH THE ASSOCIATION. SUCH LIEN FOR PAYMENT OF SUMS SHALL ATTACH WITH THE PRIORITY ABOVE SET FORTH FROM THE DATE THAT SUCH PAYMENT BECOMES DELINQUENT AND MAY BE ENFORCED BY THE FORECLOSURE OF THE DEFAULTING OWNER'S PROPERTY BY THE ASSOCIATION IN LIKE MANNER AS A MORTGAGE ON REAL PROPERTY SUBSEQUENT TO THE RECORDING OF A NOTICE OF LIEN AS PROVIDED ABOVE OR THE ASSOCIATION MAY INSTITUTE SUIT AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE ASSESSMENT AND/OR THE FORECLOSURE OF THE AFORESAID LIEN JUDICIALLY, IT BEING UNDERSTOOD THAT THE ELECTION OF ANY ONE REMEDY SHALL NOT CONSTITUTE A WAIVER OF ANY OTHER REMEDIES, IN ANY FORECLOSURE PROCEEDINGS, WHETHER JUDICIAL OR NON-JUDICIAL, THE OWNER SHALL BE REQUIRED TO PAY THE COSTS, EXPENSES AND ATTORNEYS' FEES INCURRED. THE ASSOCIATION SHALL HAVE THE POWER TO BID ON THE PROPERTY AT FORECLOSURE OR OTHER LEGAL SALE AND TO ACQUIRE, HOLD, LEASE, MORTGAGE, CONVEY OR OTHERWISE DEAL WITH THE SAME. THE ASSOCIATION ALSO EXPRESSLY RESERVES THE RIGHT TO POST THE NAMES OF ANY DELINQUENT OWNERS AT A HIGHLY VISIBLE LOCATION WITHIN THE SUBDIVISION.

**Article 46.
Reservation of Rights**

46.1 Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of the Association or any other party, to amend this Section Declaration or any future 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 such

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

**Article 47.
Amendment**

47.1 At any time the Owners of the legal title to seventy percent (70%) of the Lots within the Subdivision may amend this Section Declaration by filing an instrument containing such amendment in the office of the County Clerk of Bexar County, Texas; except that, prior to January 1, 2018, no such amendment shall be valid or effective without written joinder of Declarant, unless Declarant specifically waives this requirement by written recorded instrument.

**Article 48.
Notice**

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

**Article 49.
Titles**

49.1 The title, headings and captions that have been used throughout this Section Declaration are for convenience only and are not to be used in construing this Section Declaration or any part thereof.

**Article 50.
Interpretation**

50.1 If this Section Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or more conflicting interpretations, then the interpretation which is most nearly in accordance with the general purpose and objectives of this Section Declaration shall govern.

**Article 51.
Omissions**

51.1 If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause or sentence or provision appearing in this Section Declaration shall be omitted therefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Article 52.
Gender and Grammar

52.1 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.

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EXECUTED this 31 day of July, 2012.

INTCO-DOMINION PARTNERSHIP, a Texas general partnership

By: **INTCO PROPERTIES III L.P.**, a Texas limited partnership, its Managing partner

By: **INTCO PROPERTIES G.P. III, INC.**, a Texas corporation, its General Partner

By: *[Signature]*
Larry W. Slayter
Vice President

THE STATE OF TEXAS)
)
COUNTY OF BEXAR)

This instrument was acknowledged before me on the 31 day of July, 2012, by Larry W. Slayter, Vice President of **INTCO PROPERTIES G.P. III, INC.**, a Texas corporation, General Partner of **INTCO PROPERTIES, III, L.P.**, a Texas limited partnership, Managing Partner of **INTCO-DOMINION PARTNERSHIP**, a Texas general partnership on behalf of said corporation and said partnerships.



[Signature]
Notary Public, State of Texas
My Commission Expires: 4/7/2014

AFTER RECORDING. RETURN TO:

Intco-Dominion Partnership
14855 Blanco Road, Ste. 305
San Antonio, Texas 78216

EXHIBIT "A"
HILLTOPS AT THE DOMINION PHASE-1
MINIMUM SETBACKS

The following setbacks are required for each Lot.

- a. Side: 20' minimum except as specified below.
- b. Front: 25' minimum except as specified below.
- c. Rear: 25' minimum except as specified below.

The following Lots will have setbacks that are different from those specified above:

Lot	Front Setback	Side Setback	Rear Setback
Lot 1 Block 34	25 ft from Grand Terrace	15 ft from Greenbelt (Lot 901, Block 34) and 20 ft from Lot 2, Block 34	15 ft from Greenbelt (Lot 901, Block 34)
Lot 6, Block 34	25 ft from Grand Terrace	20 ft from Lot 5, Block 34 and 15 ft from Lot 7 Block 34	25 ft
Lot 7, Block 34	40 ft from Grand Terrace	40 ft from all boundary lines	40 ft from all boundary lines
Lot 8, Block 34	25 ft from Grand Terrace	20 ft from Lot 9 Block 34 and 15 ft from Lot 7 Block 34	25 ft
Lot 13, Block 34	25 ft from Grand Terrace	15 ft from Greenbelt (Lot 902, Block 34) and 20 ft from Lot 12, Block 34	25 ft

Driveway Setbacks:

Driveway apron setbacks shall be a minimum of (3') from any side property line on all lots.

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Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$120.00

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.
07/31/2012 2:14PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard Rickhoff