

DECLARATION OF PROTECTIVE COVENANTS

FOR

THE RENAISSANCE AT THE DOMINION

THE DOMINION PLANNED UNIT DEVELOPMENT
(PHASE 6)

95- 0168064

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR)

THAT INTCO-DOMINION PARTNERSHIP (Declarant), being the owner of all of the lots situated within that certain subdivision known as The Renaissance of The Dominion, which is Phase 6 of The Dominion Planned Unit Development, according to the plat of said subdivision recorded in Volume 9533, Page(s) 5 of the Deed and Plat Records of Bexar County, Texas, (hereinafter called "the subdivision," "Phase 6" or "The Renaissance"), and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the subdivision, does hereby adopt and establish the following restrictions and covenants to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

I.

DEFINITIONS

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

- (1) Association shall mean The Dominion Homeowners Association, the nonprofit corporation which is referred to in a Declaration of Covenants, Conditions, Easements and Restrictions duly recorded in Volume 2956, Pages 61, et. seq., of the Official Public Records of Real Property of Bexar County, Texas (the "Umbrella Declaration"), its successors and assigns.
- (2) Common Properties shall mean the properties to be owned and maintained by the aforesaid Association for the common use and enjoyment of its members, including but not limited to private streets, greenbelts, parkways,

VOL 6584 PG 0201

medians, islands, gates and other facilities now or hereafter situated within The Dominion Planned Unit Development.

- (3) Declarant shall mean Intco-Dominion Partnership and any other party to whom it assigns in writing any of its rights hereunder.
- (4) Improvements shall mean and include all buildings, outbuildings, patios, balconies, decks, fences, walls, hedges, landscaping, antennae, towers, poles, ponds, lakes, swimming pools, driveways, parking areas, utilities, signs and other structures, apparatus, improvements, recreational facilities, plantings, or equipment of a permanent or semi-permanent character. Included are both original Improvements made to Lots in The Renaissance and all subsequent changes, additions, treatments or replacements thereto.
- (5) Dwelling shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.
- (6) Lot shall mean any Lot, plot, parcel or tract of land shown on the recorded subdivision plat of The Renaissance with the exception of the Common Properties, or with the exception of Lots not for single family dwelling use as depicted on the subdivision plat of The Renaissance.
- (7) Owner shall mean the record Owner, whether one or more persons entities, of a fee simple title to a Lot situated in The Renaissance (including contract sellers) but excluding those having such interest merely as security for the performance of an obligation.
- (8) Architectural Control Committee or Committee shall mean the Architectural Control Committee referred to in Article IV hereof.
- (9) The Dominion Planned Unit Development shall mean that development which is covered by the Umbrella Declaration, both the original property described therein as well as any other parcels covered by Annexation Certificates thereto.

II.

USE

All Lots in the subdivision shall be used for single-family residential purposes only, except for Lots 35, 36, _____, Block 20, of The Dominion Phase 6 Planned Unit Development, which shall be deemed "Common Properties". One single-family Dwelling per Lot shall be permitted, together with accessory structures incidental thereto, including, but not limited to, garage, utility storage, shade structures, swimming pools, spas, fountains, patios, walls, fences, trellises and other similar structures, provided such structures are not connected or attached to Dwellings on adjacent Lots.

No Owner shall occupy or use his Lot or any Improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, his family, guests, tenants and servants, and uses directly incidental thereto.

No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence Improvements, and then, the material shall be placed within the property lines of the Lot upon which the Improvements are erected and shall not be placed on the street or between the curb and property line. Once construction is commenced, it shall be diligently pursued to the end that the Improvements are not left in an unfinished condition any longer than is reasonably necessary.

III.

TITLE TO COMMON PROPERTIES

The private streets, greenbelts and other so-called "Common Properties" situated within Phase 6 which are earlier identified herein as "Common Properties" shall be deeded in fee to the Association free and clear of any liens or other encumbrances prior to the conveyance of a platted lot within Phase 6. Until such time as Common Properties are so deeded and in excess of fifty percent (50%) of the Owners of Lots in Phase 6 are required hereunder to pay maintenance assessments, the Association shall have absolutely no responsibility for the maintenance, upkeep or repair thereof. Thereafter, the Association shall be responsible for the maintenance, upkeep, and repair of such Common Properties situated within Phase 6. At the time the Association's responsibility

begins, Declarant shall certify to the Association that any streets, curbs and other improvements therein situated are in a state of good repair and maintenance and that any materials planted by Declarant in such Common Properties are alive. No assessments shall be imposed on any of the Common Properties.

IV.

ARCHITECTURAL CONTROL

- (1) Development Objectives. The aesthetic quality of The Renaissance requires that all Improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, the Architectural Control Committee (sometimes hereinafter called "the Committee") has been created. The Architectural Control Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.
- (2) Architectural Control Committee. The Architectural Control Committee shall be composed of members appointed by the Board of Directors of the Association who have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Committee.
- (3) Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of buildings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for The Renaissance. Buildings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such material as will, in the judgment of the Committee, create an attractive and harmonious blend with existing and proposed homes and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Committee feels that the repetition of such matters will have an adverse affect on The Dominion Planned Unit Development.
- (4) Function of the Architectural Control Committee. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for

VOL 5584 PG 0204

all purposes consistent with the creation and preservation of a first-class development. No "Improvement", as that term is defined in this Declaration, shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion, of a Lot in The Renaissance until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

- (5) Procedure of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering the Improvements, which procedures and guidelines will be binding upon the Owners, their successors and assigns. All submissions (requests for approvals, inquiries, etc.) to the Committee, in order to be effective, must be by written communication addressed to the Committee at the business offices of the Association, and must either be delivered to such offices or sent in the United States Mail thereto. Verbal communications with such Committee shall be ineffectual for all purposes. All approvals or variances issued by the Committee, in order to be effective, must be in writing.
- (6) Approval of Plans. No building, structure, wall, fence, landscaping, recreational facilities of any kind, or other improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to harmony of external design, color and location and as to compliance with minimum standards in relation to property lines, easements, grades, surrounding structures, walks, topography and all other matters related thereto by the Committee. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, materials, structural detail, elevations, landscaping detail, and the nature, kind, shape, height, exterior color scheme, and location of the proposed improvements or alteration thereto. In the event said Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the plans and

VOL 6584 PG 0205

specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with. The Architectural Control Committee shall be the sole authority to determine whether proposed structures comply with applicable covenants, conditions, and restrictions and are in harmony of external design with existing structures and the overall plan of development of the subdivision. Among other matters, the Committee shall consider the proposed topography, finished grade elevation, and the general appearance of the proposed improvements as may be determined from the front, rear, and side elevations on submitted plans. The Committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built on, in and/or within the Properties and, to the extent possible, ensure the harmonious development of the subdivision in conformity with the common plan and design. The Committee is not required to police or enforce compliance with such considerations as minimum size, setbacks, or other specific, objective construction requirements. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee, or any of its members, be subject to suit by anyone for damages.

- (7) Variances. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions, or architectural standards which are provided in this Declaration or which may be promulgated in the future. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the community and must not detrimentally affect the integrity of The Renaissance nor the harmony with the natural surroundings. Written requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing, approved such request within thirty (30) days from the submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a

VOL 6584 PG 206

waiver of the Committee's right to strictly enforce the Declaration of Protective Covenants and architectural standards provided hereunder, against any other Owner.

- (8) Issuance of Building Permit. Upon approval of final submittal, a building permit will be issued and construction may begin. All such permits must be prominently displayed at the job site and covered with clear plastic to prevent weathering.
- (9) Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such preliminary design or plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.
- (10) Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee nor any of the members of such Committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake or judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

V.

SIZE OF DWELLING

The total floor area of the main structure of any Dwelling shall not be less than Two Thousand Five Hundred Square Feet (2,500 sq. ft.), if one-story, and Two Thousand Eight Hundred Square Feet (2,800 sq. ft.), if more than one 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.

VI.

OUTBUILDING REQUIREMENTS

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

VII.

MASONRY REQUIREMENTS

The exterior walls of the main residence building constructed on any Lot shall be at least seventy-five percent (75%) by area, composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all said walls, exclusive of door, window and similar openings. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in the San Antonio, Texas building community as masonry. Notwithstanding the foregoing, the Architectural Control 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 structure will not detract from the general appearance of the neighborhood.

VIII.

FENCES

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

- (1) All masonry; or
- (2) All wrought iron; or
- (3) Any combination of wrought iron or masonry; or
- (4) Any other material that in the sole discretion of the Architectural Control Committee is compatible with the style of the main dwelling and the surrounding dwellings and habitat. No wood or chain-link fences will be permitted.

No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, except for decorative

walls or fences which are part of the architectural design of the main structure, and retaining walls, provided the Architectural Control Committee approves of same in writing.

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

No fence shall be higher than six feet (6') in height from average finished grade.

Entry Lots (as later defined) shall be subject to further wall and fence limitations more particularly set forth in Article XXXIX hereof. Lots 1, 15, 16, 25, 26, and 34 shall have additional fence restrictions due to their corner location. Fences on these Lots may not be built closer than ten (10') feet from the curb of the street to be know as Eton Green Drive.

The Owner of Lot 1 shall not be permitted to construct any fence along the side boundary adjacent to Eton Green Drive.

IX.

DRIVEWAYS

All driveways and other hard surfaces shall be surfaced with concrete, brick, stone or other similar hard surfaced material. All concrete finished driveways and other hard surfaces must have a pebble finish or exposed aggregate surface or Bomanite type textural surface. No smooth finish concrete driveways or other hard surfaces are permitted. No asphalt driveways will be permitted.

X.

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 the Lot. No dwelling previously constructed elsewhere may be moved on any Lot in the subdivision controlled by these covenants. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home or recreational vehicle upon which the wheels have been left attached. Notwithstanding the other provisions of this Declaration, the Architectural Control Committee may, in its sole discretion, allow temporary structures to be used as construction offices during the construction of Improvements on a Lot.

XI.

SIGNS

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

XII.

MAINTENANCE

Grass, weeds, shrubs and all vegetation on each Lot shall be kept mowed and/or trimmed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the property and promptly replaced. Lawns must be properly maintained, Improvements must be promptly repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction of such Lot.

Any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. All Lots shall be kept at all times sanitary, healthful, attractive and in a safe condition and the accumulation of garbage, trash or rubbish of any kind thereon shall not be permitted.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements (or any other reasonable requirements established from time to time by the Association and published to Owners, for the purpose of maintaining a sanitary, healthful and attractive subdivision or for the purpose of complying with any of the maintenance requirements as provided in Section 1, Article VIII of the aforesaid Umbrella Declaration) then, in such event, the Declarant or the Association may specifically enforce those provisions as provided in Section 2, Article VIII (and other parts) of such Umbrella Declaration, as recorded, and incorporated herein by reference, and those enforcement provisions contained herein, and may have the grass, weeds, shrubs, trees and vegetation cut or trimmed when and as often as the same is necessary in its sole judgment, and have dead trees and shrubs and plants removed therefrom. Declarant or the Association may also, at their option, remove any garbage, trash or rubbish situated on 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.

XIII.

UTILITY EASEMENTS

Easements for installation and maintenance of utilities, cable television and drainage facilities are reserved as shown on the recorded plat for The Renaissance and/or as provided by instruments of record or to be recorded. Within these easements, if any, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all Improvements in such shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. Neither Declarant, 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.

XIV.

OUTSIDE PARKING AND STORAGE OF VEHICLES, ETC.

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

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

XV.

NUISANCES

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

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

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

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.

XIX.

INDIVIDUAL
WATER AND SEWAGE SYSTEMS

No individual water supply system or sewage disposal system shall be permitted on any single family residential Lot, including, but not limited to, water wells, cesspools or septic tanks.

XX.

RADIO OR TV ANTENNA
SOLAR PANELS

No radio or television aerial wires, towers, antennae, discs, satellite dishes, 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 Architectural Control Committee which shall have the authority to disapprove the installation of same, and in no event shall the same, or any portion thereof, be visible from the street or any other Lot.

XXI.

DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the recorded plat for Phase 6, such easements being depicted as "drainage easements". No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner may:

- (1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements; or

VOL 6584 PG 0214

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

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee, Association and/or Declarant, and such Committee, Declarant, and/or Association and shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the subdivision.

XXII.

MAIL BOXES

Centralized mail boxes shall be provided as part of the Common Properties. No other mail boxes shall be erected or maintained with The Renaissance.

XXIII.

ATHLETIC FACILITIES

No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed on any Lot in the subdivision where same would be readily visible from the street. Basketball goals and backboards must have black poles and clear acrylic backboards. No tennis courts shall be permitted on any Lot in The Renaissance.

XXIV.

GARAGES

A garage able to accommodate at least two (2) but not more than four (4) automobiles must be constructed and maintained for each residence. The entrance to any front entry garage must be a minimum of twenty (20) feet behind the front building wall of the Dwelling so that a minimum of two vehicles may be parked outside the garage, it being the intent that no vehicles be parked in a driveway forward of the front building wall other than those service vehicles temporarily parked for the purpose of serving such Lot. Side entry garages may not be located closer to the street than the front building wall of the Dwelling. Garages must be setback a minimum of five (5) feet from the side property line, if one story. In the event a garage has a second story containing area available for living quarters, such second story of the garage must be setback a minimum of ten (10) feet from the side property line. Lots 1, 15, 16, 25, 26, and 34 shall be further restricted from constructing a garage on the side of the Lot adjacent to Eton Green Drive. 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.

XXV.

ROOFS

The surface of all roofs of principal and secondary structures shall be of slate, stone, concrete tile, clay tile or metal with standing seams. No composition roofs shall be permitted.

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

XXVI.

YARD LIGHTS

Each Owner shall construct (at the same time that the main Dwelling is constructed) a yard light which shall be a free standing lamp post with a lamp fixture affixed at the top. The lamp shall be activated by a photo-electric type timer which turns

VOL 6584 PG 0216

the light on at sundown and off at sunrise, or a gas light. The maximum height and location of the lamp post shall be determined by the Architectural Control Committee. No by-pass switch shall be installed for the yard light.

XXVII.

HOUSE NUMBERING

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

XXVIII.

WINDOW TREATMENT

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

XXIX.

BURGLAR AND FIRE ALARMS

Each residence constructed on a Lot shall be pre-wired for perimeter burglar and fire alarm systems covering all exterior doors, entries and windows and such type, number and location of smoke detectors as stipulated by the ordinances and/or building codes of the City of San Antonio then in effect. The Committee may establish, from time to time, minimum standards for such burglar alarms 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.

XXX.

SETBACK LINES

All buildings or other roofed structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with setback lines, and in no event shall any such building or other structure be constructed placed or maintained within twenty-five feet (25') of the front boundary of a Lot, or within twenty feet (20') of the rear boundary of a Lot, or

within ten feet (10') to each of the side boundaries of such Lot. Additional setback line restrictions are applicable to garages (see Article XXIV hereof). Notwithstanding the foregoing, Lots 1, 15, 16, 25, 26, and 34 shall not be permitted to construct any structure or dwelling within fifteen feet (15') of the side boundary line adjacent to Eton Green Drive; and fences shall not be permitted closer than ten feet (10') to the side boundary line adjacent to Eton Green Circle. Outbuildings shall be permitted within ten feet (10') of the rear boundary of a Lot provided that such outbuilding does not contain any living space. Should such outbuilding contain living space, such outbuilding shall be required to be a minimum of twenty feet (20') from the rear boundary line. Setback line requirements herein specified may be waived by the Architectural Control Committee in order to save trees, to promote a unique or advanced building concept or design, or to take into account special or extraordinary characteristics of the Lot or the plan of the dwelling to be constructed thereon, but only in the event such waiver will not, in the sole opinion of such Committee, result in or cause a detriment to adjoining Lots or damage the serenity and beauty of the natural or built surroundings. Outbuildings, provided they do not exceed one story in height nor contain liveable area, may be placed as close as ten feet (10') to a rear property line. The eaves of buildings, fireplaces and steps shall not be deemed to be a part of a building or structure, but covered porches shall be deemed to be a part of a building or structure for the purpose of this covenant. However, in no case should an Improvement other than landscaping or a fence be permitted closer than five feet (5') from a property line. Any owner of one or more adjoining Lots may consolidate such Lots into one single family residence building site, with the privilege of placing or constructing Improvements of such resulting site, in which case, setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the plat or in these declarations. Such consolidation is limited as provided in Article XXXVII hereof.

XXXI.

HEIGHT LIMITATIONS

The maximum height of any dwelling in The Renaissance shall be at the sole discretion of the Architectural Control Committee, it being the Committee's intention to leave views unobstructed as much as practicable.

XXXII.

IRRIGATION

All single family residential Lots must be irrigated by sprinkler systems approved by the Architectural Control Committee and in accordance with the irrigation plan approved by the Committee. In all such systems, a pressure type vacuum breaker or a double check valve backflow preventer as approved by the City of San Antonio must be installed to prevent contamination of the domestic water supply for the division. All sprinkler systems must be designed and installed in accordance with all applicable ordinances or government regulations.

XXXIII.

GUTTERING

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

XXXIV.

TREE PROTECTION

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

XXXV.

LANDSCAPING

Any landscaping required by the plans and specifications approved by the Architectural Control Committee must be fully installed on a Lot within ninety (90) days from the first occupancy of the Dwelling situated on such Lot in accordance with the landscape plan approved by the Architectural Control Committee. All Owners of Lots in the subdivision shall be required to plant a minimum of either three, 6" caliper trees or four, 4" caliper trees, all of which shall be a minimum of ten feet (10') in height and must be either oak, cedar-elm, bald cypress, pecan, mountain laurel, persimmon, condalia or bumelia, or a combination thereof.

The location, size and type of tree must be identified on the landscape plan and shall be subject to the approval of the Architectural Control Committee. In view of the major emphasis placed by Declarant and the Architectural Control Committee on landscaping, such Committee expressly reserves the right to require the landscape plan to include the planting of additional 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 Architectural Control Committee.

XXXVI.

FIREARMS, PROJECTILES, AND WEAPONS

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, there is prohibited the use of any bow and arrow, slingshot, or other launching or catapulting device.

XXXVII.

SUBDIVISION OR
COMBINATION OF LOTS

No further subdivision of platted Lots in The Renaissance shall be permitted. An Owner may, however, combine or integrate two (2) adjoining Lots into one dwelling and landscaped area or three (3) adjoining Lots into two (2) dwellings and landscaped areas at the time of any said Lots are first improved, it being understood that no Lot can remain vacant and unimproved.

XXXVIII.

SIDEWALKS

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

XXXIX.

ENTRY LOTS

Lots 1, 2, 3, 4, 5, 6 and 7, Block 20 shall be herein deemed to be "Entry Lots", in view of their visual proximity to the entry street into The Renaissance. Declarant reserves the right (but does not have the obligation) to install a wall along and upon (a) any interior boundaries of such Entry Lots which directly abut a greenbelt, or (b) upon or along a boundary thereof which is also a perimeter boundary of Phase 6 or, at Declarant's option upon or along the interior boundary of any platted easement which may be situated at the rear of such Lots (i.e., so that the easement area will be "outside" the walled Lot). Once erected, the Owner of an affected Entry Lot shall be required to perpetually maintain, repair and/or replace such wall in a manner approved by the Architectural Control Committee. The Association reserves the right and is hereby granted a perpetual easement necessary and appropriate to install, repair and/or replace such walls in the event the Owner of such Lot does not maintain such wall. In such event, the Owner of such Lot shall be obligated to reimburse the Association for the cost of any such maintenance, repair or replacement upon demand. With respect to each of such Entry Lots, Declarant reserves the right to require the Owner (at such Owner's expense) thereof to construct a wall upon or along any boundaries thereof (either directly upon or along such boundary or upon or along the interior boundary of any platted easement situated at the rear of such Lots) which are also perimeter boundaries of Phase 6 or which abut a greenbelt, such wall to be approved by the Architectural Control Committee, it being the intent of Declarant to ensure that such wall be generally uniform in appearance to and architecturally compatible with the remaining walls similarly situated on other Entry Lots.

XL.

TERM

The foregoing covenants are made and adopted to run with the land and shall be binding upon Declarant and its successors and assigns and all persons claiming under them and all subsequent property Owners of said above-described Lots located within the subdivision for a term beginning on the date this Declaration is recorded and continuing through and including January 1, 2033, after which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority 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

VOL 6584 PG 0221

breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the Lots located within the subdivision involved in such breach. Deeds of Conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon respective grantees.

XLI.

ENFORCEMENT

If the parties hereto, or any of them, 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 real property situated in the subdivision controlled by these covenants or Declarant, or its assigns, or the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violations. Declarant, 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 in the subdivision, controlled by these covenants. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Lot Owner by virtue of not enforcing any restriction herein contained.

XLII.

INVALIDATION

The invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

XLIII.

PRIOR LIENS

IT IS SPECIFICALLY PROVIDED THAT A VIOLATION OF THESE PROTECTIVE COVENANTS, OR ANY ONE OR MORE OF THEM, SHALL BE ENFORCEABLE BY THE PROVISIONS HEREIN AND ANY PROVISIONS CONTAINED IN THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE DOMINION PLANNED UNIT DEVELOPMENT, AS RECORDED AND/OR AMENDED AND IN THE EVENT THAT THE ASSOCIATION EXPENDS ANY

VOL 5584 PG0222

FUNDS FOR THE ENFORCEMENT OF THESE PROVISIONS, THAT ALL SUCH SUMS, INCLUDING BUT NOT LIMITED TO THE COST OF COLLECTION, REASONABLE ATTORNEYS FEES AND COURT COSTS, WILL THEREUPON BECOME A CONTINUING LIEN AND CHARGE ON THE PROPERTY OF THE VIOLATOR AND SHALL BE A COVENANT RUNNING WITH THE LAND. THE AFORESAID LIEN SHALL BE SUPERIOR TO ALL OTHER LIENS AND CHARGES AGAINST THE PROPERTY, EXCEPT ONLY FOR TAX LIENS AND ALL SUMS UNPAID ON FIRST LIEN MORTGAGE OR FIRST DEED OF TRUST LIEN OF RECORD, SECURING IN EITHER INSTANCE SUMS BORROWED FOR THE PURCHASE OR IMPROVEMENT OF THE PROPERTY IN QUESTION. 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 ATTORNEY'S FEES INCURRED. THE ASSOCIATION SHALL HAVE THE POWER TO BID ON THE PROPERTY AT FORECLOSURE OR OTHER LEGAL SALE AND TO ACQUIRE, HOLD, LEASE, MORTGAGE, CONVEY OR OTHERWISE DEAL WITH THE SAME. THE ASSOCIATION ALSO EXPRESSLY RESERVES THE RIGHT TO POST THE NAMES OF ANY DELINQUENT MEMBERS AT A HIGHLY VISIBLE LOCATION WITHIN THE SUBDIVISION.

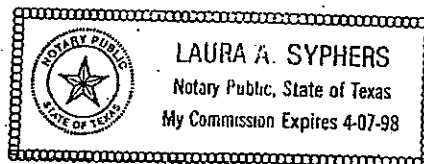
XLIV.

RESERVATION OF RIGHTS

The Declarant shall have and reserves the right at any time and from time to time, with the joinder or consent the Association of any other party to amend this Declaration or any future Declaration of Protective Covenants, by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not materially impair or affect the vested property or other rights of any Owner or his mortgages.

of Intco Investments of Texas, Inc., a Texas corporation, general partner of Intco Properties II L.P., a Texas limited partnership, managing general partner of INTCO-DOMINION PARTNERSHIP, a Texas general partnership, on behalf of said corporation, said limited partnership and said general partnership.

Laura A. Sypers
Notary Public in and for the
State of Texas



After recording, return to:

Mrs. Amy E. Harris
Intco-Dominion Partnership
Ten Dominion Drive
San Antonio, TX 78257

VOL 6584 PG 0226