

STC \$104<sup>00</sup>

**DECLARATION OF PROTECTIVE COVENANTS**

**FOR**

**THE RESERVE AT THE DOMINION**

**(PHASE 14A)**

THE STATE OF TEXAS §  
COUNTY OF BEXAR §

KNOW-ALL MEN BY THESE PRESENTS:

That TOLL DALLAS TX LLC, a Texas limited liability company, as successor in interest to TOLL TX IV, L.P., a Texas limited partnership (hereinafter called "Declarant") a Texas corporation, being the owner as of the effective date hereof of all of the lots situated within that certain subdivision known as Reserve at The Dominion Planned Unit Development, according to the plat of the said subdivision recorded as DOMINION UNIT-14, PHASE 2, City of San Antonio, Bexar County, Texas, in Volume 9571, Pages 37-40 of the Deed and Plat Records of Bexar County, Texas (hereinafter called "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 restrictions and covenants to run with the land and to apply in the use, occupancy and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

**ARTICLE I. DEFINITIONS**

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

- A. Architectural Control Committee or Committee shall mean the Architectural Control Committee referred to in Article IV hereof.
- B. Common Properties shall mean the Properties to be owned and/or maintained by the Umbrella Association for the common use and enjoyment of its respective members,
- C. Custom Built Dwelling or Dwelling shall mean a Dwelling whose front elevation differs from the front elevations of other Dwellings situated in the Subdivision, it being the intent of the Declarant herein for the Subdivision to be comprised of Dwellings that have distinguishable front elevations such that the Subdivision will not have the outward appearance of a "tract" development wherein the front elevations of the Dwellings situated therein are duplicated throughout the development. The following criteria shall constitute a change in front elevation for the purposes of this section:

Class 1: Must meet the following criteria and two changes from Class 2: The house must be flipped or reversed. Exterior colors and materials are different.

Class 2: Two of these changes must be combined with Class 1:

(1) Windows, door, and entry design are different.

Doc# 20070195410  
# Pages 24  
08/16/2007 15:35:05 PM  
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Official Public Records of  
BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK

Fees 104.00

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.  
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COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard Rickhoff*

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Class 1:       Must meet the following criteria and two changes from Class 2: The house must be flipped or reversed. Exterior colors and materials are different.

Class 2:       Two of these changes must be combined with Class 1:

(1) Windows, door, and entry design are different.

- (2) Porches/balconies are added/removed.
  - (3) Roof materials are different
  - (4) Structural planters are added/removed
  - (5) Change in roof design
- D. Declarant shall mean TOLL DALLAS TX LLC, a Texas limited liability company, as successor in interest to TOLL TX IV, L.P., a Texas limited partnership, and any other single party to whom TOLL DALLAS TX LLC assigns in writing any of its rights hereunder. No partial assignment of Declarant rights is permitted.
- E. Improvements shall mean and include all buildings, outbuildings, patios, balconies, decks, fences, walls, hedges, landscaping, antennae, towers, poles, ponds, lakes, swimming pools, tennis courts, driveways, parking areas, utilities, signs and other structures, apparatus, Improvements, recreational facilities, plantings, or equipment of a permanent or semi-permanent character, including all "Improvements" as defined in the Umbrella Declaration. Included are both original Improvements made to lots in the Subdivision and all subsequent changes, additions, treatments or replacements thereto. Any and all alterations to a Dwelling or a Lot shall be considered Improvements.
- F. Letter Agreement shall mean that Letter Agreement by and between Declarant and Dominion HOA, Inc. dated effective December 15, 2004, and attached hereto as Exhibit "B" (if we don't attach list of common area, attach as Exhibit "A").
- G. Lot shall mean any Lot, plot, parcel or tract of land shown on the recorded Subdivision Plat of Reserve at The Dominion, 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 for Reserve at The Dominion. All the lots in Reserve at The Dominion are sometimes collectively referred to herein as the "Properties".
- H. 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 at The Dominion, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Declarant shall be an Owner as defined herein upon the issuance of a Building Permit by the Committee for construction of a Dwelling upon a Lot owned by Declarant.
- I. Umbrella Association/Umbrella Declaration shall mean The Dominion Homeowners Association, Inc., its successors and assigns, the non-profit corporation as provided in a Declaration of Covenants, Conditions, Easements and Restrictions duly recorded in Volume 2956, Pages 61 et seq. of the Real Property Records of Bexar County, Texas (the "Umbrella Declaration").

## ARTICLE II. USE

All Lots in the Subdivision shall be used for single-family residential purposes only. One single family Custom Built 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 Dwelling Units 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. In no event shall Owner use his Lot or any Improvements thereon for the operation of a business.

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.

### **ARTICLE III. TITLE TO AND MAINTENANCE OF COMMON PROPERTIES**

Title to Common Properties: 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 Lot within the Subdivision. In the event Declarant phases development of the Subdivision, this requirement shall apply to each phase.

Maintenance of Common Properties: Maintenance of all Common Properties shall be the sole responsibility of the Declarant until such time as the following conditions (the "Turnover Conditions") have been met, at which time the Association shall assume maintenance of the Common Properties:

- (1) In excess of fifty percent (50%) of the Owners of Lots in the subdivision are required to pay maintenance assessments to the Association; and
- (2) The Association has verified the condition of the Common Properties & Improvements thereto as provided hereafter:

Declarant shall send written notice to the Association when the Turnover Conditions have occurred. A representative of the Association will inspect the Common Properties to determine their state of repair and maintenance within thirty (30) days of receiving notice from the Declarant. The Association shall send a punch list of items to be repaired or replaced by the Declarant prior to the acceptance of maintenance responsibility by the Association. Declarant shall correct the items on the punch list within ninety (90) days of receiving the punch list from the Association. After Declarant corrects the items on the punch list to the reasonable satisfaction of the Association, then the Association will issue a letter accepting maintenance responsibility for the Common Properties.

Until all Turnover Conditions above have been met, the Association shall have absolutely no responsibility for the maintenance, upkeep or repair thereof. Thereafter, the Association shall be responsible for the maintenance, upkeep and repair of such Common Properties situated within the Subdivision.

Until the Turnover Conditions are satisfied, Declarant, at its sole cost and expense, shall maintain the Common Properties in a safe, sightly, good and functional condition and consistent with other property owned and maintained by the Association, including, but not limited to, mowing the grass on the same intervals (not to exceed one time per week) as the Association and overseeding the grass with rye grass in the winter.

No assessments shall be imposed on any of the Common Properties.

Declarant shall complete all Improvements to Common Properties within one hundred eighty (180) days from the recordation of the plat of the subdivision. Notwithstanding the foregoing, in the event Declarant phases development of the subdivision, Declarant shall be provided one hundred eighty (180) days for completion of improvements in each Phase. In such event, the time shall commence upon the date of conclusion of Common Properties improvements of the immediately preceding Phase. In the event the Common Property Improvements are not completed within one hundred eighty (180) days, Declarant shall first have provided a good and sufficient bond to the Association, which shall be in an amount equal to but not less than the current estimated costs of completing the Common Property improvements for the next phase. The Association may, in its sole discretion, extend the one hundred eighty (180) day deadline and waive the bond requirement for good cause shown.

#### **ARTICLE IV. ARCHITECTURAL CONTROL**

No "Improvements", as that term is defined herein or in the Umbrella Declaration for the Dominion Planned Unit Development, may be erected, placed, installed, modified or replaced on any Lot in the Subdivision without first complying with the Architectural Control-Committee requirements set forth herein or in the Umbrella Declaration, the applicable terms and provisions of such Umbrella Declaration being hereby 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 specifications for such Improvements and the obtaining of Building Permits and Certificates of Occupancy from such Committee at the appropriate times. Declarant shall submit a group of elevation plans prior to closing on the Subdivision to the Architectural Committee for conceptual approval of elevations. Upon conceptual approval of such plans, full plan submittals for Dwellings whose architectural elements are similar in nature (and that meet the restrictions contained herein and the criteria established in Article I, Section D), shall not be unreasonably withheld. Nothing herein shall be construed to waive the requirement of all Improvements on each Lot to be approved by the Architectural Control Committee according to their customary approval requirements and process.

#### **ARTICLE V. ASSESSMENTS**

The Declarant for each Lot owned by it within the Subdivision, hereby covenants, and each Owner of any such Lot by acceptance of deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay The Dominion Homeowners Association:

- A. Annual assessments or charges to be fixed, established and collected from time to time as hereinafter provided; and
- B. Special assessments to be fixed, established and collected from time to time as hereinafter provided.

Each such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall be the personal obligation of the person who was Owner of such Lot at the time the obligation accrued as well as constituting a lien running with the Lot in question.

Purpose of Assessments: The Assessments levied by the Association shall constitute and be known as the "Maintenance Fund". The Maintenance Fund shall be held, used and expended by the Association for the common benefit of all Owners within The Dominion Planned Unit Development for

the following purposes, to-wit: to promote the health, safety, and welfare of The Dominion Planned Unit Development, (of which the Subdivision is a part), including without limitation" the installation, construction, erection and relocation of improvements related to the enhancement and beautification of the Common Properties, and the construction, repair, maintenance and replacement of properties, services, improvements, landscaping and facilities devoted to such purposes and related to the use and enjoyment of the Lots by the Members. Such Maintenance Fund may also be used by the Association to finance and maintain any contracts, easements, licenses or other similar Instruments inuring to the benefit of the Association and its Members affecting rights and privileges to be enjoyed within The Dominion or in other areas situated in close proximity thereto.

Annual Assessments: Each Owner shall pay to the Association the annual assessment determined by the Board of Directors of the Association. The rate of annual assessment may be increased or decreased by vote of the Board of Directors from time to time after due consideration of the then current expenses and projected future needs of the Association.

Special Assessments: In addition to the annual assessment authorized above, the Board of Directors of the Association may levy in any assessment year or years special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair, or replacement of capital improvements on or which is a part of the Common Properties or for carrying out other purposes of the Association as stated herein or in the Articles of Incorporation of the Association.

Commencement Date of Annual Assessment: Assessments provided for herein, shall commence either on the date of sale of each Lot by Declarant, including Declarant's sale under a contract for deed, or in the event the Lot is owned by Declarant, on the date of issuance of a Building Permit for construction of a Dwelling on a Lot, whichever shall first occur. Within thirty (30) days of said conveyance, the Declarant shall give the Association written notice of the transfer of ownership, and the name and address of the new Owner.

Commencement Date of Special Assessment: Assessments provided for herein shall commence either on the date of sale of each Lot by Declarant, including Declarant's sale under a contract for deed, or in the event the Lot is owned by Declarant, on the date of issuance of a Building Permit for construction of a Dwelling on a Lot, whichever shall first occur. Within thirty (30) days of said conveyance, the Declarant shall give the Association written notice of the transfer of ownership, and the name and address of the new Owner.

Due Date of Assessments: Annual assessments shall become due and payable monthly on those dates established by the Board of Directors of the Association from time to time, or at other intervals or dates established by such Board of Directors from time to time.

#### **ARTICLE VI. SIZE OF DWELLING**

The total floor area of the main structure of any Dwelling shall not be less than two thousand six hundred square feet (2,600 sq. ft.) if one-story and three thousand square feet (3,000 sq. ft.) if more than one-story. These areas shall be exclusive of open porches, breezeways, carports, garages and other outbuildings or areas of a similar nature that are typically not air-conditioned.

#### **ARTICLE VII. OUTBUILDING REQUIREMENTS**

Every outbuilding, inclusive of such structures as a storage building, servants' quarters, greenhouse or children's playhouse, shall be compatible with the Dwelling to which it is appurtenant in terms of its

design and material composition. All such buildings shall be subject to the prior written approval of the Architectural Control Committee.

#### **ARTICLE VIII. EXTERIOR WALLS**

- (1) All exterior walls of a Dwelling Unit shall be constructed with 100% masonry or masonry veneer and shall be restricted to those types and colors of masonry material reasonably approved by the Architectural Control Committee. Masonry or masonry veneer includes stucco, brick, , rock and all other materials commonly referred to in the San Antonio, Texas, area as masonry, it is expressly intended that exterior walls exclude soffits and fascia.
- (2) Masonry trim, caps, corbels, headers, keystones and other similar masonry accents shall be approved by the Architectural Control Committee.
- (3) Each Dwelling shall have an illuminated house identification number on an exterior wall located as close to the front porch as possible and readily visible from the street. Such illumination shall be provided by a light on a photoelectric cell and shall not have a bypass switch. It is intended that house identification number be readily visible at all times to assist emergency vehicles in locating properties when necessary.

#### **ARTICLE IX. WALLS, FENCES AND GATES**

All walls and fences in the Subdivision must be approved by the Architectural Control Committee and shall be of the following composition:

- (1) All masonry; or
- (2) All wrought iron; or
- (3) Any combination of wrought iron and masonry; or
- (4) Any other material that, in the opinion of the Architectural Control Committee, is compatible with the style of the main Dwelling.

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

No chain-link fences, may be built or maintained on any lot. No wall or fence shall be higher than six feet (6') in height.

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

Declarant shall construct a fence or wall, as approved by the Committee, along the property lines of all Lots fronting or adjacent to common area abutting Ave Road and Dominion Drive, such Lots being identified as Lots 1-18, Lot 90, and Lots 113-130. Such fence or wall may be constructed at the time of construction of a Dwelling on such Lot but shall be of a consistent height and material and must be contiguous on all such Lots. Until such time as the fence or wall described herein must be constructed, Declarant shall maintain the current fencing (if any) along Ave Road to ensure no



vehicular access to The Dominion through such Lots abutting Aue Road.

In accordance with specifications to be reasonably determined by the Declarant and the Association, and approved by the Architectural Control Committee, Declarant agrees to cause the construction of a rock wall, not to exceed 1,000 linear feet, which shall begin on the South side of Aue Road and extend to the back security gate entrance to The Dominion P.U.D. as it is anticipated to be located as shown on Exhibit "B" of the Letter Agreement. Completion of construction of the wall will coincide with the completion of construction of the back security gate by the Association.

#### **ARTICLE X. PAVED SURFACES**

All paved surfaces visible from any adjacent street (including patios, stoops, stairs, steps, walkways and driveways), shall be brick masonry, stone masonry or exposed concrete aggregate. All paved surfaces not visible from any adjacent street shall be, as a minimum, exposed concrete aggregate.

#### **ARTICLE XI. TEMPORARY STRUCTURES**

No structure of a temporary character -trailer/tent, shack, garage, barn or other outbuildings -shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be connected to utilities situated within a Lot. No Dwelling previously constructed elsewhere may be moved, on any Lot 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, manufactured home, modular home, or structure of a similar type known by another name in the future is hereby specifically prohibited as a residence, either temporarily or permanently; and further, specifically includes a mobile home or recreational vehicle upon which the wheels have been left attached.

Notwithstanding the foregoing, until such time that a Certificate of Occupancy has been issued for the last residence to be constructed on the Property, Declarant is expressly entitled to place and maintain a construction trailer on the Property for the purpose of facilitating construction management and operations. In accordance with the Letter Agreement, the location of the construction trailer shall be in an inconspicuous place on the Property.

#### **ARTICLE XII. MODEL HOME/PARKING LOT**

Declarant shall be entitled to construct and operate a landscaped and staffed "model" home for sales and marketing purposes until such time that Declarant conveys title to the last Lot on the Property to a third-party homebuyer. The model home may be located upon the Property in the sole discretion of Declarant. Declarant shall use its best efforts to prevent a homebuyer or prospective homebuyer from having unescorted access to or from the model home into the Property and shall maintain a log of each homebuyer or prospective homebuyer visiting the model home. The log will reflect the date of the visit, name, address and telephone number of the visitor and the state and number of the driver's license of the visitor. The log shall be open to inspection at all times by the Chief of Security of the Association.

Commencing on the date of completion of the first model home, and in accordance with the Letter Agreement, Declarant shall be allowed to construct and maintain an asphalt parking lot adjacent to Lot 15 and accessed from Aue Road. At the conclusion of five (5) years, Declarant shall have the asphalt parking lot removed and landscape the property in accordance with plans approved by the Architectural Control Committee.

#### ARTICLE XIII. SIGNS

No signs of any kind shall be displayed to the public view on any single family residential Lot including, but not limited to, the displaying of any signs which advertise the Lot or Improvements for sale or lease, except as expressly permitted hereunder. The Architectural Control Committee shall establish standardized sign criteria which permits the displaying of one sign per Lot which is uniform in size, color and permitted location on the Lot, which such sign can be used to specifically identify that a particular Lot is for sale or lease; provided, however, that said sign shall not contain the words "For Sale", "For Lease", "Available" or any other similar descriptive words, and such sign shall not display the name, logo or phone number of any real estate company or Owner's agent. 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.

Notwithstanding the foregoing, Declarant shall be allowed to construct or install such marketing and directional signage within the Subdivision in its Parking Lot (as defined in that certain Letter Agreement between Declarant and Association dated December 15, 2004.) the size and design to be approved by the Association, which approval shall not be unreasonably withheld or delayed, which conforms to the type of construction, dimensions and policies and procedures of the Association.

#### ARTICLE XIV. MAINTENANCE

- (1) Lot Maintenance. The Owner and Declarant shall keep grass, weeds, shrubs and all vegetation on each Lot mowed and/or trimmed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the Lot and replaced whenever practical. Lawns must be properly maintained, Improvements must be promptly repaired and maintained, and no objectionable or unsightly usage of Lots will be permitted. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot. Any excess materials not needed during construction and any building refuse shall promptly be removed from such Lot. All Lots shall be kept at all times sanitary, healthful, attractive, and in a safe condition; and the accumulation of garbage, trash or rubbish of any kind therein shall not be permitted.
- (2) Default. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirement [or any other reasonable requirements established from time to time by the Architectural Control Committee and published to Owners, for the purpose of maintaining a sanitary, healthful and attractive subdivision as provided herein or as provided in Section 2, Article VIII of the Umbrella Declaration], then in such event the Declarant and/or Association may specifically enforce these provisions and may have the grass, weeds, shrubs, trees, and vegetation cut or trimmed when and as often as the same is necessary in its judgement, and have dead trees and shrubs and plants removed therefrom and replaced with comparable trees, shrubs and plants. Declarant and/or Association may also, at its option, remove any garbage, trash or rubbish situated on a Lot in violation of this covenant and make or repair Improvements as deemed required. The Owner of any such Lot shall be obligated to reimburse Declarant and/or Association the cost of any such maintenance or removal or repair upon demand.

- (3) Reservation. Each Owner by acceptance of a Deed to such Owner's Lot hereby grants to the Declarant and the Umbrella Association the exclusive right to do the following:

Each Owner agrees to paint the wood surfaces (soffits and fascia) of the exterior of his Residence as often as needed, but in no event less often than once every five (5) years. Each Owner shall, in addition, be responsible to repair or replace any broken or cracked windows, doors, or other damaged exterior surfaces of Owner's residence. Should the Owner not properly maintain his residence, as set out herein, the Declarant and/or the Umbrella Association shall be granted the right to contract for such services and bill the Owner the cost of such maintenance. The cost of such corrective work shall be deemed an assessment enforceable as a lien under Article III, Section 11 of the Umbrella Declaration.

#### **ARTICLE XV. UTILITY EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Subdivision 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 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 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 Umbrella Association or by custom and practice of such utility company.

#### **ARTICLE XVI. VEHICLES**

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

#### **ARTICLE XVII. NUISANCES**

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

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 Owners in the Dominion Planned Unit Development. No blasting shall be conducted on any Lot without a permit being issued by the

Architectural Control Committee.

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, landscape, or tennis court lighting that has approval of the Architectural Control Committee). Upon being given notice by the Umbrella Association that any such lighting is objectionable, the Owner shall take all necessary steps to properly shield same in a manner that affords consideration to those Lot Owners disturbed thereby or remove the same.

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 XVIII. GARBAGE AND REFUSE DISPOSAL; TRASH RECEPTACLE AREAS; AND ENCLOSURES**

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall at all times be kept in screened receptacle areas meeting the standards and criteria established by the Architectural Control 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 other area in said subdivision. Trash enclosures shall be provided and constructed of the same materials as exterior walls of the Dwelling Unit, and so designed as to their users and collectors in a manner approved by the Architectural Control Committee. Trash enclosure gates shall be wrought iron with mesh backing to obscure from view.

**ARTICLE XIX. ANIMALS**

No sheep, goats, horses, cattle, swine, poultry, snakes, livestock, or other animals of any kind shall ever be raised, kept, bred, or harbored on any portion of the subdivision, except that dogs, cats, or other common household pets (not to exceed a total of three (3) adult animals (adult animal for the purposes of these covenants is one (1) year of age or older) may be kept provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage or other container. It is intended that all animals be primarily contained within a Dwelling and any animal enclosure shall not be readily visible from the street.

**ARTICLE XX. OIL AND MINING OPERATIONS**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.

**ARTICLE XXI. 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.

#### **ARTICLE XXII. RADIO OR TV ANTENNA AND SOLAR PANELS**

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

No solar panels or other similar apparatus shall be placed on any Dwelling in such a manner that it is visible from the street.

#### **ARTICLE XXIII. DRAINAGE EASEMENTS**

Easements for drainage throughout the Subdivision are reserved as shown on the recorded plat for the 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 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;
- (2) alter, change or modify the existing configuration of the drainage easements or file, 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 easements 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 in 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 and/or Declarant and/or Association, and such Committee and/or Declarant and/or Association shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the Subdivision.

#### **ARTICLE XXIV. MAILBOXES**

No mailboxes shall be erected had maintained upon any Lot. A drive-through, covered central mailbox shall be provided by Declarant and such structure shall have prior approval of the Committee.

#### **ARTICLE XXV. EXTERIOR LIGHTING**

Each Dwelling Unit shall be provided with a yard light on photoelectric cell located no more than seven feet (7') from the curb of the adjacent street. Such yard light shall be controlled only by

operational photoelectric cells. Any additional lighting installed, at the sole option of the Owner, shall be concealed and shielded as much as practicable and receive prior written consent for installation by the Committee.

#### **ARTICLE XXVI. ATHLETIC FACILITIES**

Tennis courts are not permitted. No basketball goals or backboards, play equipment, swings, trampolines, pools, or any other similar sporting equipment of either a permanent or temporary nature shall be placed on any Lot in the Subdivision where same would be readily visible from the street or an adjoining Lot and without the prior written consent of the Architectural Control Committee.

#### **ARTICLE XXVII. PARKING AND GARAGES**

(1) Each Dwelling Unit shall be provided with a minimum of two and a maximum of three permanent off-street, enclosed parking spaces, plus two temporary guest parking spaces within each driveway. Two car garages shall not be direct load. Three car garages shall have only one direct load garage and such direct load garage shall not be constructed forward of the front Dwelling wall. Enclosed parking stalls for golf carts are encouraged, and golf carts shall not be stored where visible at any time from any street.

(2) Garage door openers shall be required for all garages.

(3) Interior walls of all garages must be finished [i.e., taped, bedded and painted as a minimum].

(4) No garage shall be used or enclosed for living purposes, but must be maintained for storage of automobiles and other vehicles and related purposes.

(5) Parking on any street by any Owner is prohibited. Parking regulations as established by the Association from time to time are incorporated herein by reference.

#### **ARTICLE XXVIII. ROOFS**

All roof materials for primary and accent roofs shall be of natural materials and colors, and shall be subject to the following limitations:

(1) Natural slate; or

(2) Pre-weathered Galvalum or galvanized, copper or lead, with standing seams, painted or non-reflective metal; or

(3) Concrete or clay tile

No polished or reflective finished roof shall be permitted.

Roof vents shall be as inconspicuous as possible and are discouraged where readily visible from the adjacent street. Skylights are discouraged but if utilized they must be low profile (no bubble) and receive prior approval of the Architectural Control Committee.

#### **ARTICLE XXIX. BURGLAR AND FIRE ALARMS**

Prior to the issuance of a Certificate of Occupancy by the Architectural Control Committee, each Dwelling must contain, as a minimum, a perimeter (all doors and windows) burglar alarm system. Each Dwelling shall be provided with smoke detectors as stipulated in the ordinances and/or building codes adopted by the City of San Antonio at the time the Dwelling is being constructed. The

Architectural Control Committee may establish from time to time minimum standards and specifications for the burglar and smoke alarm systems, and make these specifications available to Lot Owners and builders.

#### **ARTICLE XXX. SITE DEVELOPMENT REGULATIONS**

##### **Dwelling Unit Setbacks**

- (a) Sides: 5' minimum with a minimum of 15' between Dwellings on abutting Lots.
- (b) Front: 20' minimum
- (c) Rear: 20' minimum

Driveway Setbacks. Driveway apron setbacks shall be a minimum of five feet (5') from any side property line on all Lots.

#### **ARTICLE XXXI. HEIGHT LIMITATIONS**

No portion of a dwelling structure shall exceed thirty-five feet (35') from the average finished grade of the Lot.

#### **ARTICLE 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 double check valve backflow preventer, as approved by the water provider for the Subdivision, must be installed to prevent contamination of the domestic water supply for the Subdivision. All such equipment shall comply with all applicable codes, rules and regulations of the City of San Antonio and any other entity entitled by law to establish such codes, rules and regulations.

#### **ARTICLE XXXIII. GUTTERING**

All Dwellings must be guttered with downspouts being so situated as to minimize adverse drainage consequences for adjoining Lots. This Article shall in no way be intended to require full guttering of any Dwelling.

#### **ARTICLE 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/her architect, and/or builder is encouraged to refer to and follow the tree care and protection rules that may be promulgated from time to time by the Architectural Control Committee.

#### **ARTICLE XXXV. LANDSCAPING/IRRIGATION INSTALLATION**

Any landscaping and irrigation 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. 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 and irrigation plans (which said plans must be submitted to the Committee at the same time other final plans and specifications are submitted) 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 Architectural Control

Existing vegetation shall be preserved in its natural state insofar as is practical by minimizing its removal. Introduced plant material shall be used to shade and cool, direct wind movements, enhance architectural features, relate structure design to the site, visually screen non-compatible uses, and ameliorate the impact of noise. All landscaping plant material shall be selected from The Dominion Plant Material List that may be adopted and maintained by the Architectural Control Committee. Landscaping and irrigation systems shall be fully installed and operable as per approved final plans for front, rear and side setback areas as well as any private open space areas visible from adjacent streets prior to the issuance of a Certificate of Occupancy.

#### **ARTICLE XXXVI. SUBDIVISION OR COMBINATION OF LOTS**

No further subdivision of platted Lots in the Subdivision shall be permitted. An Owner may, however, combine or integrate two adjoining Lots into one Dwelling and landscaped area at the time either of said Lots is first improved, it being understood that neither Lot can remain vacant and unimproved. In the event of such combination and completion of Improvements on both Lots, the annual assessment (regular and special) shall be at the rate of a single Lot prorated from the first day of the month immediately following written acceptance by the Committee of the Improvements. In the event a single combined Lot is sold to a third party, assessments shall be charged for each Lot prorated from the date of such sale.

#### **ARTICLE XXXVII. ADDITIONAL RESTRICTIONS FOR HILLSIDE LOTS**

Lots with a slope of ten percent (10%) or greater shall be sometimes referred to herein as "Hillside Lots", and shall be restricted by the following additional covenants:

Elevations. The Architectural Control Committee, in its sole discretion, reserves the right to establish at the time preliminary design plans are submitted to such Committee, a maximum height elevation. This elevation, if established, will be the maximum height to which any part of the Dwelling (except the chimney) may be built. If a Hillside Lot should have slopes in excess of twenty percent (20%), the Architectural Control Committee may require the Owner to set a ridgepole showing the maximum height to which the Owner desires to build in order for the Committee to better determine the permissible height.

The Architectural Control Committee reserves the right to verify the approved finished floor and height elevation during the construction phase for any Hillside Lot. In some cases, a ridgepole designating the highest approved elevation of the structure may be required by the Architectural Control Committee during the construction period. Height elevation approval by the Committee will be void if construction has not commenced within one hundred eighty (180) days of approval date.

#### **ARTICLE XXXVIII. VISUAL ACCESS AT INTERSECTIONS**



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

#### **ARTICLE XXXIX. STREET DEDICATION**

By plat, those tracts of land described in the recorded plat as streets and alleys out of the Common Properties are hereby perpetually dedicated, established and set aside as a nonexclusive easement for street purposes for the common use, benefit and enjoyment of the Owners in the Dominion Planned Unit Development, to serve the Dominion Planned Unit Development as streets for access, ingress and egress to and from each Lot to a street dedicated to the use of other Owners in the Dominion Planned Unit Development. The plat establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. The Umbrella Homeowner's Association shall own the Common Properties in fee. All dedications, limitations, restrictions and reservations shown on said plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of the Declarant, conveying said property or any part thereof.

#### **ARTICLE XL. THE DOMINION PLANNED UNIT DEVELOPMENT**

As hereinbefore stated, the Properties are subject to that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, filed for record under Volume 2956, Page 61, et seq. of the Real Property Records of Bexar County, Texas. Said Umbrella Declaration governs the use of the Properties and other property and facilities constructed or to be constructed upon property now or hereafter situated in The Dominion Planned Unit Development for the use and benefit and enjoyment of all Owners located or to be located on the Properties, and by the Owners of all Lots located or to be located in other portions of the Dominion Planned Unit Development. Said Umbrella Declaration apportions and assesses all expenses of operation and maintenance of certain areas, streets, facilities and other Common Properties not covered by this Declaration among the Owners of Lots located on all the Properties in The Dominion Planned Unit Development. Reference is made to the Umbrella Declaration for a more particular description of the rights and obligations contained herein.

#### **ARTICLE XLI. WAIVERS AND LACHES**

The obligation to abide by the provisions contained in this instrument shall be deemed to be of a continuing and continual basis. Each and every day, in which an Owner allows a condition to exist on his or her 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. Non-compliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein or in the Umbrella Declaration. Failure of the Declarant, the Association, the Committee or any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

#### **ARTICLE XLII. 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 Owners of said above described Lots located within the Subdivision at The Dominion 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 often (10) years each, unless an Instrument signed by a majority of the then 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 document; but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon respective grantees.

#### **ARTICLE XLIII. 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 Umbrella 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 (1) prevent him or them from so doing or (2) 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 Owner by virtue of not enforcing any restriction herein contained. All remedies provided in this Article are cumulative and not exclusive.

#### **ARTICLE XLIV. INVALIDATION**

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

#### **ARTICLE XLV. NON-JUDICIAL FORECLOSURE**

To secure the payment of 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 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, the cost of any obligations so performed, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate. The sum to be reimbursed shall be secured by this Special Deed of Trust.

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 give the Owner notice of the

failure and the time within which it must be cured, as may be required by law or by written agreement, then the Association, as the Beneficiary of this Special Deed of Trust may:

- (1) Request the Trustee appointed herein, or his/her successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et seq. of the Texas Property Code then in effect or any successor statute thereto; and
- (2) Purchase the Lot at any foreclosure sale by offering the highest bid and have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the Association.

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

- (a) Either personally or by agent give notice of the foreclosure sale as required by Section 51.002 et seq. of the Texas Property Code then in effect or any successor statute thereto;
- (b) Sell and convey the Lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and
- (c) From the proceeds of the sale, pay, in this order:
  - i. expenses of foreclosure, including a commission to trustee of 5% of the successful bid;
  - ii. to the Association, the full amount advanced, attorney's fees, and other charges due and unpaid;
  - iii. any amounts required by law to be paid before payment to the Owner; and
  - iv. to the Owner any remaining balance.
- (3) Amy McLin, Attorney at Law, is appointed Trustee for the purpose of enforcing covenants, conditions and restrictions imposed by this Declaration, and also for the collecting of maintenance assessments. The Association, as Beneficiary, may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.
- (4) From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such, foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice
- (5) It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code Section 51.002, relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any Owner or mortgagee of any Owner, may, by amendment to this Declaration filed in ' the office

of the County Clerk of Bexar County, Texas amend the provisions hereof so as to comply with said amendments to Section 51.002.

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

#### **ARTICLE XLVI. ASSESSMENT BY AWARD OR JUDICIAL DECREE**

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, costs, and/or any other charges awarded in the Decree shall also constitute an assessment, which shall likewise "run with the land". Failure to pay assessments imposed under this Section shall constitute an event that may give rise to the remedies provided in Article XLV herein,

#### **ARTICLE XLVII. 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, as recorded and/or amended; and, in the event that the Umbrella Association expends any funds for the enforcement of these provisions, that all such sums, including, but not limited to, the cost of collection, reasonable attorney's 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 a 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 Umbrella and Associations To evidence the aforesaid lien, the Umbrella Association shall prepare a written notice of lien setting forth the amount of the unpaid indebtedness and the name of the Owner of the property Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk for Bexar County, Texas. 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 Umbrella Association in like manner as a mortgage on real property subsequent to the recording of a notice of lien as provided above, or the Umbrella 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 proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses, and attorney's fees incurred. The Umbrella 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. Upon the prior written request of any mortgagee holding a prior lien on any part of the Properties, the Umbrella Association shall report to said mortgagee any unpaid sums remaining unpaid for longer than thirty (30) days after the same are due. The Umbrella Association also expressly reserves the right to post the names of any delinquent members at a highly visible location within the Properties.

#### **ARTICLE XLVII. RESERVATION OF RIGHTS**

The Declarant shall have and reserves the right at any time, and from time to time, 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 mortgagee. However, such amendment shall require the joinder or consent of the Association, which approval shall not be unreasonably withheld. The Association may specifically waive its joinder by a written, recorded instrument. No other joinder or consent shall be required.

#### **ARTICLE XLVIII. AMENDMENT**

At any time the Owners of the legal title to seventy percent (70%) of the Lots within the Subdivision (The Subdivision at The Dominion) may amend the restrictions and covenants set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Bexar County, Texas; except that, prior to the conveyance of the last Lot on the. Property to a third party buyer, no such amendment shall be valid or effective without the written joinder of Declarant and the Association, unless Declarant and Association specifically waive this requirement by a written recorded instrument, which approval shall not be unreasonably withheld. Declarant is expressly permitted to amend the restrictions and covenants set forth herein with the joinder of the Association prior to the sale of any Lot to a third party.

#### **ARTICLE L. NOTICE**

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 Umbrella Association, unless such Owner has given written notice to the Umbrella 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 Umbrella Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

#### **ARTICLE LI. TITLE**

The titles, headings and captions which have been used throughout this Declaration are for convenience only, and are not to be used in construing this Declaration or any part hereof.

#### **ARTICLE LII. INTERPRETATION**

If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation that is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. In the event there is a conflict between the Letter Agreement and this Declaration, the Letter Agreement shall govern.

#### **ARTICLE LIII. OMISSIONS**

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

#### **ARTICLE LIV. GENDER AND GRAMMAR**

The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions herein apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

EXECUTED to be effective as of the 28<sup>th</sup> day of September, 2005.

TOLL DALLAS TX LLC, a Texas limited liability company

By: \_\_\_\_\_

Printed Name: James H. Harrison

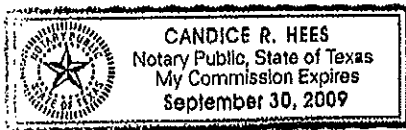
Title: Division President

THE STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me this 13<sup>th</sup> day of August, 2007 by \_\_\_\_\_  
of Toll Dallas TX LLC, a Texas limited liability  
company.

(SEAL)



Candice R. Hees  
Notary Public Signature

EXHIBITS; Exhibit A - Letter Agreement

AFTER RECORDING, RETURN TO:

ROBERT D. BURTON, ESQ.  
ARMBRUST & BROWN, L.L.P.  
100 CONGRESS AVE., SUITE 1300  
AUSTIN, TEXAS 78701

**EXHIBIT A**

1 orig for our file  
1 returned to Guzman  
15303 Antares  
SA TX 78232  
7-15-05

By signature below, TOLL BROTHERS, INC. and THE DOMINION HOMEOWNERS ASSOCIATION, INC. acknowledge and agree that the attached Declaration of Covenants for Phase 14A of The Dominion F.U.D. represents the approved document to be executed by the parties upon the recording of the plat for such Phase 14A, provided, however, that prior to the execution of the document upon the recording of the plat for such phase 14A:

- 1) The DOMINION HOME OWNERS ASSOCIATION, INC. has received a copy of the final plat of phase 14A;
- 2) TOLL BROTHERS, INC. has not assigned the approved document to any other party without the written consent of the DOMINION HOMEOWNERS ASSOCIATION, INC., and
- 3) TOLL BROTHERS, INC. has closed the purchase of the property within Phase 14A no later than the first day of September 2005.

ACKNOWLEDGED AND AGREED:

TOLL BROTHERS, INC.

By: [Signature]

Date: 7/10/05

THE DOMINION HOMEOWNERS ASSOCIATION, INC.

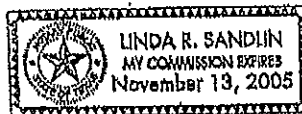
By: [Signature]

Date: June 7, 2005



STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 10<sup>th</sup> day of July, 2005, by C. J. Rogers, Vice President of TOLL BROTHERS, INC., a Delaware corporation, on behalf of said corporation.



Linda R Sandlin  
Notary Public, State of Texas

[NOTARY'S SEAL]

STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 9<sup>th</sup> day of June, 2005, by John W. Davidson, Chairman of THE DOMINION HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Julianne E. Macaluso  
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Stewart Title of San Antonio  
18503 Sigma Road #100  
San Antonio, TX 78258

Page 2 of 2

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07 11 2007 10:00