

DECLARATION OF COVENANTS, CONDITIONS

EASEMENTS AND RESTRICTIONS

FOR

THE DOMINION

PLANNED UNIT DEVELOPMENT

664584

THE STATE OF TEXAS

&

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

&

This Declaration is made this 11 day of October, 1983, by The Dominion Group, Ltd., a Texas Limited Partnership acting by and through its general partner THE DOMINION GROUP PARTNERS, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in this declaration and desires to create thereon a planned residential, commercial and country club community with designated "Lots", and "Common Properties" (as those terms are defined herein) for the benefit of the present and future owners of said Lots; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Properties, and, to this end, desires to subject the real property described in this Declaration (together with any such additions as may hereafter be made thereto) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Common Properties and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant shall cause a non-profit corporation to be incorporated under the laws of the State of Texas, for the purpose of exercising certain of the functions aforesaid;

NOW, THEREFORE, the real property described in this Declaration is and shall be held, transferred, sold, conveyed,

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occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

## ARTICLE I

### GENERAL

Section 1. Definitions. The following terms, when used in this Declaration, shall have the following meanings unless the context prohibits:

A. Association shall mean the Dominion Homeowners Association, its successors and assigns, the non-profit corporation which Declarant shall cause to be incorporated as herein provided.

B. Common Properties shall mean the properties to be owned and maintained by the Association for the common use and enjoyment of the Owners, including but not limited to private streets, bridges, greenbelts, parkways, medians, islands and common security guardhouses, gates and other facilities now or hereafter situated within the Properties.

C. Declarant shall mean the Dominion Group, Ltd., and any other party to whom the Dominion Group, Ltd. assigns in writing any of its rights hereunder.

D. Improvements shall mean and include all buildings, outbuildings, patios, balconies, decks, fences, walls, hedges, landscaping, antennae, towers, poles, ponds, lakes, utilities, swimming pools, tennis courts, driveways, parking areas, signs and other structures, apparatus, improvements, recreational facilities, plantings, or equipment of a permanent or semi-permanent character. Included are both original improvements and all subsequent changes, additions, treatments or replacements thereto; including but not by way of limitation, reroofing materials and the colors thereof.

E. Lot shall mean any lot, plot, parcel or tract of land shown on the recorded Subdivision Plat of the Properties with the exception of the Common Properties and with the exception of any lot exempted from this definition on future recorded plats or Declarations of Protective Covenants.

F. Owner shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot(s) now or hereafter situated in the Properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

G. The Properties shall mean that certain real

property described in Section 2 of this Article, together with any additions such as are described in Section 3 of this Article.

H. Subdivision Plats shall mean and refer to those plats covering real property now or hereafter situated in The Dominion Planned Unit Development, which are duly recorded in the Deed and Plat Records of Bexar County, Texas.

Section 2. Property Subject to Declaration. The real property initially covered by this Declaration is described in Exhibit A which is attached hereto and made a part hereof for all purposes. All of such property and any rights, title or interest therein shall be owned, held, used, leased, sold and/or conveyed by Declarant subject to the provisions hereof, which provisions shall run with the land 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 provisions herein. Any subsequent Owner of all or any part thereof, is subject to this Declaration and the covenants, conditions, restrictions, reservations, charges, easements and liens set forth herein.

Section 3. Additions to Property Subject to Declaration. Additional property (both Lots and Common Properties) may be annexed by Declarant from time to time so as to become subject to this Declaration in the following manner:

A. If the Declarant desires to add property to the scheme of this Declaration, Declarant may do so by the filing of record of an Annexation Certificate which shall extend the purview of this Declaration and the jurisdiction of the Association to such property. Properties which may be added to the scheme of this Declaration are within those boundaries set forth in Exhibit "B" attached hereto and incorporated herein by reference, whether or not such properties are contiguous to the properties covered by this Declaration and whether or not such properties are presently owned by Declarant. Each Annexation Certificate shall include a legal description of the property added, but shall not become effective until duly recorded in the Real Property Records of Bexar County, Texas. Nothing herein contained shall obligate Declarant to annex any property described on Exhibit "B" hereto.

B. Each such Annexation Certificate shall contain covenants and restrictions to which the added properties shall be subject. Any such Annexation Certificate may contain additions, deletions, and modifications from provisions contained in this Declaration as may be necessary to reflect the different character, if any, of the then added properties. In no event, however, shall any such Annexation Certificates revoke, modify or add to the provisions established by this Declaration insofar as properties originally covered hereby are concerned, nor shall it revoke, modify, or add to the provisions established by previously filed Annexation Certificates covering those properties thereto-

fore added hereto.

C. Declarant specifically reserves the right to impose individualized use restrictions and protective covenants for each tract added to the purview of this Declaration, which said restrictions and covenants may differ from tract to tract, depending on the nature and character of each added tract.

D. Any other annexations not permitted by Paragraphs A and B of this Section 3 will require the written approval of a majority of the Board of Directors of the Association.

## ARTICLE II

### DOMINION HOMEOWNERS ASSOCIATION

Section 1. Membership. Each Owner, whether one or more persons or entities, of a Lot shall, upon and by virtue of becoming such Owner, automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another, by whatever means, it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

Section 2. One class of Voting Members. The Association shall have one class of voting membership, with all members of detached dwelling residential lots being entitled to one vote for each Lot in which they hold the interest required for membership as stated in Section 1 of this Article; and all owners of attached dwelling residential lots or non-residential lots being entitled to one vote for each one-half acre of property in which they hold the interest required for membership as stated in Section 1 of this Article (determined on an aggregate basis if a condominium project, townhouse project or shopping center). When more than one person holds such an interest, all such persons shall be Members, and the vote for such Lot shall be exercised as they determine among themselves. In no event however, shall more than one vote be cast with respect to any such lot.

Section 3. Board of Directors. The affairs of the Association shall be conducted by the Board of Directors of The Dominion Homeowners Association ("The Board of Directors") in accordance with the Articles of Incorporation and the Bylaws of

The Dominion Homeowners Association.

Section 4. Purpose of Association. The purpose of the Association in general shall be to provide for and promote the health, safety, security and welfare of the Members, to collect the assessments and to administer the Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep and protection of the Common Properties and such other purposes as are stated in the Articles of Incorporation consistent with the provisions of this Declaration.

Section 5. Declarant Control of Association. Notwithstanding any provisions herein contained to the contrary, Declarant shall have the absolute right to control the Association and elect its Board of Directors until January 1, 1999 or that date when, in Declarant's sole opinion, the Association is fully viable, self-supporting and operational, whichever date occurs earlier.

ARTICLE III

ASSESSMENTS

Section 1. Covenants for Assessments. The Declarant for each Lot owned by it within the Properties, hereby covenants, and each Owner of any such Lot by acceptance of a 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 for capital improvements, 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 property at the time the obligation accrued as well as constituting a lien running with the Lot in question.

Section 2. 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 Members for the following purposes to-wit: to promote the health, safety, security, and welfare of the Members, including, without limitation, the installation, construction, erection, and relocation of improvements related to the enhancement and beautification of the Common Properties, such as sodding, flowers, ground cover,

shrubbery, trees, walkways, security guard facilities and street lights, 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 Properties 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 Properties or in other areas situated in close proximity thereto.

Section 3. Annual Assessments. Each Owner shall pay to the Association an annual assessment determined by the Board of Directors. The rate of annual assessment may be increased or decreased by vote of the Board of Directors from time to time after due consideration to then current maintenance and security expenses and projected future needs of the Association.

Section 4. Special Assessments. In addition to the annual assessment authorized in Section 3 hereof, the Board of Directors of the Association may levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement 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.

Section 5. Vote Required for Increase in Rate of Annual Assessment. The increase in the rate of the annual assessment as authorized by Section 3 above must be approved by a majority of the Board of Directors of the Association voting in person or by proxy, at a meeting duly called for such purpose.

Section 6. Vote Required for Special Assessment. The Special Assessment authorized in Section 4 above, must be approved by a majority of votes of the Board of Directors of the Association voting in person or by proxy, at a meeting duly called for such purpose.

Section 7. Commencement Date of Annual Assessment. Annual assessments provided for herein shall commence on a date determined by Declarant to be appropriate, but in no event shall they commence for any lot within the Properties prior to the time of conveyance (by legal or equitable title) of such lot by Declarant. Failure by Declarant to commence assessments by any particular date shall not be deemed as a waiver of Declarant to thereafter cause the commencement of same.

Section 8. Due Date of Assessments. Annual Assessments shall become due and payable monthly on those dates established by the Board of Directors from time to time, or at other intervals or dates established by the Board of Directors from time to time.

Section 9. Owners Personal Obligation For Payment of Assessments. The annual and special assessments provided for herein shall be the personal and individual debt of the Owner of the Property covered by such assessments. No Owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the Owner shall be obligated to pay interest at the highest lawful rate on the amount of the assessment from the due date thereof, together with all costs and expenses, including attorney's fees.

Section 10. Uniformity of Assessments. To the extent practicable, assessments shall be established and collected on an equal and uniform basis with every residential dwelling to be situated on property covered by this Declaration (including additions hereto) being subject to the same assessment. Declarant reserves the right to impose assessments on a non-uniform basis for any non-residential property covered hereby, so long as the owner of said non-residential property is obligated to pay at least a sum equal to the Assessment imposed for a single-family dwelling.

Section 11. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 9 above and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such assessment, and shall be a covenant running with the land. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first lien mortgage or 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. To evidence the aforesaid Assessment lien, the Association shall prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of such 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 of Bexar County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Section 8 above and may be enforced by the foreclosure of the defaulting owner's property by the Association in a like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the owner personally obligated to pay the Assessment and/or for 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 attorneys fees incurred. The Association shall have the power to bid on the property at foreclosure or

other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the prior written request of any mortgagee holding a prior lien on any part of the Properties, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due. The Association also expressly reserves the right to post the names of any delinquent members at a highly visible location within the Properties.

Section 12. Common Properties Exempt. All Common Properties shall be exempt from the assessments and liens created herein.

#### ARTICLE IV

##### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Development Objectives. The aesthetic and ecological quality of the Properties requires that all improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, an Architectural Control Committee (sometimes hereinafter called "the Committee") has been created as described in Section 2 of this Article. 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.

Section 2. Architectural Control Committee. The Architectural Control Committee shall be composed of five members selected and appointed by the Board of Directors of the Dominion Homeowners Association. The Board of Directors shall have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Architectural Control Committee. The Committee reserves the right from time to time to file instruments in the Real Property Records of Bexar County, Texas designating its then current composition.

Section 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 Properties. Buildings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, in the judgment of the Committee, create an attractive and harmonious blend with existing 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 Board feels that the repetition of such



matters will have an adverse affect on the Properties.

Section 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 all purposes consistent with the creation and preservation of a first class development. No improvement, as that term is defined in Article I of this Declaration, shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of The Properties 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.

Section 5. Procedures of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering residential and non-residential Improvements.

Section 6. Approved Contractors. No construction of any Improvement shall be commenced on, in, or within The Properties until the primary contractor to perform such construction shall have been approved in writing by the Architectural Control Committee, it being the intent hereof to assure quality construction by reputable and/or experienced contractors as determined by this Committee in its sole discretion. In the event that the Committee fails to approve or disapprove a written request for the approval of a primary contractor to perform such construction within twenty (20) days after written request is submitted to it, such approval will not be required, and the provisions of this Section will be deemed to have been fully complied with.

## ARTICLE V

### SUBMITTAL AND APPROVAL PROCESS

Section 1. Preliminary Design Submittals. Review and approval of preliminary submittals by the Committee shall be mandatory prior to Owner undertaking any preparation of final plans and specifications. In order that the Committee may give just consideration to the proposed work, such preliminary submittals must adequately describe the site plans, floor plans, foundation plans, elevations and exterior character of the proposed structure, together with a preliminary landscape plan and a cross-section sketch through the Lot from the property line, with the highest existing grade to the property line with the lowest existing grade representing any improvements and grade changes and their relationship to existing conditions of the site.

Preliminary submittals shall be in duplicate and must include all items required (i.e. not on a piecemeal basis). Favorable review of "preliminary design submittals" by the Committee shall neither imply nor guarantee acceptance of "final design submittals".

Section 2. Final Design Submittal. Once the Preliminary Design Submittals are approved, the Owner must submit the final design submittal, which must adequately reflect to the Committee the true design quality of the proposed work. Final plans and specifications shall be submitted in complete form in duplicate and shall include all of the following:

A. An existing site plan/tree survey showing existing contour grades and showing the location of all trees with a six (6) inch or greater diameter. Existing grades to be drawn at 1" contour intervals. Any trees with a diameter of six (6) inches or greater which are proposed to be removed should be indicated. (1" = 20' minimum)

B. A site improvements/grading plan of all Improvements, inclusive of structures, signs, walks, patios, driveways, parking areas, fences and walls. Existing and proposed grades are to be drawn at 1 foot contour intervals. Drainage swales and existing trees to be saved are to be shown on this plan. In addition, existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions including culverts shall be indicated as well as cut and fill details if any appreciable change in the lot contours is contemplated. Utility connections must also be indicated. Tree care provisions as required by the Committee should also be made on this drawing to communicate to the builder the necessary procedures to assure that care for trees will be retained. (1" = 20' minimum)

C. Foundation Plan utilizing a foundation designed by a structural engineer. The source of the design of the foundation must be indicated, including, but not limited to, steel reinforcing bars (size, number, and placement), dimensions, size of void cartons and concrete mix. (1/4" = 1' minimum).

D. A floor plan and all elevations of any proposed structure(s) (including fences, walls, signs, pools, pool buildings, etc.), roof height, specification of materials, colors, textures and shapes. All measurements and dimensions, both interior and exterior must be shown. Description of materials and finishes must be clearly indicated. (1/4" = 1' minimum).

E. A landscape plan showing proposed contour lines on the Lot at one foot intervals and to include walkways, fences, walls, berms, mounds, turf areas, ground cover, shrubs, trees,

Also, any landscape planting required by the Architectural Control Committee to be installed in landscape easements or otherwise must be so designated on the plan. (1" = 20' minimum).

F. An irrigation plan showing contour lines on the lot at one foot intervals including head layout, valves, controllers, piping and connection to domestic water supply location and type of back-flow prevention device (approved by the City Water Board) is to be shown. Meter and shut off valve is also to be shown. (1" = 20' minimum).

Section 3. Basis of Approval. Approval of preliminary design plans and final plans and specifications shall be based upon the following :

A. The architectural and structural integrity of the the design.

B. Harmony and conformity of the design with the surroundings both natural and built.

C. Adequacy of the design to conditions of the site.

D. Relation of finished grades and elevations to neighboring sites.

E. Conformity to specific and general intent of the Protective Covenants covering the particular platted unit of which the Lot in question forms a part.

Section 4. 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 the applicable Protective Covenants 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 Properties nor 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 of 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 waiver of the Committee's right to strictly enforce the Covenants,

Restrictions and architectural standards provided hereunder, against any other Owner.

Section 5. Issuance of Building Permit. Upon approval of final submittals, 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. The issuance and acceptance of the building permit assures that:

A. Construction of an approved building will be completed within one year from start of construction.

B. Construction will be in accordance with approved plans.

C. Any exterior changes after final approval of plans by the Architectural Control Committee must be approved in writing by the Committee prior to Construction of those changes.

Section 6. Inspections.

A. Regular inspections may be made by a representative of the Committee including specifically an inspection and approval of the building stake-out.

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

Section 7. Certificates of Occupancy. Prior to any occupancy of a Building, the Committee must issue a "Certificate of Occupancy" which evidences the Committee's acknowledgement that the building has been completed in substantial accordance with the final design submittals. (Such Certificate shall not, however, prohibit the Committee from subsequently objecting to other improvements not built in compliance with the plans and specifications).

Section 8. 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 plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or are 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.

Section 9. Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee nor any of the members of such Committee shall be liable in 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 of 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.

## ARTICLE VI

### COMMON PROPERTIES

Section 1. Easements of Enjoyment. Subject to the provisions of this Declaration, every member of the Association shall have a right and easement of enjoyment in and to the Common Properties; provided, however no member shall be deemed to have any right of access upon or across or the use of any Lot not owned by such member, in connection with such easement of use or enjoyment of the Common Properties. Easements to the Common Properties shall be perpetual.

Section 2. Title to Common Properties. The Declarant may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the sole opinion of Declarant, the Association is able to operate and maintain the same. Until title to such Common Properties has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Properties granted to the Association in this Declaration.

Section 3. Location of Common Properties. Properties owned in common are located as shown on the Subdivision Plats.

Section 4. Extent of Easements of Enjoyment. The right and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association from time to time to prescribe reasonable rules and regulations for the use, enjoyment, and maintenance of the Common Properties.

B. The right of the Association to sell and convey the Common Properties, or any part thereof, provided such sale or conveyance is approved by a majority of the votes of the Board of Directors of the Association, voting in person or by proxy at a meeting duly called for such purpose.

C. The right of the Association to borrow money for

the purpose of improving the Common Properties, or any part thereof, and to mortgage the Common Properties, or any part thereof. Declarant specifically reserves the right to lend money to the Association from time to time at commercially reasonable terms.

D. The right of the Association to take steps as are reasonably necessary to protect the Common Properties, or any part thereof, against damage, condemnation or foreclosure.

## ARTICLE VII

### EASEMENTS

Section 1. Existing Easements. The Subdivision Plats dedicate for use as such, subject to the limitations set forth therein, certain easements shown thereon, and such Subdivision Plats further establish dedications, limitations, reservations and restrictions applicable to the Properties. Further, Declarant and Declarant's predecessors in title have heretofore granted, created and dedicated by several recorded instruments, certain other easements and related rights affecting the Properties. All dedications, limitations, restrictions and reservations shown on the Subdivision Plats and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, 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 Declarant conveying any part of the Properties. The owner of the Dominion Country Club and all of its members, guests and employees shall specifically have the right of ingress and egress from such Club to Interstate Highway 10, whether or not the real property owned by such Club is formally annexed into the Properties, and an easement for such purposes is hereby granted and established by Declarant.

Section 2. Changes; Additions and Reservations. Declarant reserves the right to make changes in and additions to the above easements for the purpose of more efficiently and economically installing any improvements. Further, Declarant reserves the right, without the necessity of the joinder of the Association or any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for access purposes upon and over streets owned by the Association to owners of property in close proximity with, related to or serving the Properties, or any portion thereof (whether or not such property is formally annexed hereto) and for utility purposes, (including, without limitation, water, sewer, gas,

electricity, telephone, cable television, and drainage) in favor of any person or entity furnishing or to furnish utility services to the Properties, but only to the extent reasonably necessary and appropriate.

Section 3. Title to Easements and Appurtenances Not Conveyed. Title to any Lot conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television line, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Properties, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

Section 4. Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the Common Properties for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas, cable television and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Common Properties within the utility easements from time to time existing and from service lines within such easements to the point of service on or in any structure situated upon the Properties. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Common Properties until approved by Declarant or the Association's Board of Directors. Any utility companies furnishing service to the Properties shall have the right to remove (if absolutely necessary) any trees situated within the utility easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements if reasonably necessary for the servicing thereof.

Section 5. Emergency and Service Vehicle. An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Common Properties in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Properties to render any service.

Section 6.      Surface Areas.      The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area, except as may be required by State, County or Municipal statutes, ordinances, rules or regulations or by the Association or by the custom and practice of such utility company. Prior to the construction of any utilities on a developed lot ("developed lot" shall be defined as any lot which has constructed thereon a dwelling unit") Declarant and/or the Association reserve the right to require that the utility company pay for the cost of repairing the easement to the same condition as it was prior to the construction.

## ARTICLE VIII

### MAINTENANCE

Section 1.      Duty of Maintenance.      Each Owner of a Lot within the Properties shall have the duty and responsibility, at such Owner's sole cost and expense, to cause Improvements, including buildings and grounds to be maintained in a first-class, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- A. Prompt removal of all litter, trash, refuse, and other waste.
- B. Lawn mowing.
- C. Tree and Shrub pruning.
- D. Keeping landscaped and garden areas alive, free of weeds, and attractive.
- E. Watering.
- F. Keeping driveways and parking areas in good repair.
- G. Complying with all governmental health and police requirements.
- H. Repainting of Improvements.
- I. Prompt repair of any exterior damages to Improvements.
- J. Compliance with maintenance provisions of applicable Declaration of Protective Covenants covering the Property.

Section 2.      Enforcement.      If, in the opinion of the Association, any such Owner has failed in any of the foregoing



duties or responsibilities, then the Association may give such Owner written notice of such failure and such Owner must, within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such Owner fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and occupants (including lessees) of any of The Properties on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within 30 days after receipt of a statement, for such work from the Association, then said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against that portion of The Properties on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

#### ARTICLE IX

##### USE RESTRICTIONS AFFECTING COMMON PROPERTIES

Section 1. Motorized Vehicles. No motorcycles, motorbikes or other motorized vehicles (except those used for maintenance, repairs and upkeep of the Common Properties and golf carts travelling upon designated cart paths) shall be permitted on the greenbelts or any parts thereof. Said greenbelts shall be utilized only for walking, jogging, bicycle riding, golf carts and such other uses as may be approved by the Board of Directors of the Association.

Section 2. Planting; Obstructions. No planting or gardening by Owners shall be permitted within the Common Properties, and no fences, hedges or walls or other obstructions shall be erected or maintained upon the Common Properties, except such as are installed by Declarant in connection with the construction of the initial improvements thereon, or such as are subsequently approved by the Board of Directors of the Association.

#### ARTICLE X

##### DECLARANT DISCLOSURES

Section 1. Bridge. Declarant hereby advises any purchaser of real property now or hereafter covered hereby that the bridge

connecting the Properties to Interstate Highway 10 is technically situated within the one-hundred year flood plain determined by the U.S. Corps of Engineers, but that an emergency ingress/egress easement shall be available to each Owner providing access from the Properties to a thoroughfare to the north thereof known as Aue Road during those remote instances, if any, when such bridge may not be passable.

Section 2. Golf Course. . Nothing contained in this Declaration shall be deemed as creating any rights for any Owner to utilize the golf course and country club facilities situated to the west of the Properties, such facilities being owned by a private company and being available only to members thereof.

## ARTICLE XI

### GENERAL AND MISCELLANEOUS

Section 1. Duration. This Declaration and the covenants, restrictions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any part of The Properties, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date of this Declaration is recorded, and continuing through and including January 1, 2033, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a change (the word "change" including additions, deletions or modifications thereto, in whole or in part) is approved by a majority of the then total eligible votes of the membership of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting; PROVIDED, HOWEVER, that no such change shall be effective until one (1) year following the vote referred to above, nor shall any such changes be effective prior to the recording of a certified copy of such resolution in the Real Property Records of Bexar County, Texas.

Section 2. Amendments. This Declaration may be amended by seventy percent (70%) of the total eligible votes of the membership of the Association, provided no amendment can be made prior to January 1, 1999 without Declarant's prior written approval, unless Declarant specifically waives this requirement by a written recorded instrument. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed of record in the Real Property Records of Bexar County, Texas, with the signatures of the requisite number of the Owners of the

Properties (and the signature of Declarant if prior to January 1, 1999).

Section 3. Enforcement. The Declarant and the Association shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in this Declaration. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants and failure by the Association or any owner to enforce any such covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of the Declaration shall be or become illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses, or phrases of the Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Section 5. Notice. Whenever written notice to a member (or members) is permitted or required hereunder, such shall be given by the mailing of such to the member at the address of such member appearing on the records of the Association, unless such member has given written notice to the Association of a different address, in which event such notice shall be sent to the member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

Section 6. Titles. 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 thereof.

Section 7. Amendments by Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration or any future Declarations 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.

Section 8. 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 which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 9. 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 inference.

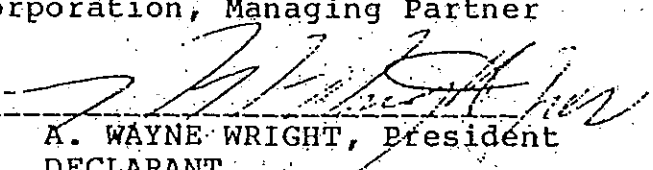
Section 10. Gender and Grammer. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

EXECUTED as of the day and year first written above.

THE DOMINION GROUP, LTD.

By: The Dominion Group Partners,  
General Partner

By: Providence Development  
Corporation, Managing Partner

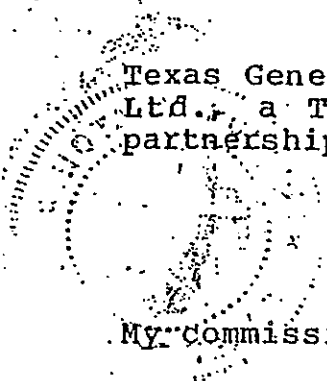
By:   
A. WAYNE WRIGHT, President  
DECLARANT

STATE OF TEXAS  
COUNTY OF BEXAR

&  
&  
&

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 1983, by A. WAYNE WRIGHT, who is the President of Providence Development Corporation, a Nevada Corporation, Managing Partner of The Dominion Group Partners, a

Texas General Partnership, General Partner of The Dominion Group, Ltd., a Texas Limited Partnership, on the behalf of said partnership.

  
Carli D. Dauter  
Notary Public, State of  
Texas

My commission expires: 7-1-88

AFTER RECORDING RETURN TO:

Mr. Richard L. Kerr  
Foster, Lewis, Langley, Gardner  
& Banack, Incorporated  
1655 Frost Bank Tower  
San Antonio, Texas 78205

(05566.002.)

EXHIBIT "A"

Any and all lots situated within the subdivision known as "The Dominion - Phase 1" (a planned unit development), such lots situated in Phase 1 being depicted upon a plat recorded in Volume 9503, Pages 24-44, of the Deed and Plat Records of Bexar County, Texas.

EXHIBIT "B"

Any and all real property located in Bexar County, Texas, which is situated within that parcel of land bounded by the following:

(1) a thoroughfare presently known as Camp Bullis Road to the south; and

(2) a thoroughfare presently known as Aue Road to the north; and

(3) a United States government military reservation presently known as Camp Bullis to the east; and

(4) a thoroughfare known as Interstate Highway Ten (I.H. 10) to the west.

1940826

AMENDMENT NO. 1  
TO  
DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR  
THE DOMINION PLANNED UNIT DEVELOPMENT

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

This Amendment is made this 21<sup>st</sup> day of June, 1990,  
by Franklin Federal Bancorp, A Federal Savings Bank ("FFB").

W I T N E S S E T H

WHEREAS, the real property located within The Dominion Planned Unit Development may only be held, transferred, sold, conveyed, occupied and enjoyed subject to the provisions set forth in the Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development dated October 18, 1983 and recorded at v. 2956, p. 61, of the Official Public Records of Real Property of Bexar County, Texas (the "Declaration"); and

WHEREAS, the Declaration provides that the "Declarant" shall mean the Dominion Group, Ltd. and any other party to whom the Dominion Group, Ltd. assigns in writing any of its rights under the Declaration; and

WHEREAS, FCC Holdings, Inc. ("FCCH") was assigned all of the rights of the Dominion Group, Ltd., as Declarant, by an Assignment of Rights as Declarant, dated September 25, 1987 and recorded in Volume 4145, Page 2082, of the Official Public Records of Real Property of Bexar County, Texas; and

WHEREAS, FFB was assigned all of the rights of FCCH, as Declarant, by an Assignment of Rights as Declarant, dated November 30, 1989 and recorded in Volume 4727, Page 518, of the Official Public Records of Real Property of Bexar County, Texas; and

WHEREAS, Article XI, Section 7, of the Declaration provides that the Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend the Declaration by any instrument in writing duly

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force and effect, and the validity of such other provisions is in no way altered by this amendment.

BE IT FURTHER RESOLVED that a copy of this amendment be filed in the Official Public Records of Real Property of Bexar County, Texas.

Executed as of the day and year first above written.

FRANKLIN FEDERAL BANCORP,  
A FEDERAL SAVINGS BANK

By:  
Name:  
Title:

  
J.S. Norman, III  
Senior Vice President

party to amend the Declaration 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 in the Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration and shall not materially impair or affect the vested property or other rights of any Owner or any Owner's mortgagee; and

WHEREAS, FFB has determined that Article III, Section 10, of the Declaration contains an ambiguity and FFB desires to more clearly enumerate the rights of all parties concerned by eliminating such ambiguity; and

WHEREAS, FFB has determined that the following amendment is consistent with and in furtherance of the general plan and scheme of development as evidenced by the Declaration and does not materially impair or affect the vested property or other rights of any Owner or any Owner's mortgagee.

NOW, THEREFORE, BE IT RESOLVED that Article III, Section 10, of the Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development is amended to read in its entirety as follows:

Section 10. Uniformity of Assessments. To the extent practicable, assessments shall be established and collected on an equal and uniform basis with every Lot covered by this Declaration (including additions hereto) being subject to the same assessment; provided, however, that if any residential dwelling is situated on three or fewer Lots, each of which (i) are contiguous to each other, and (ii) are used in a way that inures to the sole benefit of the residential dwelling (with such uses including, without limitation, the landscaping of any contiguous lot when such lot is used as a front yard, backyard, or side yard to enhance the value, whether pecuniary or aesthetic, of the dwelling), then such dwelling and Lots shall only be subject to one assessment. Any Lots not meeting these criteria, however, shall each be subject to individual assessments. The Declarant reserves the right to impose assessments on a non-uniform basis for any non-residential property covered hereby, so long as the owner of said non-residential property is obligated to pay at least a sum equal to the assessment imposed for a single-family dwelling.

BE IT FURTHER RESOLVED that, except as herein provided, each and all of the provisions of the Declaration shall remain in full

THE STATE OF TEXAS

COUNTY OF BEXAR

§  
§  
§

This instrument was acknowledged before me on the 21 day of June, 1990, by J.S. Norman, III, who is the Senior Vice President of Franklin Federal Bancorp, A Federal Savings Bank, on behalf of said federal savings bank.

*Pamela S. Morris*

Notary Public in and for the  
State of Texas

PAMELA S. MORRIS

Printed/Typed Name of Notary

My Commission Expires:

10/15/92

NOTARY PUBLIC STATE OF TEXAS  
PAMELA S. MORRIS  
10-15-92

**AFTER RECORDING, RETURN TO:**

John E. Tarbox, Esq.  
Vinson & Elkins  
1700 First City Centre  
816 Congress Avenue  
Austin, Texas 78701-2496

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