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DECLARATION OF PROTECTIVE COVENANTS  
FOR  
THE BLUFF AT THE DOMINION  
PLANNED UNIT DEVELOPMENT

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**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
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PLANNED UNIT DEVELOPMENT**

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

**THAT, GKH Developments, Ltd.**, (hereinafter called "Declarant") a Texas limited partnership, being the owner of all of the lots situated within that certain subdivision known as The Bluff at The Dominion Planned Unit Development, according to the plat ("Plat") of the said subdivision recorded in Volume 9667, Page 196, 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 (this "Declaration") 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:

1.     ACC shall mean the Architectural Control Committee established pursuant to the Umbrella Declaration and referred to in Article IV hereof.
2.     Association shall mean The Dominion Homeowners Association, a Texas non-profit corporation.
3.     Common Properties shall mean the properties to be owned and/or maintained by the Association for the common use and enjoyment of its respective members.
4.     Declarant shall mean GKH Developments, Ltd., and any other single party to whom it assigns in writing any of its rights hereunder. No assignment of Declarant rights is valid unless approved by a majority of the Board of Directors of the Association, in writing.
5.     Dwelling shall mean a single family residence constructed on a Lot meeting each of the following criteria:
  - (a)     The front elevation (including flipped or reversed) must be different from the front elevations of all of the following Dwellings (i) on adjacent Lots, (ii) on Lots directly across the street (facing front of the Dwelling), and (iii) on Lots diagonally across the street (facing front of the Dwelling);
  - (b)     The colors and materials on the exterior walls must be different from those of

all of the following Dwellings (i) on adjacent Lots, (ii) on Lots directly across the street (facing front of the Dwelling), and (iii) on Lots diagonally across the street (facing front of the Dwelling);

(c) The colors and materials of the roofs in the Villas at the Bluff must be uniform to enhance the unified architectural theme of the Villas at the Bluff. The colors and materials of the roofs in the Estates at the Bluff will be reviewed and approved individually as part of the ACC approval process.

(d) The landscape layout must be different from those of all of the following Dwellings (i) on adjacent Lots, (ii) on Lots directly across the street (facing front of the Dwelling), and (iii) on Lots diagonally across the street (facing front of the Dwelling);

(e) The roof design must be different from those of all of the following Dwellings (i) on adjacent Lots, (ii) on Lots directly across the street (facing front of the Dwelling), and (iii) on Lots diagonally across the street (facing front of the Dwelling);

(f) The structural planters must be different from those of all of the following Dwellings (i) on adjacent Lots, (ii) on Lots directly across the street (facing front of the Dwelling), and (iii) on Lots diagonally across the street (facing front of the Dwelling);

(g) All corner Lots as described below shall be required to have architectural detail on the side of the Dwelling facing the street of equal quality as the front of the Dwelling:

Block/Lot	Side Street Requiring Architectural Detail
<ul style="list-style-type: none"> <li>• Block 31, Lots 1, 3, 7 and 8</li> </ul>	Bluff Run
<ul style="list-style-type: none"> <li>• Block 30, Lot 24</li> </ul>	Bluff Run
<ul style="list-style-type: none"> <li>• Block 30, Lots 1 and 25</li> </ul>	Bluff Place
<ul style="list-style-type: none"> <li>• Block 30, Lots 28, 40, 41, 48, 49 and 52</li> </ul>	Cliff Line

Notwithstanding any of the foregoing criteria, the plans and specifications for all Improvements constructed on a Lot must be approved in writing and in advance by the ACC. Inclusion of the foregoing items on plans and specifications does not guarantee approval by the ACC.

6. Villas at the Bluff shall mean the property within the Subdivision identified as Lots 1-24, Block 30, New City Block 16386 and Lots 1-9, Block 31, New City Block 16386 according to the Plat.

7. Estates at the Bluff shall mean the property within the Subdivision identified as Lots 25-64, Block 30, New City Block 16386 according to the Plat.

8. Improvements shall have the meaning set forth in the Umbrella Declaration.

9. Lot shall mean any Lot, plot, parcel or tract of land shown on the Plat, with the exception of the Common Properties.

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

11. Umbrella Declaration shall mean that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development duly recorded in Volume 2956, Pages 61 et seq. of the Real Property Records of Bexar County, Texas. Terms used but not otherwise defined herein shall have the meanings ascribed to them in the Umbrella Declaration.

## **ARTICLE II. USE**

All Lots in the Subdivision shall be used for single-family residential purposes only. One single family Dwelling per Lot shall be permitted, together with accessory structures incidental thereto, including, but not limited to, garage, utility, storage, shade structures, swimming pools, spas, fountains, patios, walls, fences, trellises and other similar structures, provided such structures are not connected or attached to Improvements on adjacent Lots unless such adjacent Lots are combined pursuant to Article XXXVI herein. In accordance with the provisions of Article XXVI, no sport courts or tennis courts shall be permitted in the Villas at the Bluff.

No Owner shall occupy or use their 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, their family, guests, tenants and servants. In no event shall an 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 completion.

## **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. In the event Declarant phases development of the Subdivision, this requirement shall apply to each phase.

Maintenance of Common Properties: Since the Subdivision will be developed in three phases (Unit 13-A, Unit 13-B and Unit 17), maintenance of all Common Properties in the Subdivision will be the sole responsibility of the Declarant until such time as the following conditions (the "Turnover Conditions") have been met for a particular phase, at which time the Association shall assume maintenance of the Common Properties located in such phase:

1. In excess of fifty percent (50%) of the Owners of Lots in a particular phase are required to pay maintenance assessments to the Association; and

2. The Association has verified the condition of the Common Properties in such phase as provided hereafter.

Declarant shall send written notice to the Association when the Turnover Conditions have occurred for a particular phase. A representative of the Association will inspect the Common Properties in such phase 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 located in such phase and Declarant shall convey such Common Properties to the Association.

Until all Turnover Conditions above have been met for a particular phase, the Association shall have absolutely no responsibility for the maintenance, upkeep or repair of the Common Properties located in such phase. Thereafter, the Association shall be responsible for the maintenance, upkeep and repair of such Common Properties.

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.

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

Declarant shall complete all Improvements to Common Properties in Unit 13-A within eighteen months (18) from the recordation of the Plat. The Association may, in its sole discretion, extend the deadline for such Improvements and waive the bond requirement for good cause shown.

Any clearing of trees in the Common Properties will be reviewed as part of an overall landscape plan for the Common Properties, which must be submitted in advance for approval by the ACC.

Common Properties designated on the plat as "Open Space" or "Unplatted" or which are part of any flood plain are not intended to be irrigated or landscaped. No person will be permitted to irrigate or landscape such designated areas; provided, however, that (i) the Association may irrigate or landscape such designated areas; and (ii) the Declarant may irrigate or landscape such designated areas with the prior written approval of the Association, which approval may be withheld in the Association's sole discretion. Any landscaping of such designated areas by the Declarant must be approved in advance and in writing by the ACC.

#### **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 ACC requirements set forth herein or in the Umbrella Declaration, the applicable terms and provisions of such Umbrella Declaration being incorporated herein by reference, including, but not limited to the obtaining of prior approval of the ACC for preliminary design plans and final plans and specifications for such Improvements and the obtaining of Building Permits and Certificates of Occupancy at the appropriate times. Nothing herein shall be construed to waive the requirement that all Improvements on each Lot be approved by the ACC according to their customary approval requirements and process, and to be in compliance with all rules and regulations set forth by the Board of Directors of the Association.

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

Because assessments are addressed in the Umbrella Declaration this Article V is intentionally left blank.

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

The total floor area of the main structure of any Dwelling in the Villas at the Bluff shall not be less than two thousand square feet (2,000 sq. ft.) if one-story and two thousand four hundred square feet (2,400 sq. ft.) if more than one-story. The total floor area of the main structure of any Dwelling in the Estates at the Bluff shall not be less than three thousand square feet (3,000 sq. ft.) if one-story and three thousand five hundred square feet (3,500 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. Dwellings not conforming to these requirements must request and obtain a written variance in advance from the ACC, which the ACC at its sole discretion may grant or deny.

#### **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 ACC.

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

1. All exterior walls of Dwellings in the Villas at the Bluff 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 ACC. Masonry or masonry veneer permitted for Dwellings in the Villas at the Bluff includes stucco, stone, and stone veneer, including cultured stone. Brick will only be permitted as an accent material for Dwellings in the Villas at the Bluff. Where cultured stone is used without a foundation lug along the bottom course of stone, the resulting projection beyond the face of the foundation must be concealed by landscaping. If cultured stone is used beside garage doors or above other paving surfaces where landscaping is not feasible, it must be brought down to the driveway or paving grade. Installation patterns of cultured stone must be horizontally formatted (no vertical orientation will be allowed). Notwithstanding the above, the ACC is empowered to allow a variance

from the foregoing provisions and otherwise in accordance with the Umbrella Declaration.

2. All exterior walls of Dwellings in the Estates at the Bluff shall be constructed of a minimum of 80% masonry or masonry veneer and shall be restricted to those types and colors of masonry material reasonably approved by the ACC. Masonry or masonry veneer permitted for Dwellings in the Estates at the Bluff includes stucco, brick, stone and stone veneer. Stone used in the Estates at the Bluff shall be natural quarried stone, not cultured stone. High quality natural wood siding (Redwood, Select Cypress, Ipe, etc.) may be accepted as an accent material for Dwellings in the Estates at the Bluff provided such material does not cover more than 20% of the exterior of any Dwelling in the Estates at the Bluff. In no event will the ACC approve lower quality wood siding materials such as knotty cedar, pine, etc. or fiber cement siding. Prefinished metal panels or copper panels may be accepted as an accent material for Dwellings in the Estates at the Bluff provided it does not cover more than 20% of the exterior of any Dwelling in the Estates at the Bluff. Notwithstanding the above, the ACC is empowered to allow a variance from the foregoing provisions and otherwise in accordance with the Umbrella Declaration.

3. Masonry trim, caps, corbels, headers, keystones and other similar masonry accents shall be approved by the ACC.

4. Each Dwelling shall have an illuminated house identification number on an exterior wall located as close to the front porch or front courtyard entry 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 the house identification number be readily visible at all times to assist emergency vehicles in locating properties when necessary.

5. For Dwellings located in the Estates at the Bluff the foundation slab on all sides of the Dwelling shall be clad with the same material as the exterior wall to within one (1) foot of finished grade.

6. For Dwellings located in the Villas at the Bluff the foundation slab on the front elevation and within twenty five (25) feet of the front corner on each side of the Dwelling shall be clad with the same material as the exterior wall to within one (1) foot of finished grade.

7. For all Dwellings on corner Lots the foundation slab on the entire side of the Dwelling facing the side street shall be clad with the same material as the exterior wall to within one (1) foot of finished grade, except the portion of that side which may be shielded from view by a solid masonry wall.

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

1. All walls and fences in the Subdivision must be approved by the ACC and shall be of the following composition: all masonry; all wrought iron; any combination of wrought iron and/or masonry; or any other material that, in the opinion of the ACC, is compatible with the style of the main Dwelling.

2. 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 ACC approves of same in writing.

3. No chain-link fences or wooden privacy fences may be built or maintained on any Lot. No wall or fence shall be greater than eight (8) feet in height, unless approved by the ACC.

4. 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.

5. Front courtyard walls are required to be composed of either all masonry or a combination of masonry with wrought iron on the upper portion provided that it is complimentary to the architecture and materials of the Dwelling. Front courtyard walls shall be a minimum of ten (10) feet behind the front property line and a maximum of six (6) feet in height. Notwithstanding the above, the ACC is empowered to grant a variance from the foregoing requirements and otherwise in accordance with the Umbrella Declaration

6. Required Fences and Walls:

(a) Rear Property Line Fences. Block 30, Lots 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, and 64 are each required to have a six foot high wrought iron fence along their entire rear property lines harmonious with the design and construction of the fencing along the perimeter of the Subdivision. The location of the required fence on Lot 53, Block 30 must be approved by the ACC to coordinate with potential future security fences to be installed adjacent thereto.

(b) Visual Screening. Corner lots are required to have visual screening approved by the ACC, facing the side street (listed below in the table) from the back property line to the shorter of 40 feet or the rear Dwelling wall to prevent visibility into backyards. The screening may be accomplished with either a solid masonry wall or landscaping. If landscaping is used for visual screening, the landscaping must be approved in advance by the ACC and will consist of non-deciduous plant material. The preferred list of plants includes high density vegetation like Sweet Vibernum, Vibernum Suspensum, Red Tip Photinia, Yapon Holly, Texas Sage, or other plants similar in look and density. A wrought iron fence may be installed in addition to the vegetation buffer if approved in advance and in writing by the ACC.

Block/Lot	Side Street Requiring Screening
• Block 30, Lot 24	Bluff Run
• Block 30, Lot 25	Bluff Place
• Block 30, Lots 28, 40, 41, 48, 49 and 52	Cliff Line
• Block 31, Lots 1, 3, 7 and 8	Bluff Run

(c) Front Courtyard Walls. All Dwellings in the Estates at the Bluff shall be required to construct front courtyard walls with the specifications described in Article IX, Item 5 above that enclose a minimum of 50% of the area between the front of the Dwelling structure and the back of the 10' front utility easement. Dwellings in the Villas at the Bluff are encouraged (but not required) to construct front courtyard walls.

## **ARTICLE X. PAVED SURFACES**

1. For Dwellings in the Villas at the Bluff paved surfaces (including patios, porches, pool decks, stoops, stairs, steps, walkways and driveways): (a) if visible from any adjacent street, shall be colored or stained salt finish textured concrete of a uniform color with tooled joints or exposed aggregate concrete; and (b) if not visible from any adjacent street, may be stone, brick, tile or colored or stained concrete provided that the material and color is approved by the ACC. The decorative pattern of tooled joints in colored or stained salt finish textured concrete surfaces must be approved in advance by the ACC.

2. For Dwellings in the Estates at the Bluff paved surfaces (including patios, porches, pool decks, stoops, stairs, steps, walkways and driveways): (a) if visible from any adjacent street, shall be stone masonry (with or without brick accents), pavers (stone, brick or concrete), exposed concrete aggregate, or scored (meaning saw cut) and colored or stained salt finish textured concrete; and (b) if not visible from any adjacent street, shall be, at a minimum, exposed concrete aggregate or scored and colored or stained salt finish textured concrete of a uniform color. If exposed aggregate or salt finish concrete is used for any paving surface visible from the street, it shall be required to have a perimeter border of stone, brick or pavers that is a minimum of sixteen (16) inches in width. The decorative pattern of scored joints in colored or stained salt finish textured concrete must be approved in advance by the ACC.

## **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. 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.

## **ARTICLE XII. MODEL HOME**

Model homes are allowed in the Subdivision; provided, however, that any model home constructed on a Lot must be approved in advance and in writing by the ACC. If a model home is approved by the ACC, the Owner of such Lot will not allow or otherwise permit members of the public to access the model home unless the Owner or its designee is present at the model home. Security procedures for entry of public to model homes in the Subdivision must be approved by the Board of Directors of the Association. Unless a variance is granted by the ACC, (i) a maximum of two (2) model homes will be permitted in the Villas at the Bluff at any one time; and (ii) a maximum of two (2) model homes will be permitted in the Estates at the Bluff at any one time.

### **ARTICLE XIII. SIGNS**

No signs of any kind shall be displayed to the public view on any Lot including, but not limited to, the displaying of any signs which advertise the Lot or Improvements for sale or lease, except as expressly permitted hereunder. The ACC shall permit signage types similar to those previously approved for model homes in the Subdivision. Other signage must meet the following established standardized sign criteria which permits the displaying of one sign per Lot which is uniform in size, color and the permitted location on a 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 (it can only have the Owner's name, logo and phone number, along with block/lot number). The ACC specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of a Dwelling on 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.

Declarant reserves the right to, but is not obligated to install a sign at the entrance of the Subdivision showing names and logos of builders building in the Subdivision. If Declarant decides to install such a sign, the sign must be approved in advance and in writing by the ACC prior to installation.

### **ARTICLE XIV. MAINTENANCE**

1. Lot Maintenance. Grass, weeds, shrubs and all vegetation on each Lot shall be kept mowed and/or trimmed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the 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 ACC and published to Owners, 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 judgment, 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 Association the exclusive right to do the following:

Each Owner agrees to paint the wood surfaces (soffits and fascia) of the exterior of his Dwelling as often as needed. Each Owner shall, in addition, be responsible to repair or replace any broken or cracked windows, doors, or other damaged exterior surfaces of their Dwelling. Should an Owner not properly maintain his Dwelling, as set out herein, the Declarant and/or the 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 9 of the Umbrella Declaration.

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

1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat 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 without the prior written approval of the ACC. As a condition precedent to securing such approval of the ACC 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, the Association, nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements, except as may be required by State, County or Municipal statutes, ordinances, rules or regulations, or by the Association or by custom and practice of such utility company.

2. The following easements shall apply only in the Villas at the Bluff for zero-lot line Dwellings:

(a) Temporary Easements During Construction. Owners of Dwellings and/or Lots adjacent to Lots in which a zero-lot line Dwelling is being built thereon hereby grant a six foot (6') temporary access easement in all directions from the zero setback walls for the purpose of constructing the zero-lot line Dwelling. This temporary easement shall be in full force and effect during construction of the zero-lot line Dwelling and expire thirty (30) days after a Certificate of Occupancy has been issued for such zero-lot line Dwelling. With the exception of front yard walls, construction in the temporary easement area shall be limited to temporary walls and fences which can be removed and rebuilt with permanent walls or fences after expiration of the temporary easement. Owners of the zero-lot-line Dwellings benefitting from such easements shall be held responsible for all expenses of repairing or replacing any plantings or structures located within the adjacent property's temporary access easement and damaged during construction of the adjacent Dwelling. ACC approval of landscape plans shall take into consideration this temporary access easement when reviewing plans where damage and subsequent repair and replacement will be eminent due to future construction. Any landscaping or structures installed in the

Temporary Easement not approved by the ACC shall not be subject to repair or replacement.

(b) Perpetual Easements. Owners of Dwellings and/or Lots adjacent to zero-lot line Dwellings hereby grant a perpetual three foot (3') access easement from all zero setback walls for the purpose of inspection, repair and maintenance of the zero setback walls. Within the perpetual easement area, all plantings, walls and accessory structures shall be reviewed and approved by the ACC. Owners of the Zero-Lot-Line Dwellings benefitting from such easements shall be held responsible for all expenses of repairing or replacing any plantings or structures located within the adjacent property's perpetual easement and damaged during any maintenance or repair of the zero setback walls. Roofs, gutters, fascia and masonry corbels may encroach a maximum of one foot six inches (1'-6") into the perpetual easement area.

#### **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 a 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 Common 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 (at the sole determination and definition of the Association) 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 Dwelling or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Dwelling or Owners in the Dominion Planned Unit Development. No blasting shall be conducted on any Lot without a permit being issued by the ACC.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to any neighboring property or does not comply with the City of San Antonio Dark Sky Lighting Ordinance (except reasonable security, landscape, or tennis court lighting that has approval of the ACC and is compliant with the City of San Antonio Dark Sky Lighting Ordinance). Upon being given notice by the Association that any such lighting is objectionable, the Owner shall take all necessary steps to properly shield same in a manner that affords consideration to those Lot Owners disturbed thereby or remove the same.

No exterior 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 ACC, 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 the Subdivision. Trash enclosures shall be provided and constructed of the same materials as exterior walls of the Dwelling, must be able to house one (1) 96 gallon container, and so designed as to their users and collectors in a manner approved by the ACC. Trash enclosure gates shall be wrought iron with solid metal panels to obscure trash and containers from view. Solid gates of other materials may be accepted by the ACC if approved in advance and in writing by the ACC.

**ARTICLE XIX. ANIMALS**

No sheep, goats, horses, cattle, swine (including potbellied pigs), 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 an animal which 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 Dwelling 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 Lot, including, but not limited to, water wells, cesspools or septic tanks. No rainwater collection and storage systems shall be erected, installed, or placed on any Lot without the prior written approval of the ACC.



## **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 ACC.

No solar panels or other similar apparatus shall be placed on any Dwelling in such a manner that it is visible from the street facing the front of the Dwelling. The ACC reserves the right to allow installations of solar panels visible from the street facing the front of the Dwelling if the solar panels are integrated into the roofing material or are low profile and in the ACC's opinion the aesthetics of the solar panel installation does not negatively affect the theme and ambiance of the Subdivision.

## **ARTICLE XXIII. DRAINAGE EASEMENTS**

1. Easements for drainage throughout the Subdivision are reserved as shown on the Plat identified as either "12' Private Drainage & Gas Easement" or "5' Permeable Drainage & Landscape Easement."

2. The drainage easement labeled "12' Private Drainage & Gas Easement" refers to underground storm sewer piping, gas piping and required accessibility thereto, and is not subject to the surface water runoff restrictions set forth in Item 3 of this Article XXIII.

3. The drainage easements labeled "5' Permeable Drainage & Landscape Easement" located on Lots 29, 31, 32, 33 and 38 of Block 30 are required to be graded such that the surface water runoff from those Lots is directed to the Bluff Strand street and not to any adjacent Lot. Other than the specific mandatory grading requirements set forth in this Item 3 of Article XXIII, 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:

(a) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement; provided, however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or

(b) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(c) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon such drainage easements either in temporary or permanent basis.

4. 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 ACC and/or Declarant and/or Association, and the ACC 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 and maintained upon any Lot. A central mailbox shall be provided by Declarant and such structure shall have prior approval of the ACC.

#### **ARTICLE XXV. CONSTRUCTION TRAILERS**

With the advance approval of the ACC, Declarant may place a construction trailer in the Subdivision for its use during construction of improvements and homes. In addition, with the advance approval of the ACC, builders may place construction trailers on their Lots during construction of homes provided there are no more than a total of three construction trailers placed in the Subdivision at any one time. The only builders that will be allowed to place construction trailers in the Subdivision are those that have committed to purchasing multiple Lots with the intent of an ongoing building program. Construction trailers placed by a builder and approved by the ACC will be allowed to remain until such builder no longer owns a Lot in the Subdivision.

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

Basketball goals and/or backboards, play equipment, swings, trampolines, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot in the Subdivision where same would be readily visible from the street or an adjoining Lot without the prior written consent of the ACC. Tennis courts and sports courts shall not be permitted in the Villas at the Bluff and will only be permitted in the Estates at the Bluff with the prior written approval of the ACC.

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

1. Each Dwelling shall be provided with a minimum of two and a maximum of four permanent, off-street, enclosed parking spaces. Three or more car garages shall have no more than two direct load (front facing) garage doors. Enclosed parking stalls for golf carts are encouraged, and golf carts shall not be stored where visible at any time from any street. The ACC may grant a variance to the maximum number of enclosed parking spaces in certain situations, including the event any Lots are combined pursuant to Article XXXVI herein.

2. Dwellings in the Estates at the Bluff are required to have a single garage door for each parking bay of 10 (ten) feet maximum width. No double garage doors for two bays of parking will be allowed in the Estates at the Bluff.

3. Garage door openers shall be required for all garage doors.

4. Interior walls of all garages must be finished [i.e., taped, floated and painted as a minimum].

5. A minimum of a two car garage must be maintained for storage of automobiles and other vehicles and related purposes.

6. Overnight 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**

For Dwellings in the Villas at the Bluff all roof materials shall be concrete barrel tile of a color blend that is consistent throughout the Villas at the Bluff to create a harmonious architectural effect.

For Dwellings in the Estates at the Bluff all roof materials for primary and accent roofs shall be comprised of the following materials:

- 1. Concrete tile (flat or barrel); or
- 2. Clay tile (flat or barrel); or
- 3. Standing Seam Metal (provided it is non-reflective and the color is pre-approved by the ACC in writing). Copper metal roofs will be allowed as its reflective quality diminishes quickly.
- 4. Single ply membrane roofing systems for low slope roofs will be allowed provided that such roof materials are not visible from ground level.

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 written approval of the ACC.

Low slope (visually flat) roofs will be allowed in the Subdivision, provided the architectural quality is enhanced by incorporating such an element. The ACC has the right to reject any roof type or profile that is not detailed to achieve quality architecture.

**ARTICLE XXIX. BURGLAR AND FIRE ALARMS**

Prior to the issuance of a Certificate of Occupancy by the ACC, 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 ACC may establish from time to time minimum standards and specifications for the burglar and smoke alarm systems, and make these specifications available to Owners and builders.

**ARTICLE XXX. SITE DEVELOPMENT REGULATIONS**

Dwelling Setbacks: Except as otherwise set forth in the below table, the following setbacks are required for each Lot:

- 1. Villas at the Bluff. Dwellings in the Villas at the Bluff which have direct load (front facing) garage doors must maintain a minimum setback of twenty (20) feet from the front property line; however, in the event that one of the garage doors is side load, the front wall of the side load garage may be setback a minimum of fifteen (15) feet from the front property line. Dwellings in the Villas at the Bluff which have only side load garage doors (J driveway configuration) must maintain a minimum setback of fifteen (15) feet. Notwithstanding the foregoing, there are three Lots listed below that in all cases must

maintain a minimum twenty (20) foot front setback regardless of garage orientation.

2. Estates at the Bluff. In addition to the setbacks set forth in the table below, for Dwellings in the Estates at the Bluff which have direct load (front facing) garage doors, the wall containing the garage doors shall be a minimum of five feet behind any front wall of the structure and have a minimum four (4) feet of roof cover in front of the garage doors.

Lot	Front Setback	Side Setbacks	Rear Setback
<b>Villas at the Bluff</b>			
Block 31, Lot 1	20ft	15 ft from Bluff Run and 0 ft from Block 31, Lot 9	10 ft
Block 31, Lot 2	20ft/15 ft side load	10 ft on left side and 0 ft on right side	10 ft
Block 31, Lot 3	20ft/15 ft side load	15 ft from Bluff Run and 0 ft from Block 31, Lot 4	10 ft
Block 31, Lot 4	20ft/15 ft side load	10 ft on right side and 0 ft on left side	10 ft
Block 31, Lot 5	20ft/15 ft side load	10 ft on right side and 0 ft on left side	10 ft
Block 31, Lot 6	20ft/15 ft side load	10 ft on right side and 0 ft on left side	10 ft
Block 31, Lot 7	20ft/15 ft side load	10 ft from Bluff Run and 10 ft from Block 31, Lot 6	10 ft
Block 31, Lot 8	20ft/15 ft side load	15 ft from Bluff Run and 0 ft from Block 31, Lots 5,6 and 7	10 ft
Block 31, Lot 9	20ft/15 ft side load	10 ft on left side and 0 ft on right side	10 ft
Block 30, Lot 1	20 ft	10 ft on left side and 0 ft on right side	15 ft
Block 30, Lot 2	20ft/15 ft side load	10 ft on the left side and 0 ft on the right side	15 ft
Block 30, Lot 3	20ft/15 ft side load	10 ft on the left side and 0 ft on the right side	15 ft
Block 30, Lot 4	20ft/15 ft side load	10 ft on the left side and 0 ft on the right side	15 ft
Block 30, Lot 5	20ft/15 ft side load	10 ft on the left side and 0 ft on the right side	15 ft
Block 30, Lot 6	20ft/15 ft side load	10 ft on the left side and 0 ft on the right side	20 ft
Block 30, Lot 7	20ft/15 ft side load	10 ft on the left side and 0 ft on the right side	20 ft
Block 30, Lot 8	20ft/15 ft side load	10 ft on the left side and 0 ft on the right side	20 ft
Block 30, Lot 9	20ft/15 ft side load	10 ft on the left side and 0 ft on the right side	20 ft

<b>Lot</b>	<b>Front Setback</b>	<b>Side Setbacks</b>	<b>Rear Setback</b>
Block 30, Lot 10	20ft/15 ft side load	10 ft on the left side and 0 ft on the right side	20 ft
Block 30, Lot 11	20ft/15 ft side load	10 ft on the left side and 0 ft on the right side	15 ft
Block 30, Lot 12	20ft/15 ft side load	10 ft on the left side and 0 ft on the right side	15 ft
Block 30, Lot 13	20ft/15 ft side load	10 ft on the left side and 0 ft on the right side	15 ft
Block 30, Lot 14	20ft/15 ft side load	10 ft on the left side and 0 ft on the right side	15 ft
Block 30, Lot 15	20ft/15 ft side load	10 ft on the left side and 0 ft on the right side	15 ft
Block 30, Lot 16	20ft/15 ft side load	10 ft on the left side and 12 ft on the right side	15 ft
Block 30, Lot 17	20ft/15 ft side load	10 feet on the right side and 12 ft on the left side	15 ft
Block 30, Lot 18	20ft/15 ft side load	10 ft on the right side and 0 ft on the left side	15 ft
Block 30, Lot 19	20ft/15 ft side load	10 ft on the right side and 0 ft on the left side	15 ft
Block 30, Lot 20	20ft/15 ft side load	10 ft on the right side and 0 ft on the left side	20 ft
Block 30, Lot 21	20ft/15 ft side load	10 ft on the right side and 0 ft on the left side	20 ft
Block 30, Lot 22	20ft/15 ft side load	10 ft on the right side and 0 ft on the left side	20 ft
Block 30, Lot 23	20ft/15 ft side load	10 ft on the right side and 0 ft on the left side	20 ft
Block 30, Lot 24	20 ft	20 feet from Bluff Run and 0 ft from Block 30 Lot 23	20 ft
<b>Estates at the Bluff</b>			
Block 30, Lot 25	25 ft	20 ft from Bluff Place and 7.5 ft from Block 30, Lot 26	15 ft
Block 30, Lot 26	25 ft	7.5 ft on each side	15 ft
Block 30, Lot 27	25 ft	7.5 ft on the left side and 12 ft on the right side	15 ft
Block 30, Lots 28, 40, 41 and 48	20 ft	20 ft from side street and 7.5 ft from adjacent lot	15 ft

Lot	Front Setback	Side Setbacks	Rear Setback
Block 30, Lots 29, 30, 31, 32, 33, 37, 38, 39, 42, 43, 44 and 47	20 ft	5 ft from each side	15 ft
Block 30, Lot 34	20 ft	5 ft on the left side and 20 ft on the right side	15 ft
Block 30, Lot 35	20 ft	5 ft on the right side and 20 ft on the left side	20 ft
Block 30, Lot 36	20 ft	5 ft from each side	20 ft
Block 30, Lot 45	20 ft	5 ft on the left side and 20 ft on the right side	15 ft
Block 30, Lot 46	20 ft	5 ft on the right side and 20 ft on the left side	15 ft
Block 30, Lot 49	20 ft from Bluff Edge	20 ft from Cliff Line and 5 ft from Block 30, Lot 50	15 ft
Block 30, Lot 50	20 ft	5 ft from Block 30, Lot 49 and 51 and 20 ft from Greenbelt.	15 ft from Lots 46 and 47
Block 30, Lot 51	20 ft	5 ft from Block 30, Lots 50 and 52, and 20 ft from Greenbelt	At Sewer easement
Block 30, Lot 52	20 ft from Bluff Edge	20 ft from Cliff Line and 5 ft from Block 30, Lot 51	At Sewer easement
Block 30, Lot 53	20 ft	10 ft on the right side and sewer easement on the left side	20 ft
Block 30, Lots 54-64	25 ft for front load garages and 20 ft for side load garages	7.5 ft on each side, or a minimum of 5 ft provided that the total of both sides is 15 ft	30 ft

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

The maximum height of any structure shall be thirty-five feet (35'), measured from the top of the roof ridge to the average finished grade of the Lot.

### **ARTICLE XXXII. IRRIGATION**

All Lots with Dwellings located thereon must be irrigated by sprinkler systems approved by the ACC and in accordance with the irrigation plan approved by the ACC. 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**

Dwellings in the Villas at the Bluff are required to have rain gutters installed on the side of the Dwelling that is on the zero lot line and said guttering must be maintained in functioning order. Where guttering is to be utilized, the type and color must be submitted in advance and approved in writing by the ACC, with downspouts being so situated as to minimize adverse drainage consequences for adjoining Lots.

### **ARTICLE XXXIV. TREE PROTECTION**

Trees on each Lot will 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 Subdivision. To prevent the unnecessary damage or death to existing trees, the Declarant, Owners, their architects, and/or builders will be required to comply with the tree care and protection rules that may be promulgated from time to time by the Association or the ACC. Declarant will not engage in mass clearing of trees on Lots, unless required for (1) compliance with the Plat, (2) compliance with drainage requirements, (3) compliance with TCEQ requirements (4) embankment of locally generated excavation materials, (5) local, city, county, state, federal or other governing entity requirement.

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

Landscaping plans and specifications for each Lot must be submitted to the ACC and approved in writing by the ACC prior to installation. Any landscaping and irrigation required by the plans and specifications approved by the ACC 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 ACC. In view of the major emphasis placed by Declarant and the ACC on landscaping, the right to require the landscape and irrigation plans to include the planting of trees by Owner is reserved for the ACC, if, in the opinion of the ACC 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 ACC.

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.

Any areas proposed to be left natural landscaped areas must be specifically approved in writing by the ACC. The ACC shall have the right to impose reasonable landscaping and irrigation requirements consistent with the requirements of this Declaration and the Umbrella Declaration.

### **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 adjacent Lots into one Dwelling and landscaped area, provided that such combination is approved in advance in writing by the ACC. In the Villas

at the Bluff, no more than two (2) adjacent Lots may be combined or integrated. In the Estates at the Bluff, no more than three (3) adjacent Lots may be combined or integrated. If adjacent Lot(s) are landscaped and made part of one Dwelling, all such Lots joined together will be combined into one Lot and deemed to be one Lot for purposes of voting or any allocation of assessments (regular or special). If additional Lot(s) owned by an Owner are not adjacent or are left unimproved as separate Lots, such Lots shall be treated for purposes of voting or of any allocation of assessments (regular and special) as separate Lots.

#### **ARTICLE XXXVII. WINDOW TREATMENT**

No aluminum foil, reflective film, paper, mini blinds or similar treatment shall be placed on windows or glass doors at any time. If any window treatment is installed on windows visible from the street, it shall be equipped with interior wood shutters, blinds with natural tone, or other presentable window treatment. No bars or obstructions intended for use as burglar bars may be placed on the exterior of a Dwelling, including, but limited to windows and doors unless approved by the ACC.

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

To allow for adequate sight distance at all street and alley intersections within the Subdivision, 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 ACC.

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

By plat, those tracts of land described in the 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 Lots and Common Properties. The Association shall own the Common Properties in fee. All dedications, limitations, restrictions and reservations shown on the 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**

All Lots are hereby made subject to the terms and provisions of the Umbrella Declaration. The Umbrella Declaration governs the use of the Lots and Improvements constructed thereon. Reference is made to the Umbrella Declaration for a more particular description of the rights and obligations contained therein. Each Lot is required to pay assessments to the



Association in accordance with the Umbrella Declaration.

#### **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 a 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 ACC 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 for a term beginning on the date this Declaration is recorded and continuing through and including January 1, 2060, after which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of legal title to seventy percent (70%) 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. 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 parties.

#### **ARTICLE XLIII. ENFORCEMENT**

If the parties hereto, or their heirs, successors, lessees or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning a Lot situated in the Subdivision, or Declarant, or its assigns, or the Association, without requirement of joinder of the other, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either (1) prevent him or them from so doing, (2) recover damages for such violations, and (3) to recover court costs and reasonable attorney's fees. 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. Neither the Declarant nor the Association shall ever be under any obligation to enforce the terms of this Declaration, and any failure to enforce shall never give rise to any liability whatsoever on the part of the Declarant, Declarant's successors or assigns, the Association, or the Board of Directors of the Association. 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. Further, if the Board of Directors of the Association determines that the service of an attorney and/or collection agent are appropriate for use in seeking compliance, but suit is not brought, the Association shall be entitled to recover, from the member violating this Declaration the reasonable costs of services of any attorney and/or collection agent, relating to the violation. The foregoing provision for recovery of costs, expenses and attorney's fees shall be deemed to have been agreed to by the owner(s) of any Lot covered hereby by acceptance of conveyance of other transfer of title to such Lot.

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

The invalidation of any one of these covenants by judgment of court order shall in no way 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 gives the Owner notice of the failure and the time within which it must be cured, as may be required by law or by written agreement, then the Association, as the Beneficiary of this Special Deed of Trust may:

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; and

b) Sell and convey the Lot to the highest bidder for cash with a special 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. Robert D. Burton, 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 Article 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 acquisition 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 to the Association shall also constitute an assessment, payable by the Owner(s) of the Lot, 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 Umbrella Declaration; and, in the event that the Association expends any funds for the enforcement of these provisions, that all such sums, including, but not limited to, the 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 liens securing 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 Association. To evidence the aforesaid lien, the 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 Association in like manner as a mortgage on real property subsequent to the recording of a notice of lien as provided above, or the Association may institute suit against the Owner personally obligated to pay the Assessment and/or the foreclosure of the aforesaid lien judicially, it being understood that the election of any one remedy shall not constitute a waiver of any other remedies. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs expenses, and attorney's fees incurred. The Association shall have the power to bid on the property at foreclosure or other legal sale, and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. The Association also expressly reserves the right to post the names of any delinquent members at a highly visible location within the Subdivision.

#### **ARTICLE XLVIII. RESERVATION OF RIGHTS**

The Declarant shall have and reserves the right at any time, and from time to time, to amend this Declaration, by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that 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, any amendment proposed by the Declarant pursuant to this Article shall require the joinder or consent of the Association, acting through a majority of the Board of Directors 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 XLIX. AMENDMENT**

At any time the Owners of the legal title to seventy percent (70%) of the Lots within the Subdivision may amend this Declaration 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 (acting through a majority of its Board of Directors), 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, acting through a majority of its Board of Directors prior to the sale of any Lot to a third party. No amendment to this Declaration will purport to withdraw the Subdivision or any Lot from the Umbrella Declaration or the jurisdiction of the Association without the advance written approval of the Association, acting through a majority of the Board of Directors of the Association.

**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 Association, unless such Owner has given written notice to the Association of a different address, in which event, such notice shall be sent to the Owner at the address so designated. In such event, such notice shall conclusively be deemed to have been given by 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.

**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.

**ARTICLE LV. BUILDING CODES**

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

**ARTICLE LVI. FIREARMS, PROJECTIONS AND WEAPONS**

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

**ARTICLE LVII. SIDEWALKS**

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

EXECUTED this 21 day of May, 2014.

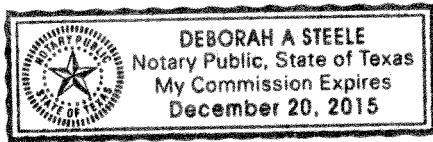
GKH Developments, Ltd.,  
a Texas limited partnership

By: GKH Developments GP, LLC  
a Texas limited liability company,  
its General Partner

By: \_\_\_\_\_  
Roberto Kenigstein, Manager

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the 21 day of May, 2014, by Roberto Kenigstein, Manager of GKH Developments GP, LLC, a Texas limited liability company, General Partner of GKH Developments, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.



Deborah A. Steele  
Notary Public, State of Texas

After recording, return to:  
GKH Developments, Ltd.  
16002 Via Shavano, Suite 101  
San Antonio, Texas 78249

Doc# 20140084282  
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BEXAR COUNTY  
GERARD C. RICKHOFF  
COUNTY CLERK  
Fees \$142.00

STATE OF TEXAS  
COUNTY OF BEXAR  
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was e-FILED and e-RECORDED in the Official  
Public Records of Bexar County, Texas  
on this date and time stamped thereon.  
05/22/2014 12:07PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard C. Rickhoff*