

CHICAGO TITLE GF# 431512438
NET (29)

**DECLARATION OF PROTECTIVE COVENANTS
FOR
ALTURAS AT THE DOMINION
PLANNED UNIT DEVELOPMENT**

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**DECLARATION OF PROTECTIVE COVENANTS
FOR ALTURAS AT THE DOMINION
PLANNED UNIT DEVELOPMENT**

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

THAT, Highlands Dominion, LLC, a Texas limited liability company, and The Panhandle at Brenthurst, LLC, a Texas limited liability company (hereinafter called "Declarants"), being the owners of all of the lots situated within that certain subdivision known as Alturas at the Dominion, a Planned Unit Development (the "Subdivision"), according to the plat of the said Subdivision recorded in Volume 9664, Pages 7-8, Document No. 20140017355 in the Official Public Records of Bexar County, Texas (hereinafter called the "Subdivision Plat "), and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the Subdivision, do hereby adopt and establish the following restrictions and covenants ("Section 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. Alturas Common Properties shall mean the Properties inside the gates of the Subdivision to be owned and/or maintained by the Alturas Interior Association for the common use and enjoyment of its respective members.
2. Architectural Control Committee or ACC shall mean the Architectural Control Committee established pursuant to the Umbrella Declaration (as defined herein) and referred to in Article VII hereof.
3. Association or HOA shall mean The Dominion Homeowners Association, a Texas non-profit corporation.
4. Associations shall mean Association and Alturas Interior Association, as defined below.
5. Conservation Restriction shall mean that certain Declaration of Conservation Restriction recorded in Book 14873, Pages 1182 et seq. of the Official Public Records of Bexar County, Texas.
6. Dominion Common Properties shall mean the Properties outside the gates of the Subdivision to be owned and/or maintained by the Association for the common use and enjoyment of its respective members.
7. Declarant with respect to Highland-Panhandle Lots (as defined below) means Highlands Dominion, LLC and The Panhandle at Brenthurst, LLC and any other party to whom Highlands Dominion, LLC and The Panhandle at Brenthurst, LLC assign in writing all of their rights as Declarant hereunder. Declarant with respect to Highland Lots (as defined below) means Highlands Dominion, LLC and any other party to whom Highlands Dominion, LLC assigns in writing all of its rights as Declarant hereunder. Declarant with respect to Panhandle Lots (as defined below) means The Panhandle at Brenthurst, LLC

and any other party to whom The Panhandle at Brenthurst, LLC assigns in writing all of its rights as Declarant hereunder. No assignment of a Declarant's rights is valid unless approved by a majority of the Board of Directors of the Association ("Board") and the Interior Board (as defined below), in writing, except that an assignment of a Declarant's rights by one Declarant to the other Declarant is valid without such approval. In the event of an assignment from one Declarant to another, a copy of such assignment shall be provided to the Association.

8. Dwelling shall mean a single family residence constructed on a Lot. Improvements shall consist of any and all physical enhancements and alterations to a Lot, including site work, utilities, landscaping, lighting, drainage and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature. All Improvements, including all Dwellings, must be approved in advance and in writing by the ACC.
9. Alturas Interior Association shall mean the Alturas Homeowners Association, Inc., which Declarants shall cause to be incorporated pursuant to provisions hereof.
10. Lot shall mean a subdivided lot on the Subdivision Plat, with the exception of the Dominion Common Properties and Alturas Common Properties and any Lots which may not be used for single family dwelling purposes as set forth on the Subdivision Plat. The Lots are sometimes collectively referred to herein as the "Properties". Each Lot in the Subdivision shall have a Lot Development Zone as defined in the Conservation Restriction, not to exceed two (2) contiguous acres, or less if restricted by the Declarants in a publicly recorded document on a Lot by Lot basis; and a Lot No Development Zone as defined in the Conservation Restriction. No construction, improvements, structures, maintenance, irrigation, landscaping, dumping, use of biocides or pesticides, tree removal or predator control shall be allowed on the Lot No Development Zones, except as allowed under the Conservation Restriction.
11. Owner shall mean the record Owner, whether one or more persons or entities of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Declarant shall be an Owner so long as such Declarant owns a Lot. The term "Owners" may be used for multiple owners of Lots.
12. Umbrella Declaration shall mean that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development recorded in Volume 2956, Pages 61 et seq. of the Official Public Records of Bexar County, Texas. Terms used but not otherwise defined herein shall have the meanings ascribed to them in the Umbrella Declaration.
13. Highland Lots shall mean the following Lots:

| Highland Lots | Block | NCB | Lot Number |
|---------------|-------|-------|------------|
| | 35 | 16385 | 35 |
| | 35 | 16385 | 36 |
| | 35 | 16385 | 37 |
| | 35 | 16385 | 38 |

| | | | |
|--|----|-------|----|
| | 35 | 16385 | 42 |
| | 35 | 16385 | 43 |

14. Panhandle-Highland Lots shall mean the following Lots:

| Highland-Panhandle Lots | Block | NCB | Lot Number |
|-------------------------|-------|-------|------------|
| | 35 | 16385 | 39 |
| | 35 | 16385 | 40 |
| | 35 | 16385 | 44 |

15. Panhandle Lots shall mean the following Lots:

| Panhandle Lots | Block | NCB | Lot Number |
|----------------|-------|-------|------------|
| | 35 | 16385 | 41 |

ARTICLE II. CONTROL

IN CASE OF A CONFLICT BETWEEN THIS DECLARATION OF PROTECTIVE COVENANTS, THE CONSERVATION RESTRICTION AND THE UMBRELLA DECLARATION (AS DEFINED BELOW), THE CONSERVATION RESTRICTION SHALL CONTROL, FOLLOWED BY THE UMBRELLA DECLARATION, FOLLOWED BY THIS DECLARATION OF PROTECTIVE COVENANTS.

ARTICLE III. ALTURAS INTERIOR ASSOCIATION

1. Membership. Each Owner, whether one or more persons or entities, of a Lot in the Subdivision, shall, upon and by virtue of becoming such Owner, automatically become a Member of the Alturas Interior Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Alturas Interior Association shall automatically cease. Membership in the Alturas Interior 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 Alturas Interior Association, and no certificate of membership shall be issued.

2. One Class of Voting Members. The Alturas Interior Association shall have one class of voting membership, with all members being entitled to one vote for each Lot in which they hold the interest required for membership as stated in Section 1 hereof. 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.

3. Interior Board of Directors. The affairs of the Alturas Interior Association shall be conducted by the Board of Directors of the Alturas Interior Association (the "Interior Board") in accordance with the Certificate of Formation and the Bylaws of the Alturas Interior Association.

4. Purpose of Alturas Interior Association. The purpose of the Alturas Interior 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 provide for the maintenance, repair, preservation, upkeep and protection of those Alturas Common Properties to be owned and/or maintained by the Alturas Interior Association, including, but not limited to the private fire pump station for the Subdivision, streets (behind the gate – part of Alturas Common Properties) and the security gate situated at the entry of the Subdivision on Alturas Way and such other purposes as are stated in the Certificate of Formation or Bylaws consistent with the provisions of this Declaration.

5. Declarants Control of Alturas Interior Association. Notwithstanding any provisions herein contained to the contrary, Declarants shall have the absolute right to control the Alturas Interior Association and elect its Interior Board of Directors until January 1, 2025 or that date when, in Declarants' sole opinion, the Alturas Interior Association is fully viable, self-supporting and operational, whichever date occurs earlier. At the time Declarants are ready to turn over control to the Alturas Interior Association, they shall get the Association's concurrence on the viability of the Alturas Interior Association, irrespective of when that happens.

6. Covenants for Assessments. The Declarant, for each Lot owned by it within the Subdivision, 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 to the Alturas Interior 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.

7. Purpose of Assessments. The Assessments levied by the Alturas Interior Association shall be held, used and expended by the Alturas Interior Association for the common benefit of all Members for the following purposes to-wit: to promote the health, safety, aesthetics, security and welfare of the 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, including, but not limited to the private fire pump station, streets (behind the gate – part of Alturas Common Properties) and the gate serving the Subdivision.

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

9. Special Assessments. In addition to the annual assessment, the Interior Board of Directors 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 part of the Alturas Common Properties owned or maintained by the Alturas Interior Association or for carrying out other purposes of the Alturas Interior Association as stated herein or in the Certificate of Formation of the Alturas Interior Association.

10. Vote Required for Increase in Rate of Annual Assessment. The increase in the rate of the annual assessment, as authorized by Section 8 above, must be approved by a majority of the Interior Board of Directors voting in person or by proxy, at a meeting duly called for such purpose.
11. Vote Required for Special Assessment. The Special Assessment authorized in section 9 above, must be approved by a majority of the Interior Board of Directors voting in person or by proxy, at a meeting duly called for such purpose.
12. Commencement Date of Annual Assessment. Annual assessments provided for herein shall commence on a date determined by Declarants to be appropriate; but, in no event shall they commence for any Lot within the Subdivision prior to the time of conveyance (by Warranty Deed) of such Lot by Declarant. Failure by Declarants to commence assessments by any particular date shall not be deemed as a waiver by Declarants to thereafter cause the commencement of same.
13. Due Date of Assessments. Annual Assessments shall become due and payable on those dates established by the Interior Board of Directors from time to time.
14. Owner's Personal Obligation of 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.
15. 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 in the Subdivision being subject to the same assessment.
16. Assessment Lien and Foreclosure. All sums assessed in the manner provided in Section 14 above and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the Lot 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 Alturas Interior Association. To evidence the aforesaid assessment lien, the Alturas Interior 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 the property. Such notice shall be signed by one of the officers of the Alturas Interior 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 13 above, and may be enforced by the foreclosure of the defaulting Owner's Lot by the Alturas Interior Association in like manner as a mortgage on real property. The Alturas Interior 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, the Owner shall be required to pay the costs, expenses, and attorney's fees incurred. The Alturas Interior Association shall have the power to bid on the Lot 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 Lot in the Subdivision, the Alturas Interior Association shall report to said mortgagee thirty (30) days after the same are due. The Alturas Interior Association also expressly reserves the right to post the names of any delinquent members at a highly visible location within the Properties.

17. Alturas Common Properties Exempt. All Alturas Common Properties owned or maintained by the Alturas Interior Association shall be exempted from the Assessments and liens created herein.

18. Alturas Restrictions. The Alturas Interior Association shall have the right to modify restrictions for the Subdivision, provided they are not in conflict with, interfere with or relax in any way any of restrictions outlined in the Conservation Restriction or the Umbrella Declaration.

19. Association's Right. If the Alturas Interior Association is unable to perform its duties or enforce its rights, the Association reserves the right to provide a written notice to the Alturas Interior Association of such failure, with a thirty (30) day cure period. If the Alturas Interior Association does not cure the failure, the Association reserves the right to take over the roles and responsibilities of the Alturas Interior Association, provided there is not a financial burden placed on the Association for its service. The Association's service to perform the roles and responsibilities of the Alturas Interior Association may be temporary or permanent depending on what is in the best interest of the Owners and the Subdivision, as determined by the Association in consultation with the Owners. Expenses specific to the Subdivision shall remain the responsibility of the Owners of the Subdivision as stated herein.

ARTICLE IV. USE

All Lots 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.

No Owner shall occupy or use his Lot or any Improvements constructed thereon or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, his family, guests, tenants and servants. In no event shall an Owner use his Lot or any Improvements thereon for the operation of a business or for commercial purposes.

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 V. TITLE TO AND MAINTENANCE OF DOMINION COMMON PROPERTIES

Title to Dominion Common Properties: Dominion Common Properties, if any, shall be deeded in fee to the Association free and clear of any liens or other encumbrances.

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

1. In excess of fifty percent (50%) of the Lots are conveyed and the Owners of said Lots are required to pay maintenance assessments to the Association; and
2. The Association has verified and approved the condition of the Dominion Common Properties and Improvements constructed thereon:

The Declarants shall send written notice to the Association when the Turnover Conditions have occurred. A representative of the Association shall inspect the Dominion Common Properties to determine their state of repair and maintenance within thirty (30) days of receiving notice from such Declarant. The Association shall send a punch list of items to be repaired or replaced by the Declarants prior to the acceptance of maintenance responsibility by the Association. The Declarants shall correct the items on the punch list within ninety (90) days of receiving the punch list from the Association. After the Declarants correct the items on the punch list to the reasonable satisfaction of the Association, the Declarants shall cause the Dominion Common Properties to be conveyed to the Association in a form and manner acceptable to the Board.

Until the Dominion Common Properties have been conveyed to the Association, the Association shall have absolutely no responsibility for the maintenance, upkeep or repair thereof. Upon conveyance of the Dominion Common Properties to the Association, the Association shall be responsible for the maintenance, upkeep and repair of such Dominion Common Properties so conveyed.

Until the Dominion Common Properties have been conveyed to the Association, Declarants at their sole cost and expense shall maintain the Dominion Common Properties in a safe, slightly, good and functional condition and consistent with other property owned and maintained by the Association.

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

The Declarants shall complete all Improvements to Dominion Common Properties within twenty four months (24) from the recordation of the Subdivision Plat. In the event the Dominion Common Properties and Improvements to be constructed thereon are not completed within the time outlined above, Declarants shall provide a good and sufficient bond to the Association, which shall be in an amount equal to but not less than the current estimated costs of completing the Dominion Common Properties and Improvements to be constructed thereon. The Association may extend the deadline and waive the bond requirement for good cause shown, but any such extension shall be in the sole and absolute discretion of the Association.

Any clearing of trees in the common areas, except as reasonably required for (1) compliance with the plat, (2) compliance with street or 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, shall be reviewed as part of the landscape plan submitted by the Declarants to the Association Development Committee for consideration and require Board approval.

Maintenance of Dominion Common Properties after conveyance to the Association shall be at sole discretion of the Association. Except for the Declarant, no Owner shall be permitted to landscape common areas.

Any landscaping of Dominion Common Properties by the Declarants must be approved in advance and in writing by the HOA Landscape Committee. All other improvements to the Dominion Common Properties shall be approved by the HOA Development Committee, except if required as per the plat or as per other governmental requirements and/or regulations.

Drainage easements, if any, in the common areas are not intended to be irrigated and landscaped. Except for the Declarant, no Owner shall be permitted to landscape drainage easements in the common areas, except with prior written approval of the Association, which approval may be withheld at the Associations sole discretion. Any landscaping of drainage easements by the Declarants must be approved in advance and in writing by the HOA Landscape Committee.

The Alturas Interior Association reserves the right to take over maintenance and ownership of Dominion Common Properties at any time after they have been turned over to the Association at its

sole discretion. Any expense related to the take over shall be borne by the Alturas Interior Association. The Association shall cooperate with the Alturas Interior Association with such take over, provided it does not have to bear the cost of such take over. Any changes in landscape plans to the Dominion Common Properties prior to take over and execution of such plans after take over shall need to be approved by the HOA Landscape Committee.

ARTICLE VI. TITLE TO AND MAINTENANCE OF ALTURAS COMMON PROPERTIES

Title to Alturas Common Properties: Title to Alturas Common Properties shall be deeded in fee to the Alturas Interior Association free and clear of any liens and encumbrances.

Alturas Interior Association, following its formation by the Declarants, may turn any or all rights and responsibilities enumerated herein by mutual agreement over to the Dominion Homeowners Association.

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

1. In excess of fifty percent (50%) of the Lots are conveyed and the Owners of said Lots are required to pay maintenance assessments to the Alturas Interior Association; and
2. The Alturas Interior Association has verified and approved the condition of the Alturas Common Properties and Improvements constructed thereon:

The Declarants shall send written notice to the Alturas Interior Association when the Turnover Conditions have occurred. A representative of the Alturas Interior Association shall inspect the Alturas Common Properties to determine their state of repair and maintenance within thirty (30) days of receiving notice from such Declarant. The Alturas Interior Association shall send a punch list of items to be repaired or replaced by the Declarants prior to the acceptance of maintenance responsibility by the Alturas Interior Association. The Declarants shall correct the items on the punch list within ninety (90) days of receiving the punch list from the Alturas Interior Association. After the Declarants correct the items on the punch list to the reasonable satisfaction of the Alturas Interior Association, the Declarants shall cause the Alturas Common Properties to be conveyed to the Alturas Interior Association in a form and manner acceptable to the Board.

Until the Alturas Common Properties have been conveyed to the Alturas Interior Association, the Alturas Interior Association shall have absolutely no responsibility for the maintenance, upkeep or repair thereof. Upon conveyance of the Alturas Common Properties to the Alturas Interior Association, the Alturas Interior Association shall be responsible for the maintenance, upkeep and repair of such Alturas Common Properties so conveyed.

Until the Alturas Common Properties have been conveyed to the Alturas Interior Association, Declarants at their sole cost and expense shall maintain the Alturas Common Properties in a safe, sightly, good and functional condition and consistent with other property owned and maintained by the Alturas Interior Association.

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

The Declarants shall complete all Improvements to Alturas Common Properties within twenty four months (24) from the recordation of the Subdivision Plat. In the event the Alturas Common Properties and Improvements to be constructed thereon are not completed within the time outlined above, Declarants shall provide a good and sufficient bond to the Alturas Interior Association, which shall be in an amount equal to but not less than the current estimated costs of completing the

Alturas Common Properties and Improvements to be constructed thereon. The Alturas Interior Association may extend the deadline and waive the bond requirement for good cause shown, but any such extension shall be in the sole and absolute discretion of the Alturas Interior Association.

Any clearing of trees in the common areas, except as reasonably required for (1) compliance with the plat, (2) compliance with street or 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, shall be reviewed as part of the landscape plan submitted by the Declarants to the Association Development Committee for consideration and require Board approval.

Maintenance of Alturas Common Properties after conveyance to the Alturas Interior Association shall be at sole discretion of the Alturas Interior Association. Except for the Declarant, no Owner shall be permitted to landscape common areas.

Any landscaping of Alturas Common Properties by the Declarants must be approved in advance and in writing by the HOA Landscape Committee. All other improvements to the Alturas Common Properties shall be approved by the HOA Development Committee, except if required as per the plat or as per other governmental requirements and/or regulations.

Drainage easements in the common areas are not intended to be irrigated and landscaped. Except for the Declarant, no Owner shall be permitted to landscape drainage easements in the common areas, except with prior written approval of the Alturas Interior Association, which approval may be withheld at the Alturas Interior Associations sole discretion. Any landscaping of drainage easements by the Declarants must be approved in advance and in writing by the ACC.

ARTICLE VII. ARCHITECTURAL CONTROL

No Dwellings or Improvements 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 from such ACC at the appropriate times. Nothing herein shall be construed to waive the requirement of all Dwellings and Improvements on each Lot to be approved by the ACC according to their customary approval requirements and process.

ARTICLE VIII. ASSESSMENTS

Notwithstanding all Annual Assessments and Special Assessments payable under the terms of this Section Declaration, the Owners of Lots shall also be subject to any and all assessments payable under Article III of the Umbrella Declaration.

ARTICLE IX. SIZE OF DWELLING

The total floor area of the main structure of any Dwelling shall not be less than six thousand square feet (6,000 sq. ft.) if one-story, and seven thousand square feet (7,000 sq. ft.) if more than one-story. In the event of any disagreement as to whether a Dwelling is to be considered one-story or greater, such determination shall be made by the ACC in its sole and absolute discretion. The minimum square footage requirements shall be exclusive of open porches, breezeways, carports, garages and other outbuildings or areas of a similar nature that are typically not air-conditioned.

ARTICLE X. 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. No outbuilding can be in front of the main building for the Dwelling, the front being defined as the portion of a Dwelling facing Alturas Way in front of the Lot. All such buildings must be approved in advance and in writing by the ACC.

ARTICLE XI. EXTERIOR WALLS

1. All exterior walls of a Dwelling 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 includes stucco, rock, rock veneer, clay, ceramic tile, brick and rammed earth. Declarants' intent for this Subdivision is to use more stone and stucco and less of brick. Notwithstanding the above, the ACC may, in its sole discretion, grant a written variance to the masonry requirements set forth herein. It is expressly intended that exterior walls exclude soffits and fascia.

Certain stucco colors, including, but not limited to those listed below, shall not be allowed in the Subdivision, except with prior written approval from ACC:

- Red
- Yellow
- Green
- Blue
- Purple
- Turquoise
- Pink
- Black

ACC reserves the right to add or remove colors listed above, in its sole discretion in an effort to promote architectural harmony or reduce unsightly aesthetics in the neighborhood.

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

3. Each Dwelling shall have an illuminated house identification number on an exterior wall located as close to the front porch as possible and readily visible from the street. Such illumination shall be provided by a light on a photoelectric cell and shall not have a bypass switch. It is intended that house identification number be readily visible at all times to assist emergency vehicles in locating the Dwelling.

4. Foundation slab in the front of the house should have a stucco finish with color same as the exterior wall or have a masonry façade or exterior.

ARTICLE XII. WALLS, FENCES AND GATES

All walls and fences in the Subdivision must be approved in advance by the ACC and shall be of the following composition:

1. All masonry; or
2. All rammed earth; or

3. All wrought iron; or
4. Any combination of wrought iron, rammed earth and/or masonry; or
5. Any other material approved in advance by the ACC.

Any fence or wall built or maintained anterior to the front elevation of the Dwelling shall be part of the architectural design of the main structure and retaining walls, provided the ACC approves of same in advance and in writing.

No chain-link fences may be built or maintained on any Lot. No wall or fence shall be greater than six feet (6') in height, except as approved by ACC.

All gates shall be solid wood door-type or wrought iron consistent with the architecture of the Dwelling.

ARTICLE XIII. PAVED SURFACES

All paved surfaces visible from any adjacent street (including patios, stoops, stairs, steps, walkways and driveways), shall be stone masonry (with or without brick accents), pavers (stone, brick or concrete) or scored concrete with one of the following finishes – exposed aggregate, colored concrete with salt finish, stained concrete with texture, etched concrete, sand blasted concrete or other finishes as approved by the ACC for color and texture on a case by case basis. Broom finished concrete with no color is not allowed. All paved surfaces not visible from any adjacent street shall be, as a minimum, scored concrete with one of the following finishes – exposed aggregate, colored concrete with salt finish, stained concrete with texture, or other finishes approved by the ACC.

ARTICLE XIV. 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 onto 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 XV. PLAN REPETITION

The plan for a Dwelling may in no event be approved if the same or similar plan (defined as less than 50% changed from an existing approved plan) has been approved within the Subdivision as determined by the ACC in its sole discretion.

ARTICLE XVI. 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 or as may be required by law. The ACC shall establish standardized sign criteria which permits the displaying of one sign per Lot which is uniform in size, color and permitted location on the Lot, which such sign can be used to specifically identify that a particular Lot is for sale or lease; provided, however, that said sign shall not contain the words "For Sale", "For Lease", "Available" or any other similar descriptive words, and such sign shall not display the name,

logo or phone number of any real estate company or Owner's agent (it can only have the Owner's name or name of an entity that has the Lot under contract to purchase, 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 the Dwelling on such Lots, and a separate set of standards and criteria to apply to such Lots after a Dwelling has first been occupied thereon, and to modify such standards and criteria from time to time.

ARTICLE XVII. MAINTENANCE

1. Lot Maintenance. Grass, weeds, shrubs and all vegetation on the Lot Development Zone of 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 shall be permitted. Building materials shall not be stored on any Lot except on Lot Development Zone 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 maintenance requirements set forth or provided for in the Umbrella Declaration, then in such event each Declarant and/or Associations 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. Each Declarant and/or Associations may also, at their 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 such Declarant and/or Associations 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 agrees as follows and grants to the Declarants of the Subdivision in which such Lot is located and the Associations the right to do the following:

Each Owner agrees to paint the wood surfaces (soffits and fascia) of the exterior of his Residence as often as needed, but in no event less often than once every five (5) years. Each Owner shall, in addition, be responsible to repair or replace any broken or cracked windows, doors, or other damaged exterior surfaces of Owner's Dwelling or any improvements constructed on the Owner's Lot. Should the Owner not properly maintain his Dwelling or Improvements, as set out herein, the Declarants and/or the Associations shall be granted the right to contract for such services and bill the Owner the cost of such maintenance. If the maintenance or corrective action is prosecuted by the Associations, the cost of such corrective work (including a reasonable management and administrative fee, and any costs incurred by the Associations to compel compliance by the Owner) shall be deemed an assessment enforceable as a lien under the Umbrella Declaration.

ARTICLE XVIII. UTILITY EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Subdivision 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 which may damage or interfere with the installation and maintenance of utilities. 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 or the Associations are responsible. The Declarants, the Associations, or any utility company using the easements herein or referred to shall not 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.

ARTICLE XIX. FIRE PUMP

The Subdivision shall have a private pump station located to provide fire flow to the houses constructed in the Subdivision above 1270 feet as measured in accordance with North American Vertical Datum of 1988 (NAVD88). The Declarant, at its expense, shall install a private fire pump within the Subdivision, in accordance with state and local specifications, for purposes of fire suppression. The Declarant, at its expense, shall maintain the private fire pump until the Subdivision is turned over to the Alturas Interior Association.

Upon the turn-over of the Subdivision to the Alturas Interior Association, the sole and exclusive responsibility for monitoring and maintenance of the fire pump shall rest with the Alturas Interior Association and its contractor for performing these services. The Alturas Interior Association shall own, maintain and monitor the pump station through its contracts with licensed service providers. The Alturas Interior Association shall contract, no less than annually, for maintenance on the station as recommended by the pump manufacturer. The Alturas Interior Association shall create and fund a reserve for maintenance, monitoring, and replacement as appropriate for pump station repair/and or replacement in perpetuity.

The San Antonio Water System (SAWS) shall not be responsible for installing, monitoring or maintaining the fire pump.

Domestic water service for Lots in the Subdivision above 1270 elevation in accordance with NAVD88 shall be provided from flag lot taps below 1270 elevation and domestic water supply booster pumps shall be required for service to such homes in the Subdivision. The cost of installation and maintenance of the domestic water supply booster pump shall be the responsibility of the Owner of the respective Lot.

City of San Antonio requirements for fire and building codes must be addressed in the design and construction of dwellings in the Subdivision.

ARTICLE XX. VEHICLES

No trailer, tent, boat, recreational vehicle, all terrain vehicle (ATV), or stripped down, wrecked, junked, or inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the Lot readily visible to the street or another Lot, and shall be kept within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted on any Lot or street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot or any of the Dominion Common Properties or Alturas 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 8 hours) parked for the purpose of serving such Lot.

ARTICLE XXI. NUISANCES

No noxious or offensive activity shall be carried on upon any Lot or upon the Dominion Common Properties or Alturas 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 shall impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to

exist which shall adversely affect other Dwellings. 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 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 Associations that any such lighting is objectionable, the Owner shall take all necessary steps to properly shield same in a manner that affords consideration to those Owners disturbed thereby or remove the same.

No exterior horns, or whistles, (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 XXII. 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 said subdivision. Trash enclosures shall be provided and constructed of the same materials as exterior walls of the Dwelling, must be able to house two (2) 96 gallon containers, and so designed as to their users and collectors in a manner approved by the ACC. Trash enclosure gates shall be wrought iron with mesh backing to obscure trash from view.

ARTICLE XXIII. ANIMALS

No sheep, goats, horses, cattle, swine (including pot bellied 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. Owners, residents and guest shall comply with the HOA's Rules and Regulations Regarding Pets policy, in its then current form.

ARTICLE XXIV. 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 XXV. 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. Conservation systems, including, but not limited to, rain water harvesting shall comply with HOA's Rainwater Harvesting

System Policy, in its then current form or other conservation policies implemented by the HOA in the future.

ARTICLE XXVI. 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, other than small satellite TV dishes no more than twenty-four inches (24") in diameter that are not visible from the street.

Except as allowed under HOA's Solar Devices Policy/Energy Efficient Roofing Policy or other renewable energy policies created by HOA in the future, 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.

No Flag Poles shall be allowed in any Lot, except as permitted by the then HOA policy on Flag Poles and shall require appropriate approvals from ACC for installation, maintenance, and modification.

ARTICLE XXVII. DRAINAGE EASEMENTS

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

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

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the ACC and/or either of the Declarants and/or Associations, and such ACC and/or Declarants and/or Associations 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 affecting the Subdivision.

ARTICLE XXVIII. MAILBOXES

No mailboxes shall be erected and maintained upon any Lot. A central mailbox shall be provided by the Declarants, provided that the mailbox structure and the location thereof shall be approved in advance and in writing by the ACC.

ARTICLE XXIX. CONSTRUCTION TRAILERS

With the advance written approval of the ACC, the Declarants may place a construction trailer on a Lot Development Zone of a Lot for its use during construction of Dwellings. In addition, with the advance approval of the ACC, builders may place construction trailers on the Lot Development Zones of their Lots during construction of Dwellings provided there are no more than a total of four (4) construction trailers. Builders allowed to place construction trailers on the site shall be determined by the Declarants (with subsequent ACC approval). Construction trailers placed by builders and approved by the ACC shall be allowed to remain until the Dwelling is completed in the reasonable discretion of ACC.

ARTICLE XXX. ATHLETIC AND PLAYGROUND FACILITIES

No basketball goals, backboards, trampolines, playground equipment or any other similar sporting equipment of either a permanent or temporary nature shall be placed on any Lot in the Subdivision where same would be readily visible from the street. Basketball goals and backboards must have black poles and clear acrylic backboards. The size, location and appearance of tennis, sport courts, trampolines, and playground equipment must be submitted to the ACC for approval in the ACC's sole discretion and must be properly screened with landscaping.

ARTICLE XXXI. PARKING AND GARAGES

1. Each Dwelling shall be provided with a minimum of four, off-street, enclosed parking spaces. Any direct load garage shall be constructed at a minimum 20 feet behind the front elevation wall of the Dwelling. In addition to enclosed parking spaces, enclosed parking spaces for golf carts are encouraged (but shall not count towards the required number of enclosed parking spaces), and golf carts shall not be stored where visible at any time from any street.
2. Garage door openers shall be required for all garages.
3. Interior walls of all garages must be finished [i.e., taped, floated and painted as a minimum].
4. A minimum of a three car garage must be maintained for storage of automobiles and other vehicles and related purposes
5. Parking regulations as established by the Associations from time to time are incorporated herein by reference.

ARTICLE XXXII. ROOFS

All roof materials for primary and accent roofs shall be comprised of the following materials:

1. Concrete tile; or
2. Clay tile; or
3. Slate; or
4. Metal (only non-polished and non-reflective)

Certain roof colors, including, but not limited to those listed below, may only be used for accent purposes limiting to no more than 10% of the roof surface area and shall require ACC approval in advance and in writing:

1. Yellow
2. Green
3. Blue
4. Purple
5. Turquoise
6. Pink
7. White
8. Silver
9. Gold

ACC reserves the right to add or remove colors listed above, in its sole discretion in an effort to promote architectural harmony or reduce unsightly aesthetics in the neighborhood.

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

ARTICLE XXXIII. 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 XXXIV. SITE DEVELOPMENT REGULATIONS

Dwelling Setbacks: The following setbacks are required for each Lot:

- a. Sides: 25' minimum except as specified below.
- b. Front: 25' minimum.
- c. Rear: 30' minimum except as specified below

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

ARTICLE XXXV. HEIGHT LIMITATIONS

The maximum height of each Dwelling shall be thirty-five feet (35'), measured from the top of the roof ridge to the average finished grade of the highest altitude of each Lot as measured in accordance with North American Vertical Datum of 1988 (NAVD88):

| Block | Lot | Max Height Elevation in Feet as per NAVD88 |
|-------|-----|--|
| 35 | 35 | 1405 |
| 35 | 36 | 1445 |
| 35 | 37 | 1445 |
| 35 | 38 | 1350 |

| | | |
|----|----|------|
| 35 | 39 | 1335 |
| 35 | 40 | 1305 |
| 35 | 41 | 1265 |
| 35 | 42 | 1405 |
| 35 | 43 | 1375 |
| 35 | 44 | 1365 |

The height of all other Improvements must be approved in advance and in writing by the ACC.

ARTICLE XXXVI. IRRIGATION

The Lot Development Zones of all Lots 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 XXXVII. GUTTERING

Any guttering shall be approved in advance in writing by the ACC, with downspouts being so situated as to minimize adverse drainage consequences for adjoining Lots.

ARTICLE XXXVIII. TREE PROTECTION

Trees on each Lot shall benefit all residents in the Subdivision; and, consequently, it is the Declarants' intent to retain the overall character of the tree massing in the development. To prevent the unnecessary damage or death to existing trees, the Declarants, Owner, his/her architect, and/or builder shall be required to comply with the tree care and protection rules that may be promulgated from time to time by the Associations or the ACC and those defined in the Conservation Restriction. Neither Declarant shall engage in any mass clearing of trees on Lots, unless required for (1) compliance with the plat of the Subdivision, (2) compliance with drainage requirements, (3) compliance with Texas Commission on Environmental Quality requirements (4) embankment of locally generated excavation materials, or (5) local, city, county, state, federal or other governing entity requirement.

ARTICLE XXXIX. LANDSCAPING/IRRIGATION INSTALLATION

No landscaping is permitted in the No Lot Development Zone. Landscaping plans and specifications for Lot Development Zone of 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 the Lot Development Zone of 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 Declarants and the ACC on landscaping, the ACC expressly reserves the right to require the landscape and irrigation plans to include the planting of trees by Owner, if, in the opinion of such ACC such trees are necessary to preserve the general landscaping goals and criteria for the Subdivision as a whole and are in compliance with the Conservation Restriction. No more than ten percent (10%) in area of the front yard area of any Lot's Lot Development Zone, 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.

Preservation of natural vegetation is preferred and strongly encouraged wherever possible, especially on the hill side and behind a Dwelling. Introduced plant material shall be used to shade and cool, direct wind movements, enhance architectural features, relate structure design to the site, visually screen non-compatible uses, and ameliorate the impact of noise. All landscaping plant material shall be selected from a plant material list approved by the ACC and in compliance with the Conservation Restriction. 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 as natural landscaped areas must be specifically approved in writing by the ACC. ACC, at its discretion, may require Owner to clear underbrush and/or trim the trees in the natural landscape areas of the Lot Development Zone if they are visible from the front of the home. The ACC shall have the right to impose reasonable landscaping and irrigation requirements consistent with the requirements of this Declaration, Conservation Restriction and Umbrella Declaration.

ARTICLE XL. SUBDIVISION OR COMBINATION OF LOTS

No further subdivision of platted Lots in the Subdivision shall be permitted. An Owner may, however, combine or integrate two adjoining Lots into one Dwelling and landscaped area at the time either of said Lots is first improved, provided that such combination is approved in advance in writing by the ACC. If the additional lot(s) are re-platted into one lot, landscaped and made part of the Dwelling, all lots shall be combined into one Land shall be treated as one Lot for the purposes of voting or assessments (regular and special) for the Association, but as separate Lots for purposes of voting or any allocation of assessments (regular or special) for the Alturas Interior Association. If the additional lot(s) are left platted as separate lots, such combination of Lots shall be treated for such purposes of voting or of any allocation of assessments (regular and special) as separate Lots for the Association and the Alturas Interior Association.

ARTICLE XLI. 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 XLII. 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 XLIII. PRIVATE STREETS

The streets in the Subdivision are private. The portion of the streets that are part of the Alturas Common Properties (behind the gate) shall be conveyed to the Alturas Interior Association in accordance with Article VI herein. The portion of the streets that are part of the Dominion Common Properties (in front of the gate) shall be conveyed to the Association in accordance with Article V herein.

ARTICLE XLIV. THE DOMINION PLANNED UNIT DEVELOPMENT

All Lots are hereby made subject to the terms and provisions of the Umbrella Declaration of Covenants, Conditions, Easements and Restrictions for The Dominion Planned Unit Development, filed for record under Volume 2956, Page 61, et seq. of the Official Public Records of Bexar County, Texas. 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 owner of a Lot is required to pay assessments to the Association in accordance with the Umbrella Declaration.

ARTICLE XLV. 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 Lot which is not in compliance with the requirements contained herein, shall constitute a separate and individual violation hereof and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to the Lot, hereby waives the affirmative defenses of the Statute of Limitations, Waiver, and Laches with respect to covenant violations. Non-compliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein or in the Umbrella Declaration. Failure of the Declarants, the Associations, 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 XLVI. TERM

The foregoing covenants are made and adopted to run with the land and shall be binding upon Declarants and their 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, 2063, 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 property subject to the Umbrella Declaration has been recorded agreeing to revoke them, provided that no person, corporation or other entity 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 XLVII. 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 the Declarants, their assigns, the Association or the Alturas Interior Association, without requirement of joinder of the other, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either (1) prevent him or them from so doing, (2) recover damages for such violations, and (3) to recover court costs and reasonable attorney's fees. Neither the Declarants nor the Association shall ever be under any obligation to enforce the terms of this Declaration, and any failure to do enforce shall never give rise to any liability whatsoever on the part of the Declarants, Declarants' successors or assigns, the Association, or the Board. The reservation by Declarants of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and neither of the Declarants nor the Association shall be subject to any claim, demand, or cause of action from any Owner by virtue of not enforcing any restriction herein contained. Further,

if the Board determines that the service of an attorney and/or collection agent are appropriate for use in seeking compliance, but suit is not brought, the Association shall be entitled to recover, from the Owner 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 XLVIII. 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 XLIX. 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 Section Declaration thereby acknowledges an assessment lien that shall be held by the Trustee hereinafter named, for the benefit of the Declarant and/or the Associations, so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as an assessment lien trust (the "Assessment Lien 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 or incurred, 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 Assessment Lien 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 Assessment Lien Trust may:

1. Petitions a court with competent jurisdiction for a court order for expedited foreclosure pursuant to Section 209.0092 et seq Texas Property Code.
2. After obtaining a court order for expedited foreclosure, 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
3. 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; (ii) to the Association, the full amount advanced, attorney's fees, and other charges due and unpaid; (iii) any amounts required by law to be paid before payment to the Owner; and (iv) to the Owner any remaining balance.

4. Robert D. Burton, Attorney at Law, is appointed Trustee for the purpose of enforcing covenants, conditions and restrictions imposed by this Declaration, and also for the collecting of maintenance assessments. The Association, as Beneficiary, may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.

5. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

6. It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code Section 51.002, relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any Owner or mortgagee of any Owner, may, by amendment to this Declaration filed in the office of the County Clerk of Bexar County, Texas amend the provisions hereof so as to comply with said amendments to Section 51.002.

7. Any liens created by this Article XLV shall be superior to all other liens and charges against any Lot covered hereby except only for tax liens and all liens securing 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 L. 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 LI. 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 of Covenants, Conditions, Easements and Restrictions, as recorded and/or amended; and, in the event that the Association expends any funds for the enforcement of these provisions, that all such sums, including, but not limited to, the cost of collection, reasonable attorney's fees, and court costs, shall 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 LII. RESERVATION OF RIGHTS

The Declarants acting together shall have and reserve 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 Declarants pursuant to this Article shall require the joinder and approval of the Association, acting through a majority of the Board, which approval shall not be unreasonably withheld. The Association may specifically waive its joinder and approval by a written, recorded instrument. No other joinder or approval shall be required.

ARTICLE LIII. AMENDMENT

At any time the Owners of the legal title to sixty-seven percent (67%) of the Lots within the Subdivision, with the joinder and approval of the Board, 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 and approval of the Declarants unless Declarants specifically waive this requirement by a written recorded instrument, which approval shall not be unreasonably withheld. Declarants acting together are expressly permitted to amend the restrictions and covenants set forth herein with the joinder and approval of the Board prior to the sale of any Lot to a third party. No amendment to this Declaration shall 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 Board.

ARTICLE LIV. 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 the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

ARTICLE LV. 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 LVI. 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 LVII. 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 LVIII. 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 LIX. 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 LX. 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 either Declarant or located within The Dominion Planned Unit Development is strictly prohibited and each Owner shall ensure that his guests and family members do not violate such prohibition, except as permitted by law. Additionally, use of any bow and arrow, slingshot, or other launching or catapulting device is prohibited.

ARTICLE LXI. SIDEWALKS

Each Owner of the Lot or Dwelling agrees to construct a sidewalk, which shall meet standards established by ACC, at such Owner's sole cost and expense, if the same shall be required by any applicable government authority. As of the date of execution herein, sidewalks are not required in the Subdivision.

ARTICLE LXII. MODEL HOMES

Model homes are not allowed in the Subdivision.

ARTICLE LXIII. SUBMITTALS TO DECLARANT

In addition to the ACC requirements in the Umbrella Declaration which are incorporated herein by reference, including but not limited to, the obtaining of prior approval of the ACC for preliminary design submittals and for final design submittals (i.e. final plans and specifications) for such Improvements as set forth in Article V of the Umbrella Declaration, every Owner shall be required to provide the Declarants of the Subdivision in which such Owner's Lot is located with copies of preliminary design submittals and final design submittals for approval by the Declarants that the improvements proposed thereon are of good architectural design, elevation, massing, quality, proper size and is compatible with the Declarants' conceptual plan for the subdivision, prior to such

items being submitted to the Committee. The Declarants have the right but not an obligation to conduct such a review. The Declarants may, at their sole discretion, identify one or more architects, who shall review the Owner's plans to ensure that architectural design, elevation, massing, quality, and proper size are compatible with Declarants' conceptual plan for the Subdivision prior to such items being submitted to the Committee. The Declarants reserves the right, in their sole discretion to change one or more of the architects conducting the review at any time, without notice. The fees for the architect's review shall be paid for by the Owner directly to the architect at the time of plan submission. The fees shall be published based on the architect's fee schedule and shall be based on one hour (1) for the initial plan review and one half hour (1/2) for each subsequent review. The Declarants may disapprove the construction or design of a home on purely aesthetic grounds where, in their judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of the other homeowners or to preserve the serenity and natural beauty of the surroundings. The addresses for the Declarants to be used for submittals under this Article are as follows:

For Highlands Dominion, L.L.C.:

24165 IH-10W, Suite 217-641

San Antonio, Texas 78257

(or at the address of its registered agent in the records of the Texas Secretary of State)

For The Panhandle at Brenthurst, L.L.C.:

24165 IH-10W, Suite 217-641

San Antonio, Texas 78257

(or at the address of its registered agent in the records of the Texas Secretary of State)

EXECUTED this 4th day of February, 2014.

HIGHLANDS DOMINION, L.L.C.,
a Texas limited liability company

By: _____

Rajeev Puri,
Its: Manager

THE PANHANDLE AT BRENTHURST, L.L.C.,
a Texas limited liability company

By: _____

Rajeev Puri
Its: Manager

Consent of Lien Holders:

Texas Capital Bank, National Association

By: _____

Printed Name: _____

Title: _____

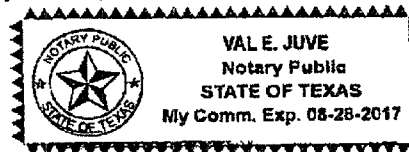
Laurie Criswell
VP

STATE OF TEXAS §
COUNTY OF BEXAR §

Before me, VAL E. JUVE, Notary Public, State of Texas, on this day appeared Rajeev Puri, Manager of HIGHLANDS DOMINION, L.L.C., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of February, A.D., 2014.

Val E. Juve
Notary Public, State of Texas

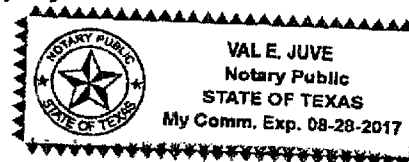


STATE OF TEXAS §
COUNTY OF BEXAR §

Before me, VAL E. JUVE, Notary Public, State of Texas, on this day personally appeared Rajeev Puri, Manager of THE PANHANDLE AT BRENTHURST, LLC., a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of February, A.D., 2014.

Val E. Juve
Notary Public, State of Texas

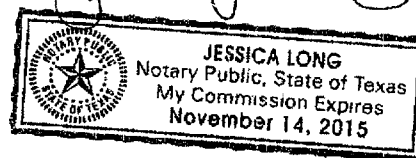


STATE OF TEXAS §
COUNTY OF Bexar §

Before me Jessica Long, Notary Public, State of Texas, on this day personally appeared Laune Griffin Exp of Texas Capital Bank, National Association, a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same on behalf of said national banking institution.

Given under my hand and seal of office this 4 day of February, A.D., 2014.

Jessica Long
Notary Public, State of Texas



After recording, return to:
Rajeev Puri
24165 IH-10W, Suite 217-641
San Antonio, Texas 78257

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Pages 30
02/05/2014 7:42AM
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Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$138.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
02/05/2014 7:42AM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff