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DECLARATION OF PROTECTIVE COVENANTS

FOR

THE CLOISTERS OF THE DOMINION

[THE DOMINION PLANNED UNIT DEVELOPMENT (Phase 5)]

THE STATE OF TEXAS

§

COUNTY OF BEXAR

§

KNOW ALL MEN BY THESE PRESENTS:

THAT, ISRAEL FOGIEL (Declarant), being the owner of all of the lots situated within that certain subdivision known as The Cloisters of The Dominion, which is Phase 5 of The Dominion Planned Unit Development, according to the plat of said subdivision recorded in Volume 9515, Page(s) 192-194, of the Deed and Plat Records of Bexar County, Texas (hereinafter called "the subdivision," "Phase 5" or "The Cloisters"), and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the subdivision, does hereby adopt and establish the following restrictions and covenants to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

I.

DEFINITIONS

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

- (a) Association shall mean the Dominion Homeowners Association, its successors and assigns, the nonprofit corporation which is referred to in a Declaration of Covenants, Conditions, Easements and Restrictions duly recorded in Volume 2956, Pages 61, et seq., of the Official Public Records of Real Property of Bexar County, Texas (the "Umbrella Declaration").

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- (b) Common Properties shall mean the Properties in the The Cloisters to be owned and maintained by the aforesaid Association for the common use and enjoyment of its members, including but not limited to private streets, greenbelts, parkways, medians, islands and other facilities now or hereafter situated within The Cloisters.
- (c) Declarant shall mean ISRAEL FOGIEL, and any other party to whom the he assigns in writing any of his rights hereunder.
- (d) Improvements shall mean and include all buildings, out-buildings, patios, balconies, decks, fences, walls, hedges, landscaping, antennae, towers, poles, ponds, lakes, swimming pools, driveways, parking areas, utilities, signs and other structures, apparatus, Improvements, recreational facilities, plantings, or equipment of a permanent or semi-permanent character. Included are both original Improvements made to Lots in The Cloisters and all subsequent changes, additions, treatments or replacements thereto.
- (e) Lot shall mean any Lot, plot, parcel or tract of land shown on the recorded Subdivision Plat of The Cloisters with the exception of the Common Properties, or with the exception of Lots not for single family dwelling use as depicted on the subdivision plat of The Cloisters.
- (f) Owner shall mean the record Owner, whether one or more persons or entities, of a fee simple title to any Lot situated in The Cloisters including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (g) Architectural Control Committee or Committee shall mean the Architectural Control Committee referred to in Article III hereof.
- (h) The Dominion Planned Unit Development shall mean that development which is covered by the Umbrella Declaration, both the original property described therein as well as any other parcels covered by Annexation Certificates thereto.

II.

USE

All Lots in the subdivision shall be used for single-family

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residential purposes only, except for Lots 1, 7, 14, 20, 23, 26 and 39, Block 1; Lot 30, Block 2; and Lot 1, Block 3, of The Dominion Phase 5 Planned Unit Development, which shall be deemed "Common Properties."

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

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

### III.

#### ARCHITECTURAL CONTROL

##### (a) Committee

(1) Development Objectives. The aesthetic and ecological quality of The Cloisters requires that all Improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, an Architectural Control Committee (sometimes hereinafter called "the Committee") has been created as described in Section (a)(2) of this Article. The Architectural Control Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.

(2) Architectural Control Committee. The Architectural Control Committee shall be composed of Declarant and an executive of Dominion Group, Ltd., and their successors. Declarant and Dominion Group, Ltd. shall have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Architectural Control Committee. The Committee reserves the right from time to time to file instruments in the Official Public Records of Real Property of Bexar County, Texas, designating its then current composition.

(3) Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of buildings of good architectural design, quality and proper size

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compatible with Declarant's conceptual plan for The Cloisters. Buildings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, in the judgement of the Committee, create an attractive and harmonious blend with existing and proposed homes and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. Prior judgements regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Committee feels that the repetition of such matters will have an adverse affect on The Dominion Planned Unit Development.

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

(5) Procedure of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering the Improvements. All submissions (requests for approvals, inquiries, etc.) to the Committee, in order to be effective, must be by written communication addressed to the Committee at the business offices of Declarant, and must either be delivered to such offices or sent in the United States Mails thereto. Verbal communications with such Committee shall be ineffectual for all purposes. All approvals or variances issued by the Committee, in order to be effective, must be in writing.

(6) Approved Contractors. No construction of any Improvement shall be commenced on, in, or within The Cloisters until the primary contractor to perform such construction shall have been approved in writing by the

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Architectural Control Committee, it being the intent hereof to assure quality construction by reputable and/or experienced contractors as determined by this Committee in its sole discretion. In the event that the Committee fails to approve or disapprove a written request for the approval of a primary contractor to perform such construction within twenty (20) days after written request is submitted to it, such approval will not be required, and the provisions of this Section will be deemed to have been fully complied with.

(b) Submittal and Approval Process

(1) Preliminary Design Submittals. Review and approval of preliminary submittals by the Committee shall be mandatory prior to Owner undertaking any preparation of final plans and specifications. In order that the Committee may give just consideration to the proposed work, such preliminary submittals must adequately describe the site plans, floor plans, elevations and exterior color and character of the proposed structure, and a cross-section sketch through the Lot from the property line, with the highest existing grade to the property line with the lowest existing grade representing any Improvements and grade changes and their relationship to existing conditions of the site. Preliminary submittals shall be in duplicate and must include all items required (i.e., not on a piecemeal basis). Favorable review of "preliminary design submittals" by the Committee shall neither imply nor guarantee acceptance of "final design submittals."

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

(A) An existing site plan/tree survey showing existing contour grades and showing the location of all trees with a six inch (6") or greater diameter. Existing grades to be drawn at two foot (2') intervals. Any trees with a diameter of six inches (6") or greater which are proposed to be removed should be indicated. (1" = 20' minimum)

(B) A site improvements/grading plan showing all Improvements, inclusive of structures, signs, walks, patios, decks, pools, driveways, parking areas, fences and walls. Existing and proposed

grades are to be drawn at two foot (2') contour intervals. Drainage swales and existing trees to be saved are to be shown on this plan. In addition, existing and finished grades shall be shown at Lot corners and at corners of proposed Improvements. Lot drainage provisions, including culverts, shall be indicated as well as cut and fill details if any appreciable change in the Lot contours is contemplated. Utility connections must also be indicated. Tree care provisions as required by the Committee should also be made on this drawing to communicate to the builder the necessary procedures to assure the care for trees will be retained. (1" = 20' minimum)

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

(D) A floor plan and all elevations of any proposed structure(s) (including fences, walls, signs, pools, pool buildings, etc.), roof height, specification of materials, colors, textures and shapes (material and color samples of all exterior building materials may be required by the Committee). All measurements and dimensions, both interior and exterior must be shown. Description of materials and finishes must be clearly indicated. ( $\frac{1}{4}$ " = 1' minimum)

(E) A landscape plan showing proposed contour lines on the Lot at two foot (2') intervals and to include walkways, fences, walls, berms, mounds, turf areas, ground cover, shrubs and trees. Also, any landscape planting required by the Architectural Control Committee to be installed in landscape easements or otherwise must be so designated on the plan. (1" = 20' minimum)

(F) An irrigation plan showing contour lines on the Lot at two foot (2') intervals, including, head layout, valves, controllers, piping and connection to domestic water supply location and type of back-flow prevention device (approved by the City Water Board), is to be shown. Meter and shut-off valve is also to be shown. (1" = 20' minimum)

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

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

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

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

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

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

(5) Issuance of Building Permit. Upon approval of final submittals, a building permit will be issued and construction may begin. All such permits must be prominently displayed at the job site and covered with clear plastic to prevent weathering. The issuance and acceptance of the building permit assures that:

(A) Construction of an approved building will be completed within one (1) year from start of construction.



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(B) Construction will be in accordance with approved plans.

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

(6) Inspections.

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

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

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

(8) Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such preliminary design plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

(9) Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications

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for approval or to any Owner of land affected by this Declaration by reason of mistake of judgement, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

IV.

SIZE OF DWELLING

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

V.

OUTBUILDING REQUIREMENTS

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

VI.

MASONRY REQUIREMENTS

The exterior walls of the main residence building constructed on any Lot shall be one hundred per cent (100%) by area, composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all said walls, exclusive of door, window and similar openings. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to in the San Antonio, Texas building community as masonry. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this masonry requirement if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, or to comply with historical authenticity standards of period architecture, and the resulting structure will not detract from the general appearance of the neighborhood.

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VII.

FENCES

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

- (a) All masonry; or
- (b) All wrought iron; or
- (c) Any combination of wrought iron and masonry; or
- (d) Any other material that in the sole discretion of the Architectural Control Committee is compatible with the style of the main dwelling and the surrounding dwellings and habitat. No wood fences will be permitted.

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

No chain-link fences may be built or maintained on any Lot.

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

No fence shall be higher than six feet (6') in height.

Golf Course Lots and Entry Lots (as later defined) shall be subject to further wall and fence limitations more particularly set forth in Articles XXXIII and XXXIV hereof.

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VIII.

DRIVEWAYS

All driveways shall be surfaced with concrete, brick, stone or other similar hard surfaced material. All concrete finished driveways must have a pebble finish or exposed aggregate surface or Bomanite type textural surface. No smooth finish concrete driveways are permitted. No asphalt driveways will be permitted. The slope of any driveways shall not be greater than thirteen per cent (13%).

IX.

TEMPORARY STRUCTURES

No structure of a temporary character -- trailer, tent, shack, garage, barn or other outbuildings -- shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be connected to utilities situated within a Lot. No dwelling previously constructed elsewhere may be moved on any Lot in the subdivision controlled by these covenants. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home 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.

X.

SIGNS

No signs of any kind shall be displayed to the public view on any single-family residential Lot including, but not limited to, the displaying of any signs which advertise the Lot or improvements for sale or lease, except as expressly permitted hereunder. The Architectural Control Committee may establish standardized sign criteria for The Cloisters similar to the original sign criteria in Phase 1 of The Dominion Planned Unit Development 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 Owners' agent. The Committee specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of the dwelling on such Lots and a separate set

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of standards and criteria to apply to such Lots after a dwelling has first been occupied thereon, and to modify such standards and criteria from time to time. Signs used by the Declarant to advertise the property during the development, construction and sales period shall be permitted, irrespective of the foregoing.

XI.

MAINTENANCE

Grass, weeds, shrubs and all vegetation on each Lot sold shall be kept mowed and/or trimmed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the property, and 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 which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot. Any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. All Lots shall be kept at all times sanitary, healthful, attractive and in a safe condition and the accumulation of garbage, trash or rubbish of any kind thereon shall not be permitted.

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

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XII.

UTILITY EASEMENTS

Easements for installation and maintenance of utilities, cable television and drainage facilities are reserved as shown on the recorded plat for The Cloisters and/or as provided by instruments of record or to be recorded. Within these easements, if any, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all Improvements in such area shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements, except as may be required by State, County or Municipal statutes, ordinances, rules or regulations or by the Association or by custom and practice of such utility company.

XIII.

VEHICLES

No trailer, tent, boat, recreational vehicle or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the Lot unless completely enclosed within the garage of the residence.

XIV.

NUISANCES

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

Any Owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their Owners. No blasting shall be conducted on any Lot without a permit being issued by the Architectural Control Committee.

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

No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and Improvements situated thereon) shall be placed or used upon any Lot.

XV.

GARBAGE AND REFUSE DISPOSAL;  
TRASH RECEPTACLE AREAS

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall at all times be kept in screened receptacle areas meeting the standards and criteria established by the Architectural Control Committee, and in no event shall any garbage or trash containers be placed on any Lot within the view of any street or other Lot. No trash, ashes or other refuse may be thrown, dumped or burned on any vacant Lot, greenbelt or other area in said subdivision.

XVI.

PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except for cats, dogs, or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. It shall be the responsibility of the Owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents of the subdivision.

XVII.

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted

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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.

XVIII.

INDIVIDUAL  
WATER AND SEWAGE SYSTEMS

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

XIX.

RADIO OR TV ANTENNA  
SOLAR PANELS

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

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

XX.

DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the recorded plat for Phase 5, such easements being depicted as "drainage easements." No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no Owner may:

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

(2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee; or



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

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

(5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee and/or Declarant, and such Committee and/or Declarant 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.

#### XXI.

##### MAIL BOXES

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

#### XXII.

##### ATHLETIC FACILITIES

No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed on any Lot in the subdivision where same would be readily visible from the street or an adjoining Lot without the prior consent of the Architectural Control Committee. No tennis courts shall be permitted on any Lot in The Cloisters.

#### XXIII.

##### GARAGES

A garage or carport able to accommodate at least two (2) but not more than four (4) automobiles must be constructed and maintained for each residence. The entrance to the garage must not be readily visible from the street, and must be properly screened therefrom. Garage door openers shall be required for all garages. Interior walls of all garages must be finished (i.e.,

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taped, bedded and painted as a minimum). No garage shall be permitted to be used or enclosed for living purposes, but must be maintained for storage of automobiles and other vehicles and related purposes.

#### XXIV.

##### ROOFS

The surface of all roofs of principal and secondary structures shall be of slate, stone, concrete tile, clay tile or metal with standing seams. No composition roofs shall be permitted. Wood shingle and wood shake will only be permitted if they meet minimum fire retardant criteria established by the Architectural Control Committee. No flat roofs will be permitted.

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

The minimum allowable roof pitch shall be 7 in 12 or sixty per cent (60%) slope.

#### XXV.

##### BURGLAR AND FIRE ALARMS

Prior to the issuance of a Certificate of Occupancy by the Architectural Control Committee, each dwelling must contain a complete and active burglar alarm system of a type acceptable to the Architectural Control Committee. Each dwelling shall be provided with smoke detectors, as stipulated in the ordinances and/or building codes adopted by the City of San Antonio, at the time the dwelling is being constructed. The Architectural Control Committee may establish from time to time minimum standards and specifications for the burglar and smoke alarm systems and make these specifications available to Lot Owners and builders.

#### XXVI.

##### SETBACK LINES

All buildings or other roofed structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines, and in no event shall any such building or other structure be constructed, placed or maintained within thirty feet (30') from any street fronting a Lot, or within twenty-five feet (25') of the rear boundary of a Lot. On irregular Lots (cul-de-sac Lots and other Lots designated by the Architectural Control Committee as irregular, based on

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their configuration or topography) the median distance of any building and other structures to each of the side boundaries of the Lot shall be seven and one-half feet (7½'), with no part of any building or structure being nearer than five feet (5') to such side boundaries. Buildings and other structures on all remaining Lots (i.e., those not designated as irregular Lots by the Architectural Control Committee) may not be placed nearer than seven and one-half feet (7½') to each of the side boundaries of such Lot; provided further, that on the following Golf Course Lots (as hereinafter defined), no buildings and other structures may be placed nearer than ten feet (10') to the side boundaries of such Lots: Lots 17, 18, 19, 21, 22, 24, 25, 27 and 28. The setback line requirements herein specified may be waived by the Architectural Control Committee in order to save trees, to promote a unique or advanced building concept or design, or to take into account special or extraordinary characteristics of the Lot or the plan of the dwelling to be constructed thereon, but only in the event such waiver will not, only in the opinion of such Committee, result in or cause a detriment to adjoining Lots or damage the serenity and beauty of the natural or built surroundings. Outbuildings, provided they do not exceed one story in height, may be placed as close as ten feet (10') to a rear property line. The eaves of buildings, fireplaces and steps shall not be deemed to be a part of a building or structure, but covered porches shall be deemed to be a part of a building or structure for the purpose of this covenant. However, in no case should an Improvement other than landscaping or a fence be permitted closer than five feet (5') from a property line. Any Owner of one or more adjoining Lots may consolidate such Lots into one single family residence building site, with the privilege of placing or constructing Improvements on such resulting site, in which case, setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the plat or in these declarations.

XXVII.

HEIGHT LIMITATIONS

The maximum height of any dwelling in the The Cloisters shall be two stories unless otherwise permitted by the Architectural Control Committee.

XXVIII.

IRRIGATION

All single family residential Lots must be irrigated by sprinkler systems approved by the Architectural Control Committee and in accordance with the irrigation plan approved by the Committee. In all such systems, a pressure type vacuum breaker or a

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double check valve backflow preventer as approved by the City Water Board of San Antonio must be installed to prevent contamination of the domestic water supply for the subdivision.

XXIX.

GUTTERING

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

XXX.

TREE PROTECTION

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

XXXI.

LANDSCAPING

Any landscaping required by the plans and specifications approved by the Architectural Control Committee must be fully installed on a Lot within ninety (90) days from the first occupancy of the dwelling situated on such Lot in accordance with the landscape plan approved by the Architectural Control Committee. In view of the major emphasis placed by Declarant and the Architectural Control Committee on landscaping, such Committee expressly reserves the right to require the landscape plan (which said plan must be submitted to the Committee at the same time other final plans and specifications are submitted) to include the planting of trees by Owner if in the opinion of such Committee such trees are necessary to preserve the general landscaping goals and criteria for the subdivision as a whole (See special requirements for "corner Lots" under Article XXXV.). No more than ten percent (10%) in area of the front yard area of any Lot, excluding driveways and sidewalks may be covered by rock material other than vegetation except for such sidewalks and driveways as have been approved by the Architectural Control Committee.

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XXXII.

SUBDIVISION OR  
COMBINATION OF LOTS

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

XXXIII.

ADDITIONAL RESTRICTIONS FOR GOLF COURSE LOTS

For the purpose of these restrictions, the following Lots shall be deemed to be "Golf Course Lots": Lots 12, 13, 15, 16, 17, 18, 19, 21, 22, 24, 25, 27, 28 and 29, Block 1, Phase 5. No fence or wall shall be permitted on a Golf Course Lot unless solely approved by the Architectural Control Committee and unless such fence or wall expressly meets the fence standards and criteria established by the Architectural Control Committee for Golf Course Lots from time to time. Among other criteria that may be established by the Architectural Control Committee is a standard which provides that any rear fence along a Golf Course Lot must be of a masonry/wrought iron combination approved by the Committee. Garage doors, service areas, private patios, pools, vegetable gardens, etc., must be screened from view from The Dominion Golf Course by landscaping, walls, or fences on the Lot as approved by the Architectural Control Committee.

XXXIV.

ENTRY LOTS

Lots 2, 3, 4, 35, 36, 37 and 38 of Block 1, and Lots 1 and 29 of Block 2 shall be herein deemed to be "Entry Lots," in view of their visual proximity to the entry street into The Cloisters. Declarant reserves the right (but does not have the obligation) to install masonry wall along and upon (a) any interior boundaries of such Entry Lots which directly abut a greenbelt, or (b) upon or along a boundary thereof which is also a perimeter boundary of Phase 5 (i.e., the northerlymost boundaries of Lots 2, 3, 4, 35, 36, 37 and 38 in Block 1) or, at Declarant's option, upon or along the interior boundary of any platted easement which may be situated at the rear of such Lots (i.e., so that the easement area will be "outside" the walled Lot). Once erected, the Owner of an affected entry Lot shall be required, at Declarant's election, to perpetually maintain such wall in a manner approved by the Architectural Control Committee. Declarant reserves the

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right and is hereby granted a perpetual easement necessary and appropriate to install, repair and/or replace such walls. With respect to each of such Entry Lots, Declarant further reserves the right to require the Owner (at such Owner's expense) thereof to construct a wall upon or along any boundaries thereof (either directly upon or along such boundary or upon or along the interior boundary of any platted easement situated at the rear of such Lots) which are also perimeter boundaries of Phase 5 or which abut a greenbelt, such wall to be of a masonry texture approved by the Architectural Control Committee, it being the intent of Declarant to ensure that such wall be generally uniform in appearance to and architecturally compatible with the remaining walls similarly situated on other Entry Lots.

XXXV.

TERM

The foregoing covenants are made and adopted to run with the land and shall be binding upon Declarant and its successors and assigns and all persons claiming under them and all subsequent property Owners of said above-described Lots located within the subdivision for a term beginning on the date this Declaration is recorded and continuing through and including January 1, 2033, after which time said covenants shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of the Lots within the subdivision controlled by these covenants has been recorded agreeing to change said covenants in whole or in part, or to revoke them, provided that no person or corporation shall be liable for breach of these covenants and restrictions except in respect to breaches occurring or committed during its, his or their ownership of the Lots located within the subdivision involved in such breach. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

XXXVI.

ENFORCEMENT

If the parties hereto, or any of them, or their heirs, successors, lessees or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning real property situated in the subdivision controlled by these covenants or Declarant, or its assigns, or the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from

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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. Upon the prior written request of any mortgagee holding a prior lien on any part of the Properties, the Association shall report to said mortgagee any unpaid sums remaining unpaid for longer than thirty (30) days after the same are due. The Association also expressly reserves the right to post the names of any delinquent members at a highly visible location within the Properties.

XXIX.

RESERVATION OF RIGHTS

The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration or any future Declaration of Protective Covenants, by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not materially impair or affect the vested property or other rights of any Owner or his mortgagee.

XL.

AMENDMENT

At any time the Owners of the legal title to seventy percent (70%) of the Lots within the subdivision (Phase 5) may amend the restrictions and covenants set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Bexar County, Texas; except that, prior to January 1, 1999, no such amendment shall be valid or effective without the written joinder of Declarant, unless Declarant specifically waives this requirement by a written recorded instrument.

XLI.

NOTICE

Whenever written notice to a member (or members) is permitted or required hereunder, such shall be given by the mailing of such to the member at the address of such member appearing on the records of the Association, unless such member has given written

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notice to the Association of a different address, in which event such notice shall be sent to the member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not.

XLII.

TITLES

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

XLIII.

INTERPRETATION

If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

XLIV.

OMISSIONS

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

XLV.

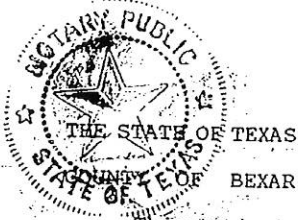
GENDER AND GRAMMAR

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.

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EXECUTED this 27<sup>th</sup> day of AUGUST, 1986.



§  
§  
§

ISRAEL FOGIEL  
DECLARANT

This instrument was acknowledged before me on August 27, 1986, by ISRAEL FOGIEL.

Bonnie Wilson  
Notary Public, State of Texas  
Notary's name (printed):  
Bonnie Wilson  
Notary's commission expires:  
8-16-89

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law, THE STATE OF TEXAS )  
COUNTY OF BEXAR )  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Bexar County, Texas on

FEB 27 1987



Robert D. Green  
COUNTY CLERK BEXAR COUNTY, TEXAS

AFTER RECORDING RETURN TO:  
Mr. Richard L. Kerr  
Frost Bank Tower, 16th Floor  
100 West Houston Street  
San Antonio, Texas 78205-2878

DECLARANT'S ADDRESS:  
One Forum, Suite 1200  
8000 IH-10 West  
San Antonio, Texas 78230-3898

FILED  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.  
1987 FEB 26 PM 3 49

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\$9.00

CERTIFICATE OF ANNEXATION  
TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR  
THE CLOISTERS OF THE DOMINION

[THE DOMINION PLANNED UNIT DEVELOPMENT (PHASE 5)]

THE STATE OF TEXAS  
COUNTY OF BEXAR

§  
§  
§

WHEREAS, by Declaration of Covenants, Conditions, Easements and Restrictions dated October 18, 1983, and recorded in Volume 2956, Pages 61-84, of the Official Public Records of Real Property of Bexar County, Texas (the "Umbrella Declaration"), reference to which record is here made for all purposes, DOMINION GROUP, LTD. ("Declarant") subjected certain real property described in said Declaration to certain covenants, conditions, easements and restrictions; and

WHEREAS, by Warranty Deed dated January 14, 1986, recorded in Volume 3615, Page 1126, of the Official Public Records of Real Property of Bexar County, Texas, CFP Investments (an entity affiliated with Declarant) has heretofore conveyed 40.94 acres to Israel Fogiel which are situated within the property described in Exhibit "B" of the Declaration; and

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WHEREAS, Declarant, as set forth in Article I, Section 3 of the

Umbrella Declaration, retained the sole right to annex and bring within the purview of said Umbrella Declaration additional property, as designated by Declarant, out of property more particularly described by metes and bounds in Exhibit "B" of the aforesaid Umbrella Declaration, and now desires to annex certain portions of such additional property; and

WHEREAS, Israel Fogiel has, contemporaneously herewith, imposed a "Declaration of Protective Covenants for The Cloisters of The Dominion [The Dominion Phase 5 Planned Unit Development] (the "Cloisters Declaration") against the property herein

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described, and reference to such Cloisters Declaration is hereby made for all purposes;

NOW, THEREFORE, Declarant, joined by Israel Fogiel, hereby declares that the following described property is hereby annexed and shall be held, sold and conveyed, subject to all easements, restrictions, covenants, terms and conditions which are set forth in the Umbrella Declaration, and any amendments thereto, to-wit:

Lots 1 through 29, inclusive, Block 2; and Lots 2 through 6; 8 through 13; 15 through 19; 21; 22; 24; 25; and 27 through 38, all inclusive, Block 1, all such lots being situated in THE DOMINION PHASE 5 PLANNED UNIT DEVELOPMENT, according to a plat recorded in Volume 9515, Page 192-194, of the Deed and Plat Records of Bexar County, Texas;

it being further declared that all of the aforesaid lots shall be deemed as annexed "Lots" (as defined in the Umbrella Declaration) with the exception of the following property which is being hereby annexed as "Common Properties" (as also defined in the Umbrella Declaration) to be owned by the nonprofit corporation referred to in the Declaration known as The Dominion Homeowners Association:

Lots 1, 7, 14, 20, 23, 26 and 39, Block 1; Lot 30, Block 2; and Lot 1, Block 3, THE DOMINION PHASE 5 PLANNED UNIT DEVELOPMENT according to a plat recorded in Volume 9515, Page 192-194, of the Deed and Plat Records of Bexar County, Texas.

Declarant and Israel Fogiel hereby covenant, agree and declare that assessments attributable to each of the residential Lots situated within the property being hereby annexed as "Lots" which are payable to The Dominion Homeowners Association under the terms and provisions of the Umbrella Declaration, shall commence as to each such residential Lot covered hereby on the first day of the month immediately following the date that Israel Fogiel conveys such Lot to a third party.

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DATED this 27<sup>th</sup> day of August, 1986.  
DOMINION GROUP, LTD.

BY: THE DOMINION GROUP PARTNERS

By: PROVIDENCE DEVELOPMENT  
CORPORATION

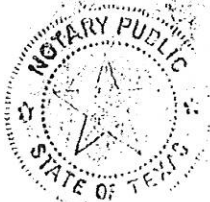
By: [Signature]  
Its: EXECUTIVE VICE PRES.

GENERAL PARTNER  
DECLARANT

[Signature]  
ISRAEL FOGIEL

THE STATE OF TEXAS §  
COUNTY OF BEXAR §

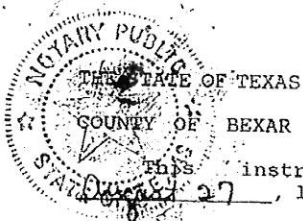
This instrument was acknowledged before me on  
August 27, 1986, by [Signature]  
of PROVIDENCE DEVELOPMENT CORPORATION, a  
Nevada corporation, General Partner of THE DOMINION GROUP PART-  
NERS, a Texas General Partnership, General Partner of DOMINION  
GROUP, LTD., a Texas Limited Partnership, on behalf of said part-  
nership.



Bonnie Wilson  
Notary Public, State of Texas  
Notary's name (printed):  
Bonnie Wilson  
Notary's commission expires:  
8-16-89

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§  
§  
§

This instrument was acknowledged before me on August 27, 1986, by ISRAEL FOGIEL.

Bonnie Wilson  
Notary Public, State of Texas  
Notary's name (printed):  
Bonnie Wilson  
Notary's commission expires:  
8-16-89

Any provision herein which purports to waive, modify or alter the rights of the undersigned shall be null and void to the extent it is in violation of the Federal Law.  
THE STATE OF TEXAS  
COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Bexar County, Texas on

FEB 27 1987



Robert D. Green  
COUNTY CLERK BEXAR COUNTY, TEXAS

1987 FEB 26 PM 3 48

FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.

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AFTER RECORDING, PLEASE RETURN TO:  
Mr. Richard L. Kerr  
Frost Bank Tower, Sixteenth Floor  
100 West Houston Street  
San Antonio, Texas 78205-2878

DECLARANT'S ADDRESS:  
One Forum, Suite 1200  
8000 IH-10 West  
San Antonio, Texas 78230-3898