

**SUPPLEMENTAL
DECLARATION OF PROTECTIVE COVENANTS
FOR LEON SPRINGS PLAZA**

THIS Supplemental DECLARATION OF PROTECTIVE COVENANTS (this "Supplement") is executed on this 14 day of November, 2018 (the "Effective Date"), by Leon Creek, Ltd, a Texas limited partnership (the "Declarant") and the Dominion Homeowners Association, Inc., a Texas nonprofit corporation ("Association").

Definitions

1. "Declaration" shall refer to the Amended and Restated Declaration of Protective Covenants for Multi-Use Zoning (Peveto Tract) recorded as Volume 15728, Page 738 of the Official Public Records of Bexar County, Texas.
2. "Property" shall refer to the C-2 Peveto Tract, as defined in the Declaration and described in Exhibit "C" to the Declaration, and as described in Exhibit "A" attached hereto and incorporated herein.
3. "Umbrella Declaration" means that certain Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 2956, Page 61, of the Records, as amended. Capitalized terms used in this Supplement not otherwise defined herein shall have the definition set forth in the Umbrella Declaration.

Recitals

1. Declarant is the owner of fee simple title to the Property.
2. The Association and Declarant desire to subject the Property to the restrictions set forth herein.
3. By the filing of this Supplement, Declarant serves notice that the following restrictions shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property in part or in whole, and their heirs, successors, and assigns.

Additional Restrictions

The Property will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following restrictions:

1. **Trash.** Trash shall be placed entirely within trash receptacles and may not be placed outside, next to, or on top of the receptacle. Receptacles are to be closed at all times when not in use. Declarant must arrange privately for removal of discarded furnishings or any unusually large volume of debris. The location of any dumpsters installed after the Effective Date should be approved in advance by the ACC; however, dumpsters are not required to be enclosed via a gate or other enclosure. Declarant may include language in its leases with tenants on the Property that will require them to arrange for the disposal of trash onsite. Further, trash pickup by the waste management company must be Monday through Friday, between the hours of 8 a.m. until 6 p.m.
2. **Unightly Articles; Vehicles.** Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. Mobile homes are prohibited.
3. **Animals.** No domestic household pets, non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotics or any other animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of non-domesticated animal shall be kept, or maintained, on the Property. Notwithstanding the above, seeing-eye dogs and other qualified and authorized service animals are permitted on the Property, including elevators. Notwithstanding the foregoing, this would not prohibit a dog grooming facility or veterinary clinic.
4. **Signs.** No sign of any kind may be displayed to the public view within any portion of the Property without the prior written approval of the ACC, except for signs required by applicable law. The sign bands attached hereto as Exhibit B are approved for buildings to be erected on the Property. No further ACC approval is necessary for signage contained with these windows and/or sign bands on the buildings (i.e. if tenants change within a building and new signage is installed within the same band, the Declarant shall not be required to submit any documentation to the ACC). Notwithstanding anything herein, window signs or sign banners shall also be permitted.

5. **Exterior Illumination.** The placement, type and number of pedestrian and parking lighting attached hereto as Exhibit C is approved for Property. . Exterior illumination approved by the ACC in Exhibit C may be restored, repaired or replaced as originally approved by the ACC without further ACC approval so long as the restoration, repair or replacement complies with applicable law. All exterior illumination not identified in Exhibit C must be approved in advance and in writing by the ACC, and shall be designed and located to avoid the spreading of light onto adjacent property or into the night sky.
6. **Storage and Loading Areas.** Unless approved in advance and in writing by the ACC, no materials, supplies or equipment, shall be stored upon any portion of the Property except inside a closed building or behind a visual barrier screening such materials, supplies or vehicles. Notwithstanding the foregoing, temporary storage facilities approved in advance and in writing by the ACC are permitted.
7. **Maintenance.** The Owner or its Agent of the Property shall maintain the Property, including landscaping located thereon in good condition and repair. Grass, weeds, shrubs and all vegetation on the Property shall be kept mowed and trimmed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the Property and replaced whenever practical.
8. **Offensive Activity.** The Declarant shall not use the Property in any way that endangers the health or safety of residents on adjoining properties or violates any law.
9. **Screening.** Unless otherwise approved in advance and in writing by the ACC, exterior components installed after the Effective Date of plumbing, processing and ventilating systems (including but not limited to piping, stacks, collectors and ventilating equipment, blowers, ductwork, louvers, meters, compressors, motors, ovens, etc.), storage areas, air conditioning and heating equipment, incinerators, storage tanks, trucks, roof objects (including fans, vents, cooling towers, antennas, and all roof-mounted equipment which rises above the roof line), trash containers [except dumpsters previously approved by the ACC and subject to Section 1 herein] and maintenance facilities, shall either be housed in closed buildings, or otherwise screened from view of adjacent properties and the street. The construction materials, location, and size of all screening and storage areas must be approved in advance and in writing by the ACC. Notwithstanding the foregoing, tenants completing finish out of their building shall not be required to screen any construction materials outside of the buildings.
10. **Fencing.** All fences and/or walls located on any portion of the Property constructed after the Effective Date must be approved by the ACC and/or the Development Committee. Any fences constructed after the Effective Date shall be composed the following materials: masonry, wrought iron, or another material as determined by the ACC and/or Development Committee, as applicable, to be compatible with the style of the Improvements on the Property and surrounding area. The term walls as used in this section does not include retaining walls.
11. **Temporary Structures.** No shack or other temporary structure shall be placed upon any portion of the Property, except those structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during construction of Improvements, without

prior written approval of the ACC and/or Development Committee. All temporary structures shall be removed within thirty (30) days after completion of Improvements. The ACC and/or Development Committee shall determine, in its reasonable discretion, the date of such completion. Notwithstanding the foregoing, periodic tent sales incidental to the operation of the business located on the Property are permitted, as well as other food trucks and/or stand related to farmers' market.

12. **Tree Protection.** The Association aims to preserve trees within the Property. Efforts should be made to preserve existing trees during the construction of new Improvements. Grading or trenching within the dripline should be minimized and limited to areas away from the center of the tree crown. A qualified arborist or landscape architect shall be consulted when (i) working within the dripline of major trees or (ii) overhead branches of major trees interfere with the construction of Improvements. A four-foot (4') construction fence shall be installed at the dripline of major trees and tree groupings. No construction activities, including but not limited to the storage of materials shall be allowed within the dripline of trees. Signs, bracing and/or temporary wiring shall not be nailed to any tree.
13. **Landscaping.** No new landscaping shall be installed after the Effective Date without the prior consent of the HOA Landscape Committee. Notwithstanding the foregoing, landscaping approved by the HOA Landscape Committee may be replaced as needed without further consent of the HOA Landscape Committee.
14. **Outdoor Music and Noise:** Declarant agrees to comply with the requirements of Chapter 21, Article III "Noise" of the City Code of Ordinances.
15. **Approved Plans.** The Association acknowledges and agrees that the Improvements in existence as of the Effective Date have been constructed substantially in accordance with the plans and specifications approved by the ACC and as of the Effective Date, no modifications are required.

Miscellaneous

1. **Amendment and Termination.** The provisions of this Supplement may be amended or terminated, in whole or in part, from time to time, and at any time, by written instrument signed by the Declarant and the Association, or their respective successors and assigns, and recorded in the official records of real property in Bexar County, Texas, and may not be otherwise amended or terminated. This Supplement or any termination shall be effective when recorded in Bexar County, Texas.
2. **Architectural Approval.** Construction plans and specifications for an additional structure, modifications to the existing structure, or the installation or modification of other "Improvements" as such term is defined in the Umbrella Declaration will be submitted in accordance with the ACC Review Requirements as set forth in The Dominion Amendment and Restatement Community Manual recorded as Document No. 20130171326 of the Official Public Records of Bexar County Texas (as amended, the "Community Manual"), any additional rules adopted by the ACC and/or Development Committee together with a review fee, as is

contemplated by the Community Manual, and the requirements set forth herein. The ACC and/or Development Committee may refuse to approve plans and specifications for proposed Improvements on any grounds that, in the reasonable discretion of the ACC and/or Development Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds. In no event shall the any construction activities within the inside of any Improvement including tenant finish out require ACC approval.

3. **Restrictions on Other Commercial Properties.** In the event the Association negotiates restrictions with other property owners for commercial projects within the Dominion which are reasonably deemed less restrictive than this Supplement (the "Other Restrictions"), the less restrictive provisions contained in the Other Restrictions will control. At Declarant's reasonable discretion, the Association shall execute an amendment to this Supplement to replace the applicable provisions with the Other Restrictions.

Enforcement

The restrictions herein contained shall be binding upon the parties hereto and all parties claiming by, through or under them, and upon all owners of the Property, each of whom shall be obligated and bound to observe all of the amendments herein contained, provided, however, that no person or persons shall be liable for breaches hereof committed by any person or persons at any time other than during his or her ownership of property in said subdivision.

Should any portion of the restrictions herein contained be held by any court to be invalid, void or unenforceable for any reason, such adjudication or holding shall not in any way effect, limit, impair or restrict any other of the provisions hereof.

The Association will have the right but not the duty to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of this Supplement. Failure to enforce any right, provision, covenant, or condition granted by this Supplement will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Association to enforce the terms and provisions of this Supplement shall in no event give rise to any claim or liability against the Association, or any of its directors, officers, or agents.

DECLARANT:

Leon Creek, Ltd., a Texas limited partnership

By: Leon Creek Holdings, LLC, its General Partner

By: _____

Name: _____

Title: _____

STATE OF TEXAS

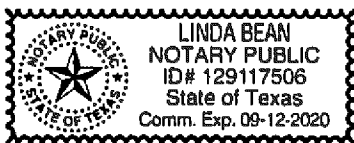
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COUNTY OF BEXAR

§

BEFORE ME, the undersigned authority, on this day personally appeared Donn Puerto, of Leon Creek Holdings, LLC, as general partner of Leon Creek, Ltd., a Texas limited partnership on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of November 2018.



Linda Bean
Notary Public, State of Texas

Print Name: _____

My Commission Expires: _____

ASSOCIATION:

THE DOMINION HOMEOWNERS ASSOCIATION,
INC., a Texas non-profit corporation

By: *Rob McDaniel*

Name: ROB MCDANIEL

Title: GENERAL MANAGER

STATE OF TEXAS

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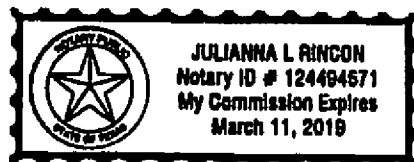
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COUNTY OF BEXAR

§

BEFORE ME, the undersigned authority, on this day personally appeared Rob McDaniel,
the General manager, of The Dominion Homeowners Association, Inc., a Texas non-profit
corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of November,
2018.



Julianna L. Rincon
Notary Public, State of Texas

Print Name: Julianna L. Rincon

My Commission Expires: March 11, 2019

Exhibit "A"
Property Description

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LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES

FOR

A 10.196 acre, or 444,127 square feet more or less, tract of land comprised of 1.383 acres out of that out of that 2.946 acre tract being the south portion of the Old Fredericksburg Road described in survey prepared June 1, 2012, the south 4.162 acres of that 6.368 acre tract conveyed to Leon Creek Ltd. in Deed without Warranty recorded in Volume 9690, Pages 948-954 the Official Public Records of Real Property of Bexar County, Texas, and 4.651 acres of that called 30.60 acre tract conveyed to Leon Creek Venture L.C. in Volume 6069, Pages 1417-1421 the Official Public Records of Real Property of Bexar County, Texas, out of the J.M. Arocha Survey No. 26., Abstract 27, County Block 4752, and the John W. Smith Survey No. 27, Abstract 708, County Block 4732 of Bexar County, Texas, now in New City Blocks 34732 and 34752 of the City of San Antonio, Bexar County, Texas. Said 10.196 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING at a found TxDOT (Texas Department of Transportation) Type III monument at a point of tangency on the north line of State Highway 87, 60-foot right of Engineers centerline station 72+29.54, on the west line of the aforementioned 2.946 acre tract;

THENCE: N 23°57'28" W a distance of 662.30 feet to a found ½" iron rod;

THENCE: N 70°35'42" E a distance of 10.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 8°24'27" W a distance of 65.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 66°0'23" E at a distance of 86.89 feet passing the west line of said 6.368 Acre tract and continuing a distance of 100.62 feet to the east line of said 6.368 acre tract and the west line of said 30.60 acre tract for a total distance of 194.64 feet to a set ½" iron rod with cap marked "Pape-Dawson" at the northeast corner of the herein described tract;

THENCE: Over and across said 30.60 acre tract the following calls and distances:

S 23°52'49" E a distance of 808.29 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 66°43'32" W a distance of 22.10 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 23°56'59" E a distance of 152.98 feet to a set ½" iron rod with cap marked "Pape-Dawson";

SAN ANTONIO / AUSTIN / HOUSTON

555 East Ramsey San Antonio, Texas 78216
P 210.375.9000 F 210.375.9010 www.pape-dawson.com

S 73°27'4" E a distance of 124.89 feet to to a set ½" iron rod with cap marked "Pape-Dawson" on the east line of said 30.60 acre tract;

THENCE: With the west line of said 30.60 acre tract the following calls and distances:

S 16°32'56" W a distance of 55.03 feet to a set ½" iron rod with cap marked "Pape-Dawson";

: S 17°57'45" E a distance of 631.29 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 88°0'28" E a distance of 5.83 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 17°42'42" E a distance of 185.41 feet to a set ½" iron rod with cap marked "Pape-Dawson" at the southeast corner of the herein described tract;

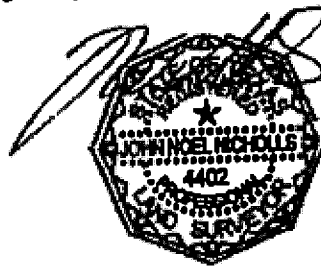
THENCE: N 89°2'42" W with the south line of said 30.60 acre tract, a distance of 112.00 feet to a set ½" iron rod with cap marked "Pape-Dawson" for an angle;

THENCE: N 89°56'50" W at a distance of 68.94 feet passing the southwest corner of said 30.60 acre tract and continuing along the south line of said 6.368 acre tract a distance of 104.96 feet for a total distance of 173.90 feet to a set ½" iron rod with cap marked "Pape-Dawson" at the southwest corner of said 6.368 acre tract, on the east line of the aforementioned Highway 87;

THENCE: N 17°37'36" W a With the east line of Highway 87 a distance of 514.23 feet to a found iron rod with cap marked "Pape-Dawson" at the south end of said 2.946 acre tract, a point of curvature;

THENCE: Along a curve to the left, having a radius of 5789.58 feet, an angle of 5°23'57", and a chord bearing and distance of N 21°15'30" W, 545.36 feet for an arc length of 545.56 feet to the POINT OF BEGINNING and containing 10.196 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground in November 2007 under Job No. 9370-07, and a survey map and description prepared this date under Job Number 7032-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers Inc.
DATE: September 27, 2012
Job No.: 7032-00
N:\civil\7032-00\word\South Tract FN.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

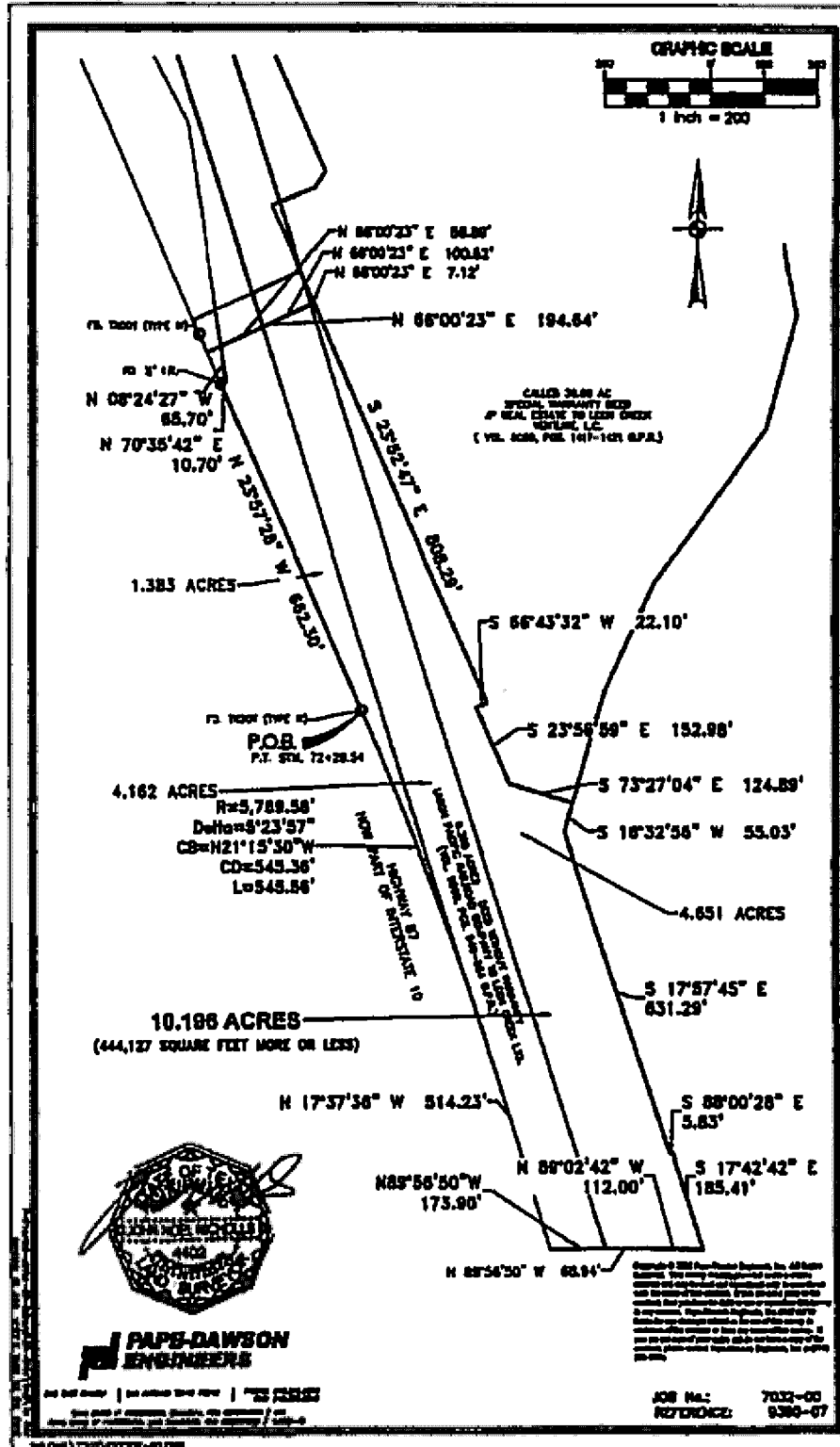


**PAPE-DAWSON
ENGINEERS**

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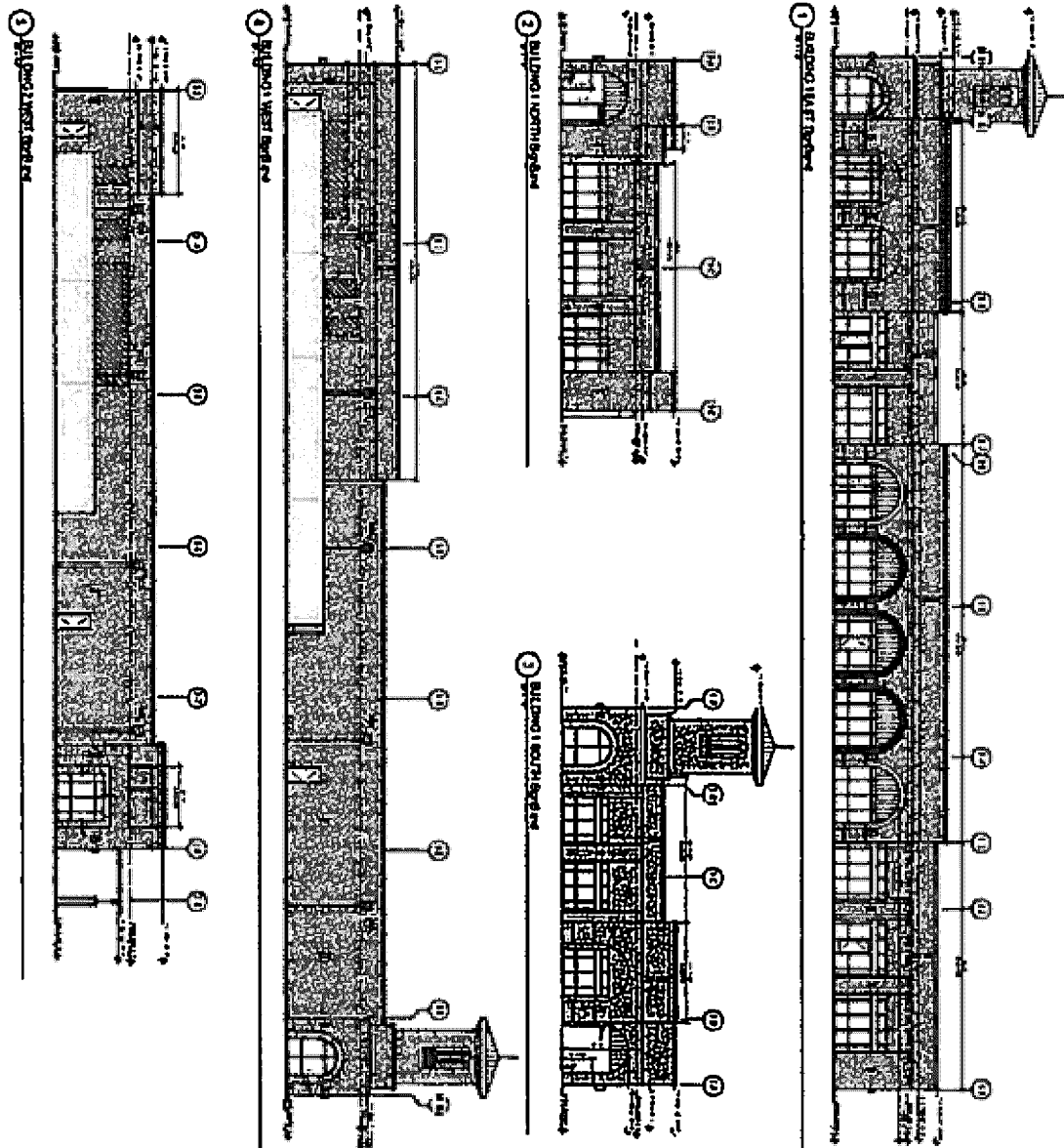
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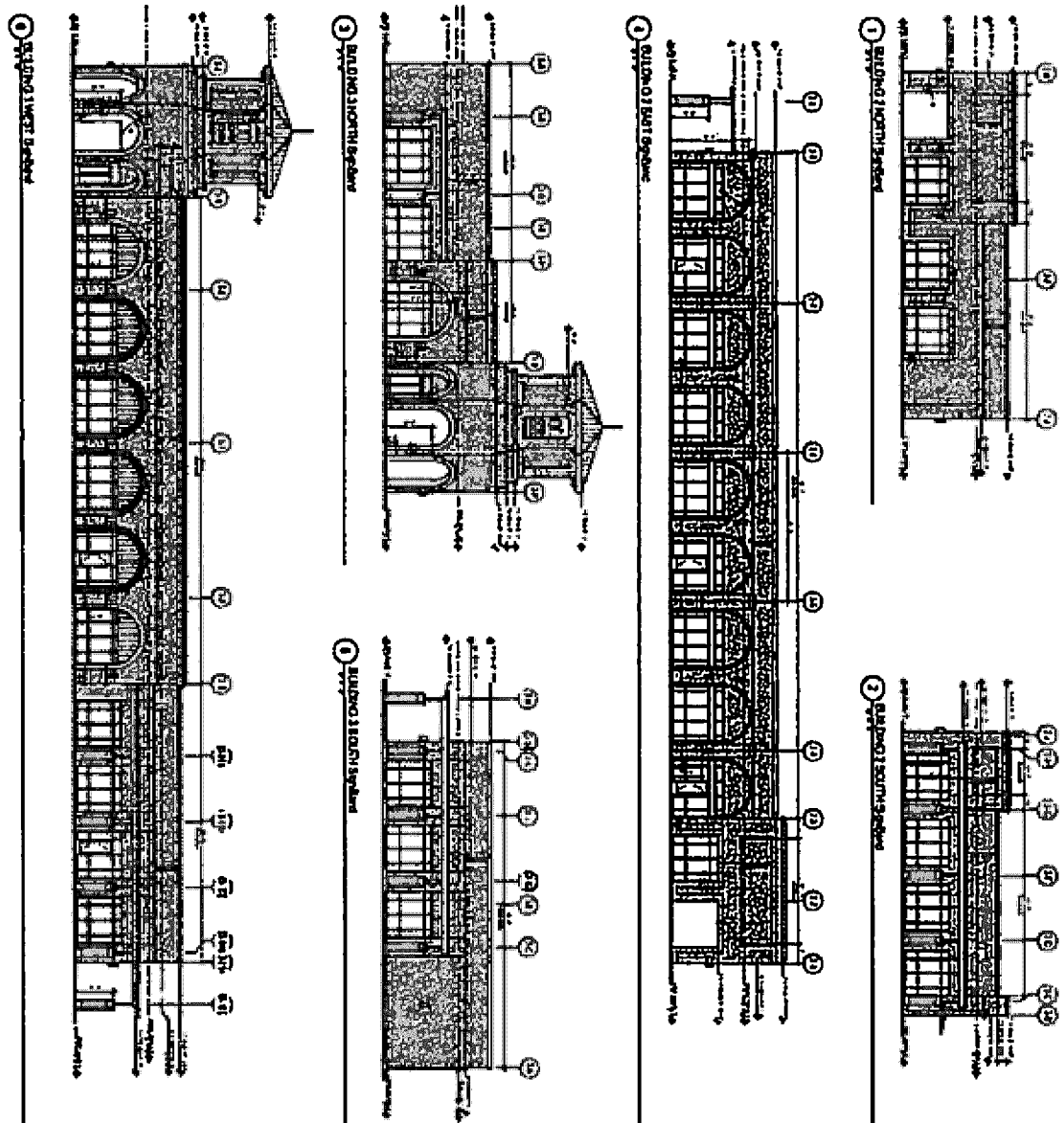


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Exhibit "B"

Sign Bands

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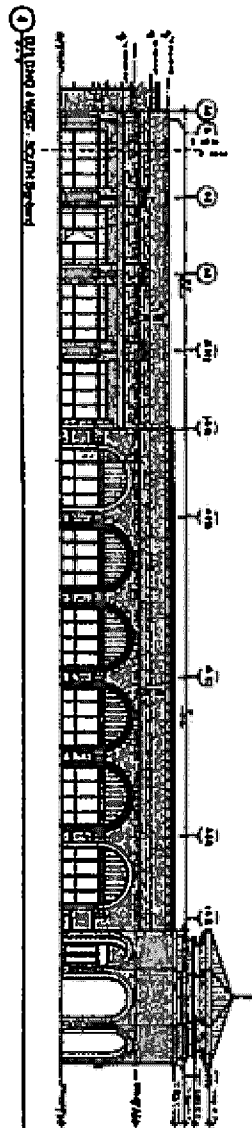
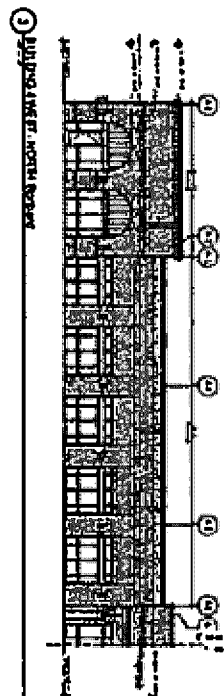
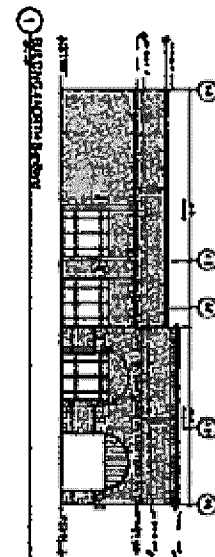


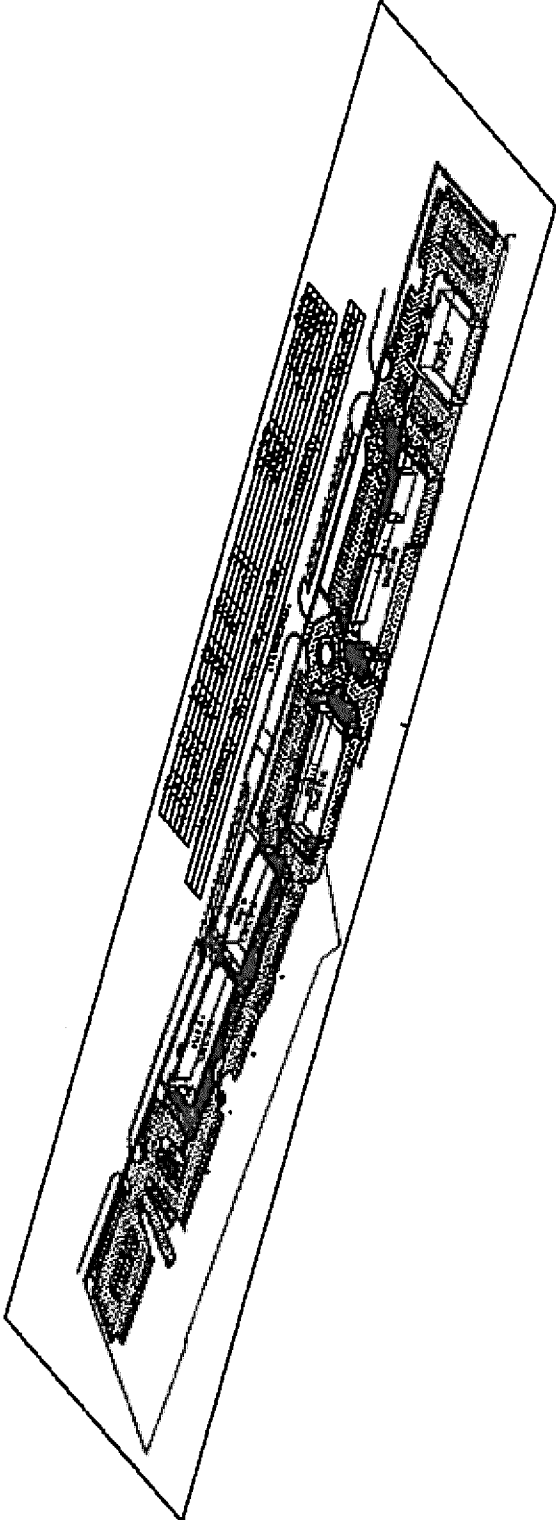


Exhibit C
Placement, type and number of pedestrian and parking lighting

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<h1>QUATTRO</h1>	
	
<p>QUATTRO LIGHTING Inc 2154, de la Province St. Longueuil, Quebec Canada J4G 1R7 www.quattrolighting.com</p>	
<p><small>QUATTRO Lighting Inc. is a registered trademark of QUATTRO Lighting Inc. and is used herein under license. All other trademarks are the property of their respective owners. QUATTRO Lighting Inc. is not responsible for any damage or injury caused by the use of this product. The use of this product is at the user's own risk. The user assumes all liability for any damage or injury caused by the use of this product. The user agrees to hold QUATTRO Lighting Inc. harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with the use of this product. The user further agrees to defend, indemnify and hold QUATTRO Lighting Inc. harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with the use of this product.</small></p>	
Project name	4475 Dornheim Springs Plaza Unit San Antonio Texas
Prepared for	Cable Developer
Prepared by	4475 Dornheim Springs Plaza Unit San Antonio Texas ADU
By	Melissa Medsker
Date	11/16/18
Page	3 of 11

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Luminaire Schedule							
Symbol	Qty	Label	Description	Lum. Lumens	Lum. Watts	LLF	Footcandle
●	44	A	LF-56LED-3000K (S)	5182	55	0.900	LF-56LED-3000K (S) 100

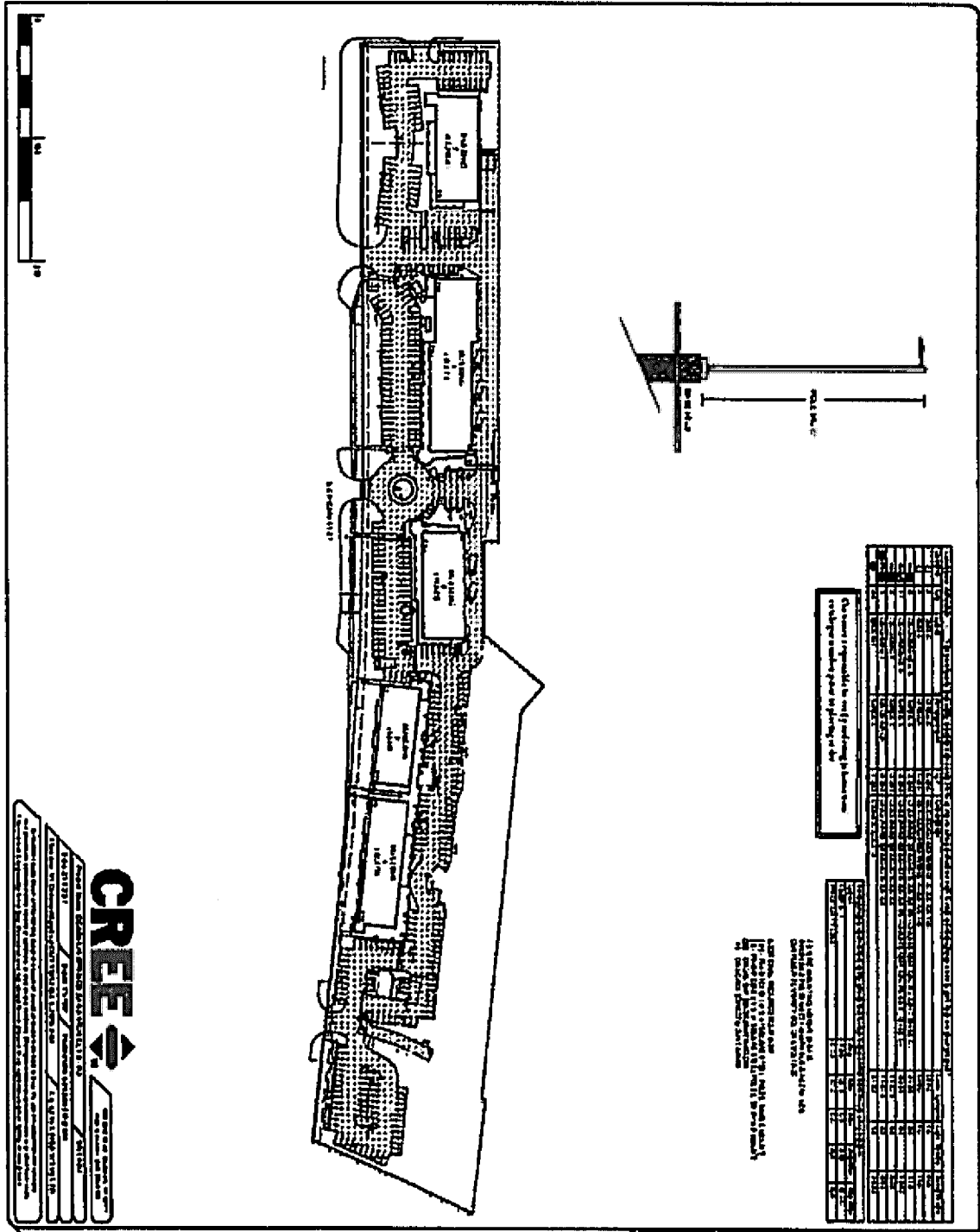
Calculation Summary							
Label	Cact type	Units	Avg	Max	Min	Avg/min	Max/min
Building 1-2 sidewalk	Illuminance	FC	4.03	26.5	0.0	N/A.	N/A.
Building 3 sidewalk	Illuminance	FC	4.00	18.4	0.0	N/A.	N/A.
Building 4 sidewalk	Illuminance	FC	5.61	25.2	0.0	N/A.	N/A.
Parking	Illuminance	FC	0.35	16.9	0.0	N/A.	N/A.

QUATTRO LIGHTING Inc 2154, de la Province St. Longueuil, Québec Canada J4G 1R7
www.quattrolighting.com

[illegible]

Project name: 6177 Davidson Springs Plaza Unit San Antonio Texas	
Property for: Cadeo Development	
P Address: 6623 Davidson Springs Plaza Unit San Antonio Texas, 78211	
By: Madina Medsker	Users:

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File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
GERARD C. RICKHOFF, BEXAR COUNTY CLERK**

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Recorded Date: November 20, 2018
Recorded Time: 4:27 PM
Total Pages: 24
Total Fees: \$114.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 11/20/2018 4:27 PM




Gerard C. Rickhoff
Bexar County Clerk