

AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701

AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR BLUFFS TRACT

Cross Reference to that certain Declaration of Protective Covenants for P.U.D R-6 Zoning (Raw Land Only – SRP Tracts) recorded as Document No. 20040264960 in the Official Public Records of Bexar County, Texas, as amended pursuant to that certain First Amendment to Declaration of Protective Covenants for SRP Tracts recorded as Document No. 20130171633 in the Official Public Records of Bexar County, Texas.

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR BLUFFS TRACT**

This Amended and Restated Declaration of Protective Covenants for Bluffs Tract (this "Declaration") is made this 25th day of July, 2019, by GKH Developments, Ltd., a Texas limited partnership ("Declarant"), and The Dominion Homeowners Association, Inc., a Texas non-profit corporation (the "Association").

RECITALS:

A. SRP Dominion, LTD., a Texas limited partnership ("SRP"), and the Association entered into that certain Declaration of Protective Covenants for P.U.D. R-6 Zoning (Raw Land Only – SRP Tracts) dated November 17, 2004 and recorded as Document No. 20040264960 in the Official Public Records of Bexar County, Texas (the "SRP Declaration"), for the purpose of creating certain land use restrictions encumbering the property described on Exhibit "A" to the SRP Declaration (the "SRP Tract").

B. Subsequent to the recording of the SRP Declaration, SRP conveyed a portion of the SRP Tract to Declarant including that portion of the SRP Tract consisting of approximately 7.101 acres described on Exhibit A attached hereto and made a part hereof for all purposes (the "Bluffs Tract").

C. Declarant and the Association entered into that certain First Amendment to Declaration of Protective Covenants for SRP Tracts dated July 29, 2013 and recorded as Document No. 20130171633 in the Official Public Records of Bexar County, Texas (the "First Amendment"), for the purpose of modifying the permitted uses of the Bluffs Tract from "R-6" Residential Single Family uses to "MF-25" Low Density Multi-Family uses.

D. With respect to the Bluffs Tract, Declarant now desires to amend and restate the SRP Declaration (as previously amended by the First Amendment) in its entirety to (i) modify the permitted uses of the Bluffs Tract from "MF-25" Low Density Multi-Family uses to "MF-33" Multi-Family uses, and (ii) make such other changes as are set forth in this Declaration.

E. This Declaration has been approved by the Association, and the Association has joined in this Declaration for the purpose of evidencing its approval to the changes set forth herein and its support for the Bluffs Tract zoning change from "MF-25" to "MF-33".

F. By the filing of this Declaration, Declarant serves notice that, with respect to the Bluffs Tract, the SRP Declaration (as previously amended by the First Amendment) is of no further force or effect and the Bluffs Tract is now subject to the terms and provisions of this Declaration.

Now, Therefore, in consideration of the above premises, and for the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by Declarant and the Association that, with respect to the Bluffs Tract, the SRP Declaration (as previously amended by the First Amendment) is amended and restated to read in its entirety as follows:

ARTICLE I
DECLARATION AND DEFINITIONS

1 Declaration. The Bluffs Tract (or any portion thereof) shall be held, sold, conveyed and occupied subject to the following restrictions and covenants, which are for the purpose of protecting the value and desirability of, and which shall run with, the Bluffs Tract and shall be binding on all parties having any right, title, or interest in or to the Bluffs Tract or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner (as defined below). Each contract or deed which may hereafter be executed with regard to the Bluffs Tract or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

2. Effect of this Declaration. Declarant and the Association hereby agree that, with respect to the Bluffs Tract, this Declaration amends and restates in its entirety the SRP Declaration (as previously amended by the First Amendment) and therefore, from and after the date hereof, the Bluffs Tract is no longer encumbered by the SRP Declaration (as previously amended by the First Amendment).

3. Subject to the Umbrella Declaration. As part of the Dominion PUD, the Bluffs Tract is subject to all of the terms and provisions of the Umbrella Declaration. The Umbrella Declaration governs the use of the Lots and Improvements constructed thereon. Reference is made to the Umbrella Declaration for a more particular description of the rights and obligations contained therein.

4 Definitions. The terms in this Article I, Section 4 shall have the following meanings when used in this Declaration. Any capitalized terms used in this Declaration and defined in other provisions of this Declaration shall have the meanings assigned to such terms in this Declaration. Any capitalized terms used in this Declaration and not otherwise defined in this Declaration shall have the meanings set forth in the Umbrella Declaration.

(a) "ACC" shall mean the Architectural Control Committee of the Association.

(b) "Applicable Law" means the governmental codes and ordinances, state and federal laws in effect at the time a provision of this Declaration is applied and pertaining to the subject matter of the Declaration provision.

(c) "Board" shall mean the Board of Directors of the Association.

(d) **"Common Properties"** shall mean the properties to be owned and maintained by the Association for the common use and enjoyment of its respective members.

(e) **"Development Committee"** shall mean the Development Committee of the Association.

(f) **"Dominion PUD"** shall mean The Dominion Planned Unit Development.

(g) **"Improvements"** shall have the meaning set forth in the Umbrella Declaration.

(h) **"Landscape Committee"** shall mean the Landscape Committee of the Association.

(i) **"Lot"** shall mean any lot, plot, parcel, or tract of land shown on a plat for the Bluffs Tract, with the exception of the Common Properties.

(j) **"Owner"** shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot situated on the Bluffs Tract, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(k) **"Umbrella Declaration"** means that certain Declaration of Covenants, Conditions, Easements and Restrictions, dated October 18, 1983 and recorded in Volume 2956, Page 61 in the Official Public Records of Bexar County, Texas, and subsequent amendments thereto.

ARTICLE II RESTRICTIONS

1. **Permitted Land Use.** Only those uses expressly permitted under MF-33 zoning in accordance with Section 35-310.07 and Table 311-1 Residential Use Matrix of the City of San Antonio, Texas, Unified Development Code dated January 1, 2006 (the **"MF-33 Table"**), in effect on the date of this Declaration are allowed on the Bluffs Tract, except for any land uses which are expressly prohibited by this Declaration. A copy of the MF-33 Table is attached hereto as **Exhibit B** and is incorporated herein by reference for all purposes.

2. **Prohibited Land Uses.** No portion of the Bluffs Tract may be used for the following purposes or activities:

- (a) Cemetery – Pets (Limited to Small Animals)
- (b) Small Animal Hospital – Outside Runs Are Permitted
- (c) Carwash – Automatic Self Service Drive-Thru
- (d) Carwash – Self Service
- (e) Boarding House
- (f) Artificial Limb Assembly
- (g) Pawn Shop

- (h) Helistop
- (i) Radio or Television Station with transmission tower
- (j) Portable Building Sales
- (k) Cemetery or Mausoleum
- (l) Hospital or Sanitarium
- (m) Video Games – Coin or Token Operated.
- (n) Self standing wireless communication transmission towers or cell towers unless expressly approved in advance by the Association (however, a building mounted antenna no more than three (3) feet in height is permitted)
- (o) Bus Stop and Bus Shelter
- (p) Dwelling College Fraternity or Sorority (Off Campus)
- (q) Dwelling School Dormitories or Housing (Off Campus)
- (r) Dwelling HUD-Code Manufactured Homes
- (s) Farming and Truck Garden
- (t) School – Private (Includes Church Schools, Private Schools K-12)
- (u) School – Public Includes all ISD Schools K-12, Open Enrollment Charter Schools, Public College or University
- (v) Commercial Storage Facility
- (w) Transit Park & Ride
- (x) Transit Transfer Center

3. Additional Restrictions. The Bluffs Tract will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following additional restrictions:

(a) General Design Guidelines. No Improvement shall be allowed on any portion of the Bluffs Tract which is of an architectural design or involves the use of landscaping, color schemes, exterior finishes, and materials and similar features as to be incompatible with the development of a first class project similar in feel and character to the multi-family apartment projects at the Quarry, Eilan, Rim & La Cantera developments. No Improvement shall be allowed on any portion of the Bluffs Tract which are not class A or luxury market caliber. The Development Committee and the ACC, as applicable, shall have sole discretion to determine compliance with this Article II, Section 3(a).

(b) Height Limitations. No Improvement shall be greater than four stories, unless approved by the ACC.

(c) Parking Spaces. Each Improvement constructed on any portion of the Bluffs Tract shall be provided with that number of parking spaces necessary to comply with

Applicable Law.

(d) Roofs. No composition roofs may be built on any Improvement constructed on any portion of the Bluffs Tract.

(e) 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. Owners must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

(f) Animals. No 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, maintained, or cared for on the Bluffs Tract. Notwithstanding the above, the foregoing restrictions will not apply to (i) any pet store, pet product store, or any other space selling pets and/or pet related products, and/or (ii) veterinary clinics, hospitals, or emergency clinics; and seeing-eye dogs and other qualified and authorized service animals are permitted on the Bluffs Tract.

(g) Signs. Except as otherwise approved by the ACC, the Development Committee, and/or the Association as part of the plans and specifications for Improvements, or otherwise, no other signs of any kind may be displayed to the public view within any portion of the Bluffs Tract without the prior written approval of the ACC, and subject to permit approvals required by Applicable Law.

(h) Exterior Illumination. Except as otherwise approved by the ACC, the Development Committee, and/or the Association as part of the plans and specifications for Improvements, or otherwise, all other exterior illumination must comply with the Camp Bullis Dark Skies Ordinance and be approved in advance and in writing by the ACC.

(i) Storage and Loading Areas. Storage areas must be appropriately screened from view except for storage of materials, equipment and supplies during the course any construction, repair and/or re-construction. Except as otherwise approved by the ACC, the Development Committee and/or the Association as part of the plans and specifications for Improvements, or otherwise approved in advance and in writing by the ACC, and except for the storage of construction materials during the course of any construction, repair and/or re-construction, no materials, supplies or equipment, shall be stored upon any portion of the Bluffs Tract except inside a closed building or behind a visual barrier screening such materials, supplies or vehicles.

(j) Maintenance. Each Owner of a portion of the Bluffs Tract shall maintain the portion of the Bluffs Tract such Owner owns, including landscaping located thereon, in good condition and repair. Grass, weeds, shrubs and all vegetation on the Bluffs Tract shall be kept mowed and trimmed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the Bluffs Tract and replaced whenever practical.

(k) Screening. Except as otherwise approved by the ACC, the Development Committee and/or the Association as part of the plans and specifications for Improvements, or

otherwise approved in advance and in writing by the ACC, exterior components 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 and maintenance facilities, shall either be housed in closed buildings, or otherwise screened from view. The construction materials, location, and size of all screening and storage areas must be approved in advance and in writing by the ACC.

(l) Fencing. Except as otherwise approved by the ACC, the Development Committee and/or the Association as part of the plans and specifications for Improvements, all fences and/or walls located on any portion of the Bluffs Tract must be approved by the ACC and/or the Development Committee. Fences shall be composed the following materials: masonry, wrought iron, or another suitable material as reasonably determined by the ACC and/or Development Committee, as applicable, to be compatible with the style of the Improvements on the Bluffs Tract.

(m) Temporary Structures. No tent, shack or other temporary structure shall be placed upon any portion of the Bluffs Tract, 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.

(n) Tree Protection. The Association aims to preserve trees within the Bluffs Tract. Efforts should be made to preserve existing trees during the construction of Improvements. The terms and provisions of this Article II, Section 3(i) shall apply to the trees intended to remain on the Bluffs Tract during and after construction of the 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. Notwithstanding the foregoing, Declarant, at its sole discretion, shall have the right to keep or remove any existing tree on the Bluffs Tract as Declarant deems necessary for the development or re-development of the Bluffs Tract.

(o) Landscaping. Except for landscaping approved by the ACC, the Development Committee, and/or the Association as part of the approval of plans and specifications for Improvements, or otherwise, no landscaping shall be installed without the prior consent of the Landscape Committee. Approved landscaping must be fully installed within the time frame reasonably required by the Landscape Committee, taking into consideration the staging of the construction of other Improvements.

(p) Requirement for a Traffic Study. No Improvements may be erected, placed or installed on any portion of the Bluffs Tract unless a traffic impact analysis (dated after the date hereof) analyzing the traffic to be generated by development on the Bluffs Tract has been prepared and provided to the Development Committee of which the Development Committee has approved and concurred in the findings of, and any mitigation plans requested by, such analysis.

ARTICLE III ARCHITECTURAL REVIEW AND APPROVAL

1. Architectural Control by the Association. No Improvements may be erected, placed, installed, modified or replaced on any portion of the Bluffs Tract without first complying with the ACC requirements set forth herein or in the Umbrella Declaration, the applicable terms and provisions of the Umbrella Declaration being incorporated herein by reference, including, but not limited to the obtaining of prior approval of the ACC for preliminary design plans and final plans and specifications for such Improvements and the obtaining of building permits and certificates of occupancy at the appropriate times. Nothing herein shall be construed to waive the requirement that all Improvements on the Bluffs Tract be approved by the ACC according to their customary approval requirements and process, and in compliance with all rules and regulations set by the Board.

2. Architectural Approval. Construction plans and specifications or, when an Owner desires to plat, re subdivide or consolidate a portion of the Bluffs Tract, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the following provisions of this Article III, Section 2 and the ACC Review Requirements as set forth in the Dominion Amendment and Restatement to Community Manual recorded as Document No. 20130171326 in 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. No plat, re subdivision or consolidation will be made, nor any Improvement placed or allowed on any portion of the Bluffs Tract, until such plat and/or plans and specifications have been approved in writing by the ACC and/or Development Committee, as applicable. The ACC and/or Development Committee may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the ACC and/or Development Committee or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The ACC and/or Development Committee may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the ACC and/or Development Committee, as applicable, in its sole discretion, may require. The ACC and/or Development Committee may refuse to approve plans and specifications for proposed Improvements, or for the plat, re subdivision or consolidation of any portion of the Bluffs Tract on any grounds that, in the sole and absolute discretion of the ACC and/or

Development Committee, are deemed sufficient, including, but not limited to, purely aesthetic grounds.

(a) Submission and Approval of Site Layout Related Plans and Specifications. First, site layout related plans including but not limited to site plans, vertical elevations, building layout plans, landscaping plans and any other plans and or specifications related to the overall layout and design of the proposed Improvements together with the review fee which is imposed pursuant to the Community Manual, must be submitted to the Development Committee for review and approval prior to the clearing of any portion of the Bluffs Tract, or the construction of any Improvements thereon. A review fee will be charged by the ACC and/or Development Committee and such fee may be greater than, but not in excess of two (2) times greater than, the fee charged for the review and approval of a residential home.

(b) Submission and Approval of Detailed Plans and Specification. Next, detailed building plans, landscaping plans, elevations, irrigation, signage and other plans as requested by the ACC, together with the review fee, which is imposed pursuant to the Community Manual, must be submitted to the ACC for review and approval. A review fee will be charged by the ACC and/or Development Committee and such fee may be greater than, but not in excess of two (2) times greater than, the fee charged for the review and approval of a residential home.

(c) Failure to Act. In the event that any plans and specifications are submitted to the Development Committee or ACC as provided herein, and the Development Committee or the ACC fails to either approve or reject such plans and specifications for a period of thirty (30) days following such submission, the plans and specifications will be deemed approved.

(d) Duration of Approval. The approval of the Development Committee or ACC of any final plans and specifications, and any variances granted by the ACC will be valid for a period of two (2) years only. If construction in accordance with such plans and specifications is not commenced within such two (2) years period and diligently prosecuted to completion thereafter, plans and specifications must be resubmitted to the Development Committee or ACC, as applicable, and the Development Committee and/or ACC will have the authority to re-evaluate such plans and specifications in accordance with this provision and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(e) No Waiver of Future Approvals. The approval of the Development Committee and/or the ACC to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Development Committee and/or ACC will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Development Committee or ACC.

(f) Non-Liability of Development Committee and ACC. NEITHER THE DEVELOPMENT COMMITTEE NOR ACC WILL BE LIABLE TO ANY PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE

DEVELOPMENT COMMITTEE'S OR ACC'S DUTIES UNDER THIS DECLARATION.

(g) Limits on Liability. The Development Committee and the ACC, as applicable have sole discretion with respect to taste, design, and all standards specified by this Declaration. The members of the Development Committee and ACC have no liability for the Development Committee's or ACC's decisions made in good faith, and which are not arbitrary or capricious. Neither the Development Committee nor the ACC are responsible for: (i) errors in or omissions from the plans and specifications submitted to the Development Committee and/or ACC; (ii) supervising construction for compliance with approved plans and specifications; or (iii) the compliance of the plans and specifications with Applicable Law.

ARTICLE IV
FEES AND ASSESSMENTS

1. Non-Uniform Assessments. As non-residential property located in the Dominion PUD, assessments are levied against the Bluffs Tract in increments known as Non-Uniform Commercial Assessments pursuant to and in accordance with that certain Notice of Non-Uniform Assessment – Bluffs Tract dated August 6, 2013 and recorded as Document No. 20130171754 in the Official Public Records of Bexar County, Texas.

ARTICLE V
MISCELLANEOUS

1. Integration. This Declaration constitutes the entire and final expression of the agreement of the parties hereto regarding the subject matter of this Declaration and supersedes all prior agreements and understandings of the parties, either oral or written. There are no other agreements, oral or written, between the parties regarding the subject matter hereof.

2. Binding Effect. This Declaration shall be binding upon and inure to the benefit of Declarant and the Association and their respective successors and assigns.

3. Term. This Declaration shall be effective commencing on the date of recordation in the Official Public Records of Bexar County, Texas, and shall continue and remain in effect in perpetuity until and unless this Declaration is modified, amended, canceled or terminated as herein provided.

4. Amendment and Termination. The provisions of this Declaration may be amended or terminated by the Association and Owners of legal title to seventy percent (70%) of the total acreage in the Bluffs Tract. Any amendment or termination under this Article V, Section 4 shall be effective when recorded in the Official Public Records of Bexar County, Texas.

5. Covenants Running with the Land. It is understood and agreed that the provisions of this Declaration shall be deemed to be covenants running with the land which are for the benefit of, and create burdens on, the Bluffs Tract.

6. Headings. The headings which have been used throughout this Declaration have been inserted for convenience of reference only and do not constitute matters to be construed in interpreting this Declaration.

7. Terminology. Words of any gender used in this Declaration shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Declaration shall refer to the entire Declaration and not to any particular provision or section.

8. Severability. If any one or more of the provisions of this Declaration, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, to the extent the invalidity or unenforceability does not destroy the basis of the bargain between the parties, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Declaration and all other applications of any such provision shall not be affected thereby, and to this end the parties agree that the provisions of this Declaration are and shall be severable.

9. Counterpart Execution. This Declaration may be executed in several counterparts, each of which shall be fully executed as an original and all of which together shall constitute one and the same instrument.

10. Construction of Declaration. The terms and provisions of this Declaration represent the results of negotiations among the parties, each of which has been represented by counsel of its selection, and none of which has acted under duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Declaration shall be interpreted and construed in accordance with their usual and customary meanings, and the parties hereby expressly waive and disclaim in connection with the interpretation and construction of this Declaration any rule of law or procedure requiring otherwise, including, without limitation, any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Declaration shall be interpreted or construed against the party whose attorney prepared this Declaration or any earlier draft hereof.

11. Litigation. Any other provision hereof to the contrary notwithstanding, in the event of litigation between the parties with respect to this Declaration, the performance of the obligations hereunder or the effect of a termination under this Declaration, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including reasonable attorneys' fees and expenses and court costs.

12. No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this

Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any tract made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any party of each tract covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

13. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Bluffs Tract to the general public, for the general public or for any public use or purpose whatsoever.

14. Mortgagee Protection. This Declaration shall not restrict any party's right to assign or convey its interest in its tract to a mortgagee as additional security or as collateral security for a loan. Any and all mortgages or deeds of trust encumbering any tract must be subordinate and subject to the terms of this Declaration. Upon receipt of a written request from any party or by any mortgagee, the other party must thereafter send such mortgagee copies of all notices given pursuant to this Declaration. Once a party or its mortgagee has so notified the other party, no notices sent hereunder by the other party are binding on the mortgagee unless and until such mortgagee receives a copy thereof; provided, however, such notices will be effective as between parties in accordance with the terms of this Declaration. In the event of foreclosure (or the acceptance of a deed-in-lieu-of-foreclosure) by any mortgagee, such mortgagee is liable only for the performance of obligations and the payment of charges that accrue under this Declaration after such mortgagee's foreclosure or its acceptance of a deed-in-lieu-of-foreclosure.

15. Other Instruments. The parties covenant and agree that they will execute such other and further instruments and agreements as are or may be reasonably necessary to effectuate and carry out the purposes of this Declaration; including, without limitation, such amendments of this Declaration as may be reasonably requested by any party in connection with the sale or encumbrance of the Bluffs Tract or any portion thereof, as long as such amendments do not materially and adversely affect the rights and obligations of the other party and its successors and assigns hereunder.

16. No Third-Party Beneficiaries. Nothing in this Declaration, expressed or implied, is intended or shall be construed to confer upon any person, firm, corporation or entity, other than the parties and their respective successors and assigns, any right, remedy or claim under or by reason of this Declaration, this Declaration being intended for the sole and exclusive benefit of the parties and their respective successors and assigns as the owners and future owners of the Bluffs Tract.

17. Time. Time is of the essence with respect to each and every covenant, agreement and obligation of the parties set forth in this Declaration.

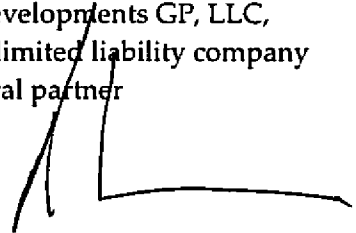
18. Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the parties in their respective

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first set forth above.

DECLARANT:

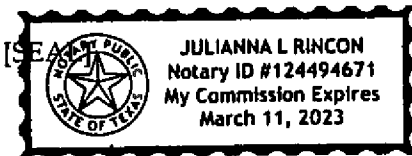
GKH DEVELOPMENTS, LTD.,
a Texas limited partnership


By: GKH Developments GP, LLC,
a Texas limited liability company
its general partner

By: 
Roberto Kenigstein, Manager

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 25 day of July, 2019, by Roberto Kenigstein, Manager of GKH Developments GP, LLC, a Texas limited liability company, in its capacity as general partner of GKH Developments, Ltd., a Texas limited partnership, on behalf of said limited partnership.




Notary Public, State of Texas
Julianna L. Rincon
(Name - Typed or Printed)
March 11, 2023
(Date Commission Expires)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first set forth above.

ASSOCIATION:

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

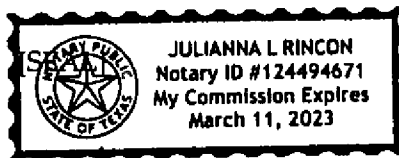
By: [Signature]

Name: ROB MCDANIEL

Title: GENERAL MANAGER

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME this 25 day of July, 2019, by Rob McDaniel, the General Manager of The Dominion Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



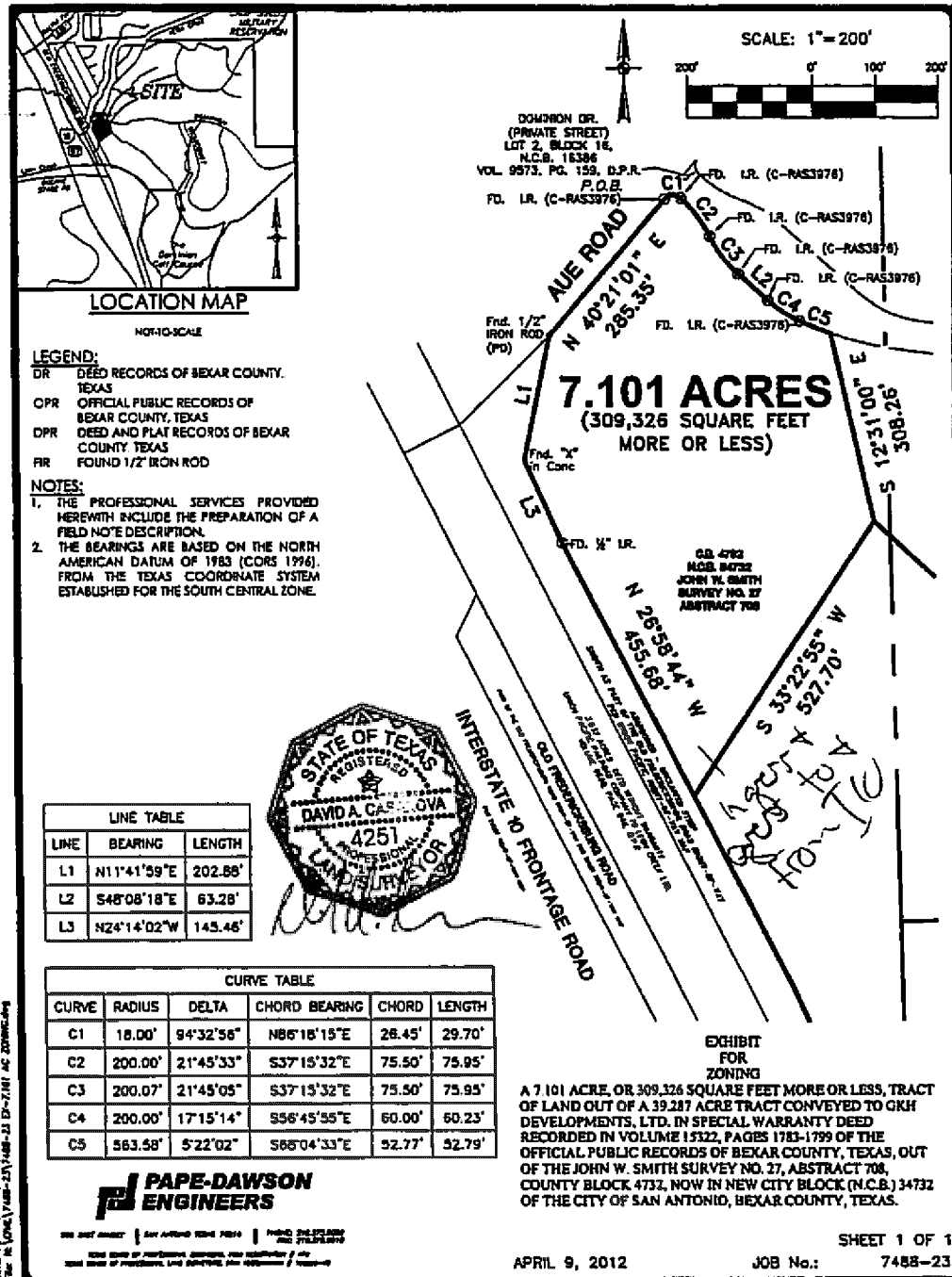
[Signature]
Notary Public, State of Texas
Julianna L. Rincon
(Name – Typed or Printed)

March 11, 2023
(Date Commission Expires)

After Recording Return To:

Robert D. Burton
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

Exhibit A
Bluffs Tract





LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR
ZONING

A 7.101 acre, or 309,326 square feet more or less, tract of land out of a 39.287 acre tract conveyed to GKH Developments, Ltd. in Special Warranty Deed recorded in Volume 15322, Pages 1783-1799 of the Official Public Records of Bexar County, Texas, out of the John W. Smith Survey No. 27, Abstract 708, County Block 4732, now in New City Block (N.C.B.) 34732 of the City of San Antonio, Bexar County, Texas. Said 7.101 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 ½" iron rod with a cap stamped "C-RAS3976" at the west end of a non-tangent curve to the right at the intersection of the east right-of-way line of Ave Road (60' right-of-way) with the south line of Lot 2, Block 16, New City Block 16386, a private street known as Dominion Drive as shown on the subdivision plat of The Dominion Phase 4A (PUD), Replat recorded in Volume 9573, Page 159 of the Deed and Plat Records of Bexar County, Texas;

THENCE: Along the south line of said Lot 2, Block 16, New City Block 16386 and said curve to the right having a radial bearing of S 50°58'14" E, a radius of 18.00 feet, a central angle of 94°32'56", a chord bearing and distance of N 86°18'15" E, 26.45 feet, for an arc length of 29.70 feet to a found ½" iron rod with a yellow cap stamped "Pape-Dawson" at the point of curvature of a non-tangent curve to the right;

THENCE: Continuing along said south line of Lot 2, Block 16, New City Block 16386, the following bearings and distances:

Along said non-tangent curve to the right having a radial bearing of S 41°51'42" W, a radius of 200.00 feet, a central angle of 21°45'33", a chord bearing and distance of S 37°15'32" E, 75.50 feet, for an arc length of 75.95 feet to a found ½" iron rod with a red cap stamped "C-RAS3976" at the point of curvature of a non-tangent curve to the left;

Along said non-tangent curve to the left having a radial bearing of N 63°37'01" E, a radius of 200.07 feet, a central angle of 21°45'05", a chord bearing and distance of S 37°15'32" E, 75.50 feet, for an arc length of 75.95 feet to a found ½" iron rod with a yellow cap stamped "Pape-Dawson";

S 48°08'18" E, 63.28 feet to a found ½" iron rod with a yellow cap stamped "Pape-Dawson" at the point of curvature of a curve to the left;

Page 1 of 2

SAN ANTONIO / AUSTIN / HOUSTON

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7.101 Acres
Job No. 7488-23
Page 2 of 2

Along the arc of said curve to the left having a radius of 200.00 feet, a central angle of $17^{\circ}15'14''$, a chord bearing and distance of S $56^{\circ}45'55''$ E, 60.00 feet, for an arc length of 60.23 feet to a found $\frac{1}{2}$ " iron rod with a red cap stamped "C-RAS 3976" at the point of curvature of a compound curve to the left;

Along the arc of said compound curve to the left having a radius of 563.58 feet, a central angle of $05^{\circ}22'02''$, a chord bearing and distance of S $68^{\circ}04'33''$ E, 52.77 feet, and an arc length of 52.79 feet to a found "X" in concrete;

THENCE: S $12^{\circ}31'00''$ E, Departing said south line of Lot 2, Block 16, New City Block 16386, along and with an east line of said 39.287 acre tract, a distance of 308.26 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap stamped "Pape-Dawson";

THENCE: S $33^{\circ}22'55''$ W, over and across said 39.287 acre tract, a distance of 527.70 feet to a point on the west line of said 39.287 acre tract, on the east line of an abandoned, unclaimed strip of land shown as part of the Old San Antonio Fredericksburg Road right-of-way per the Union Pacific Railroad Company abandonment of right-of-way map dated May 22, 2001;

THENCE: Along and with said west line for the following bearings and distances:

N $26^{\circ}58'44''$ W, a distance of 455.68 feet to a found $\frac{1}{2}$ " iron rod;

N $24^{\circ}14'02''$ W, a distance of 145.46 feet to a found "X" in concrete;

N $11^{\circ}41'59''$ E, a distance of 202.88 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap stamped "Pape-Dawson" on the southeast right-of-way line of Aue Road;

THENCE: N $40^{\circ}21'01''$ E, along and with said east right-of-way line of Aue Road, a distance of 285.35 feet to the POINT OF BEGINNING, and containing 7.101 acres in the City of San Antonio, Bexar County, Texas.

"This document was prepared under 22TAC663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: April 9, 2013

JOB No.: 7488-23

DOC.ID.: NACIVIL\7488-23\WORD\7488-23 FN-7.101 AC ZONING.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-00



**PAPE-DAWSON
ENGINEERS**

Exhibit B
MF-33 Table

see attached

TABLE 311-1 RESIDENTIAL USE MATRIX																					
PERMITTED USE	RP	RE	R-20	NP-15	NP-10	NP-8	R-6	RM-6	R-5	RM-5	R-4	RM-4	R-3, R-2, R-1	MF-18	MF-25	MF-33	MF-40	MF-50 & MF-65	ER2D	LBCS FUNCTION	LBCS STRUCTURE
Assisted Living Facility, Boarding Home Facility or Community Home with six (6) or fewer residents		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	1230	
Assisted Living Facility, Boarding Home Facility or Community Home with seven (7) or more residents														P	P	P	P	P	P		
Athletic Fields (Noncommercial And Supplemental To The Residential Use)	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	5370	
Automobile Non-Commercial Parking																			NA	2110	
Automobile Commercial Parking	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA		
Bed and Breakfast, see § 35-374			S	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	1310	
Bus Shelter (Max Size 6'x13')	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P		
Bus Stop	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Cemetery, Columbarium Or Mausoleum	S	S	S				S		S		S		S	S					S	6700	
Childcare Daycare Center	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	6562	
Child Care, Licensed Child Care	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	6562	
Child Care - Registered Child Care Home	S	P	P	P	P	P	P	P	S	S	S	S	S	S	S	S	S	S	P	6562	

TABLE 311-1 RESIDENTIAL USE MATRIX																					
PERMITTED USE	RP	RE	R 20	NP 15	NP 10	NP 8	R 6	RM 6	R 5	RM 5	R 4	RM 4	R 3, R-2, R-1	MF 18	MF 25	MF 33	MF 40	MF 50 & MF 65	ERZD	LBCS FUNCTION	LCBS STRUCTURE
Child-Care Institution (Basic)	S	S	S	S	S	S		S		S	S	S	S	S	S	S	S	P	P	6561	
Church, Temple, Mosque (facilities that are for worship or study of religion)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	6600	
Dwelling - 1 Family (Attached or Townhouse)							P	P	P	P	P	P	P	P	P	P	P	P	P	1000	1120
Dwelling - 1 Family (Detached)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	1000	1110
Dwelling - 2 Family								P		P		P		P	P	P	P	P	P	1000	1121
Dwelling - 3 Family										P		P		P	P	P	P	P	P	1000	1203
Dwelling - 4 Family												P		P	P	P	P	P	P	1000	1204
Dwelling - College Fraternity or Sorority (Off Campus)															P	P	P	P	P	1000	P
Dwelling - School Dormitories or Housing (Off Campus)															P	P	P	P	P	1000	P
Dwelling - HUD-Code Manufactured Homes	S	S	S	S	S	S	S	S	S	S	S	S	S						P	1000	1150
Dwelling (loft and/or ARH)														P	P	P	P	P	P		
Dwelling - Multi Family (18 Units/Acre Maximum)														P	P	P	P	P	P	1000	1210
Dwelling - Multi-Family (25 Units/Acre Maximum)															P	P	P	P	P	1000	1220

TABLE 311-1 RESIDENTIAL USE MATRIX																					
PERMITTED USE	RP	RE	R 20	NP 15	NP 10	NP 8	R-6	RM-6	R-5	RM-5	R-4	RM-4	R-3, R-2, R-1	MF 18	MF-25	MF-33	MF 40	MF 50 & MF-65	ERZD	LCBS FUNCTION	LCBS STRUCTURE
Dwelling - Multi-Family (33 Units/Acre Maximum)																P	P	P	P	1000	1230
Dwelling - Multi-Family (40 Units/Acre Maximum)																	P	P	S*	1000	1240
Dwelling - Multi-Family (50 Units/Acre Maximum in MF-50; 65 Units/Acre Maximum in MF-65)																		P	S*	1000	1250
Dwelling, Zero Lot Line							P	P	P	P	P	P	P	P	P	P	P	P	P	1000	1122
Foster Family Home			P	P	P	P	P	P	P	S	P	S	P						P	6560	
Foster Group Home	S	S	S	S	S	S	S	S	S	S	S	S	S						P	6562	
Golf Course (see § 35-346 "G" district)																			S	5370	
Housing Facilities for Older Persons (see § 35-373(e))								P		P		P		P	P	P	P	P	P		
Nursing Facility												P		P	P	P	P	P	P	1250	
Park - Public or Private	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	5500	
Public Safety Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	6400	
Radio/Television Station With Transmitter Tower	S	S	S	S	S														P	4231	
Recreation Facility, Neighborhood		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	6340	
Residential Greenhouse (incidental to a primary residential use)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	9140	

TABLE 311-1 RESIDENTIAL USE MATRIX																					
PERMITTED USE	RP	RE	R 20	NP 15	NP 10	NP 8	R 6	RM 6	R 5	RM 5	R 4	RM 4	R 3, R-2, R-1	MF 18	MF 25	MF 33	MF 40	MF 50 & MF 65	ER2D	LBCS FUNCTION	LCBS STRUCTURE
Residential Market Garden (incidental to a primary residential use)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	9100	
School - Private (Includes Church Schools, Private Schools K-12, College or University)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	6100	
School - Public (Includes All ISD Schools K-12, Open Enrollment Charter Schools Public College or University)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	6100	
Short Term Rental (Type 1) and (Type 2) See Section 35-374.01 for Supplemental Requirements related to Short Term Rentals (Type 1) and (Type 2)	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P		
Storage (moving pods) (see 35-A101)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Transit Center														P	P	P	P	P	P	4133	
Transitional Home												S		S	S	S	S	S	P		
Transit Park & Ride														P	P	P	P	P	S	4133	
Transit Transfer Center (Max Size 14'x33' and total footprint no larger than 30'x40')	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	4133	
Transit Station														S	S	S	S	S	S	4133	
Urban Farm	P	P	P	P	P	P	S	S	S	S	S	S	S	P	P	P	P	P	P	8100	

TABLE 311-1 RESIDENTIAL USE MATRIX																					
PERMITTED USE	RP	RE	R 20	NP-15	NP 10	NP-8	R 6	RM 6	R-5	RM-5	R-4	RM-4	R 3, R-2, R-1	MF 18	MF-25	MF-33	MF-40	MF-50 & MF-65	ERZD	LBCS FUNCTION	LCBS STRUCTURE
Wireless Communication System	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	4233	
* An Engineering Report in lieu of a site plan shall be submitted showing adjacent wastewater main capacity																					

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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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: 7/26/2019 10:11 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk